

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436276

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the entity type identification of the Assignee as a Delaware limited liability company previously recorded on Reel 005854 Frame 0001. Assignor(s) hereby confirms the entity type identification of the Assignee as a California limited liability company.
<b>RESUBMIT DOCUMENT ID:</b>	900413784

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IKANO COMMUNICATIONS, INC.		02/02/2015	Corporation: UTAH
SISNA, INC.		02/02/2015	Corporation: UTAH
1391025 ONTARIO INC.		02/02/2015	Corporation: ONTARIO
ZIPLINK CANADA INC.		02/02/2015	Corporation: DELAWARE
DIALUP USA, INC.		02/02/2015	Corporation: WASHINGTON

## RECEIVING PARTY DATA

<b>Name:</b>	TELECOM EVOLUTIONS, LLC
<b>Street Address:</b>	20847 Sherman Way
<b>City:</b>	Winnetka
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91306
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	3355674	DSLEXTREME

## CORRESPONDENCE DATA

**Fax Number:** 3102030567  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 310-203-8080  
**Email:** trademarkdocket@jmbm.com  
**Correspondent Name:** JEFFER MANGELS BUTLER & MITCHELL, LLP  
**Address Line 1:** 1900 Avenue of the Stars, 7th Floor  
**Address Line 4:** Los Angeles, CALIFORNIA 90067

<b>ATTORNEY DOCKET NUMBER:</b>	74359-1005
<b>NAME OF SUBMITTER:</b>	Bernard R. Gans

<b>SIGNATURE:</b>	/Bernard R. Gans/
<b>DATE SIGNED:</b>	07/24/2017
<b>Total Attachments: 13</b> source=3355674 corr cvr sheet#page1.tif source=IKANO - Assignment and Assumption Agreement (EXECUTED)#page1.tif source=IKANO - Assignment and Assumption Agreement (EXECUTED)#page2.tif source=IKANO - Assignment and Assumption Agreement (EXECUTED)#page3.tif source=IKANO - Assignment and Assumption Agreement (EXECUTED)#page4.tif source=IKANO - Assignment and Assumption Agreement (EXECUTED)#page5.tif source=IKANO - Assignment and Assumption Agreement (EXECUTED)#page6.tif source=Assignment and Assumption Agreement (Corrected)#page1.tif source=Assignment and Assumption Agreement (Corrected)#page2.tif source=Assignment and Assumption Agreement (Corrected)#page3.tif source=Assignment and Assumption Agreement (Corrected)#page4.tif source=Assignment and Assumption Agreement (Corrected)#page5.tif source=Assignment and Assumption Agreement (Corrected)#page6.tif	



Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO. The coversheet of the assignment is displayed below:

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Form containing submission details: SUBMISSION TYPE: NEW ASSIGNMENT; NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL; CONVEYING PARTY DATA table; RECEIVING PARTY DATA; PROPERTY NUMBERS Total: 1; CORRESPONDENCE DATA; NAME OF SUBMITTER: Bernard R. Gans; Signature: /Bernard R. Gans/; Date: 08/10/2016; Total Attachments: 6; RECEIPT INFORMATION: ETAS ID: TM394623, Receipt Date: 08/10/2016, Fee Amount: \$40

**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment and Assumption Agreement") is entered into as of the 2nd day of February, 2015 (the "Effective Date"), by and between IKANO COMMUNICATIONS, INC., a Utah corporation ("Ikano"), SISNA, INC., a Utah corporation ("Sisna"), 1391025 ONTARIO INC., a Toronto corporation ("Ontario"), ZIPLINK CANADA INC., a Delaware corporation ("Ziplink"), DIALUP USA, INC., a Washington corporation ("Dialup USA" and together with Ikano, Sisna, Ontario, and Ziplink, the "Assignors" and each an "Assignor"), and TELECOM EVOLUTIONS, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined below).

**Background**

**WHEREAS**, Assignors and Assignee have entered into that certain Asset Purchase Agreement, dated as of February 2, 2015 (as amended from time to time, the "Purchase Agreement"), providing for the purchase by Assignee of all of the Purchased Assets and for the assumption of all of the Assumed Liabilities;

**NOW, THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto, intending to be legally bound, hereby agree as follows:

**1. Assignment.** Subject to the terms and conditions set forth in the Purchase Agreement, Assignors hereby grant, bargain, sell, convey, assign, transfer and deliver to Assignee all of their right, title and interest in and to all of the Purchased Assets, effective on and as of the Effective Time.

**2. Assumption of Assumed Liabilities.** Subject to the terms and conditions set forth in the Purchase Agreement, Assignors hereby assign, sell, transfer and set over to the Assignee all of the Assumed Liabilities, effective on and as of the Effective Time. Assignee hereby assumes and agrees to satisfy and discharge the Assumed Liabilities effective on and as of the Effective Time.

**3. Release.** Except as expressly set forth in the Purchase Agreement, from and after the Effective Time, Assignors shall have no liability with respect to the Assumed Liabilities.

**4. Successors and Assigns.** This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Each party may assign this Assignment and Assumption Agreement in connection with any assignment permitted under the terms of the Purchase Agreement.

**5. Amendment; Waiver.** Section 14.2 of the Purchase Agreement is hereby incorporated by reference to apply to this Assignment and Assumption Agreement, mutatis mutandis.

**6. Governing Law; Jurisdiction; Waiver of Jury Trial.** Section 14.8 of the Purchase Agreement is hereby incorporated by reference to apply to this Assignment and Assumption Agreement, mutatis mutandis.

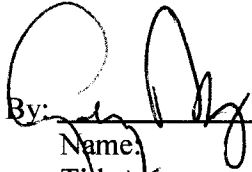
**7. Counterparts.** This Assignment and Assumption Agreement may be executed in one or more counterparts, including by facsimile or pdf, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

**[Remainder of page intentionally left blank.]**

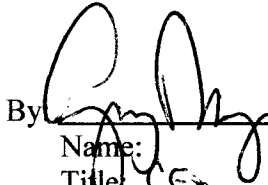
**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment and Assumption Agreement to be executed as of the date first above written.

**ASSIGNORS:**

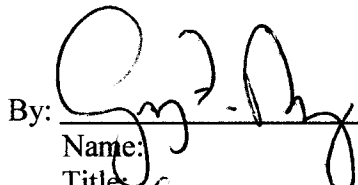
**IKANO COMMUNICATIONS, INC.**

By:  \_\_\_\_\_  
Name: *George Naspo*  
Title: *CEO*

**SISNA, INC.**

By:  \_\_\_\_\_  
Name: *George Naspo*  
Title: *CEO*

**1391025 ONTARIO INC.**

By:  \_\_\_\_\_  
Name: *George Naspo*  
Title: *CEO*

**ZIPLINK CANADA INC.**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed as of the date first above written.

ASSIGNORS:

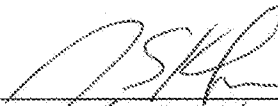
IKANO COMMUNICATIONS, INC.

By: \_\_\_\_\_  
Name:  
Title:

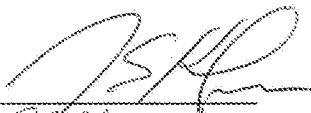
SISNA, INC.

By: \_\_\_\_\_  
Name:  
Title:

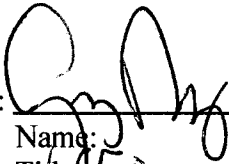
1391025 ONTARIO INC.

By:  \_\_\_\_\_  
Name: Jeff Kolyn  
Title: President

ZIPLINK CANADA INC.

By:  \_\_\_\_\_  
Name: Jeff Kolyn  
Title: President

**DIALUP USA, INC.**

By:   
Name: George Naspo  
Title: CEO

**ASSIGNEE:**

**TELECOM EVOLUTIONS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Assignment and Assumption of Purchase Agreement]

**TRADEMARK**  
**REEL: 006111 FRAME: 0018**



**DIALUP USA, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

**TELECOM EVOLUTIONS, LLC**

By: \_\_\_\_\_  
Name: James Murphy  
Title: Manager

**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

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87  
2/1/17

**Background**

**WHEREAS**, Assignors and Assignee have entered into that certain Asset Purchase Agreement, dated as of February 2, 2015 (as amended from time to time, the "Purchase Agreement"), providing for the purchase by Assignee of all of the Purchased Assets and for the assumption of all of the Assumed Liabilities;

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1. **Assignment.** Subject to the terms and conditions set forth in the Purchase Agreement, Assignors hereby grant, bargain, sell, convey, assign, transfer and deliver to Assignee all of their right, title and interest in and to all of the Purchased Assets, effective on and as of the Effective Time.

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4. **Successors and Assigns.** This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Each party may assign this Assignment and Assumption Agreement in connection with any assignment permitted under the terms of the Purchase Agreement.

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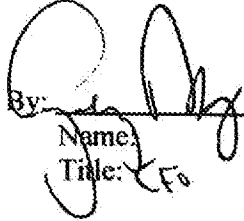
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*[Remainder of page intentionally left blank.]*

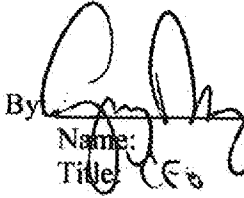
IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed as of the date first above written.

**ASSIGNORS:**

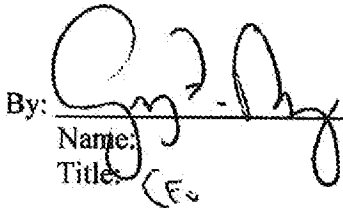
**IKANO COMMUNICATIONS, INC.**

By:  \_\_\_\_\_  
Name: *George Naspo*  
Title: *CEO*

**SISNA, INC.**

By:  \_\_\_\_\_  
Name: *George Naspo*  
Title: *CEO*

**1391025 ONTARIO INC.**

By:  \_\_\_\_\_  
Name: *George Naspo*  
Title: *CEO*

**ZIPLINK CANADA INC.**

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Assignment and Assumption of Purchase Agreement]

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ASSIGNORS:

IKANO COMMUNICATIONS, INC.

By: \_\_\_\_\_  
Name:  
Title:

SISNA, INC.

By: \_\_\_\_\_  
Name:  
Title:

1391025 ONTARIO INC.

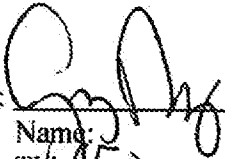
By: \_\_\_\_\_  
Name: *Jeff Kolyn*  
Title: *PRESIDENT*

ZIPLINK CANADA INC.

By: \_\_\_\_\_  
Name: *Jeff Kolyn*  
Title: *PRESIDENT*

[Signature Page to Assignment and Assumption of Purchase Agreement]

DIALUP USA, INC.

By:   
Name: George Naspo  
Title: CEO

ASSIGNEE:

TELECOM EVOLUTIONS, LLC

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Assignment and Assumption of Purchase Agreement]


DIALUP USA, INC.

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNEE:

TELECOM EVOLUTIONS, LLC A CALIFORNIA LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
Name: James Murphy  
Title: Manager

 2/1/17

[Signature Page to Assignment and Assumption of Purchase Agreement]