

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448898

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Colony Logic, LLC		09/29/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Vivial Networks LLC		
Street Address:	160 Inverness Drive West, Suite 250		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4382923	GUMIYO	
Registration Number:	4382925	MYSITEANYWHERE	
CORRESPONDENCE DATA			
Fax Number:	2128721002		
<i>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.</i>			
Phone:	2128721071		
Email:	tthreadcraft@akingump.com, kkoehler@akingump.com		
Correspondent Name:	Tiffanye S. Threadcraft		
Address Line 1:	One Bryant Park		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Kwan Koehler		
SIGNATURE:	/Kwan Koehler/		
DATE SIGNED:	10/27/2017		
Total Attachments: 5			
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source=IP Assignment Agreement - Vivial Networks LLC#page2.tif			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment”), dated as of September 29, 2017, is by and between Vivial Networks LLC, a Delaware limited liability company (“Assignee”) and Colony Logic LLC, a Delaware limited liability company (“Assignor”).

WHEREAS, Assignee is a party to that certain proposed financing facility (the “Financing Facility”), dated as of September 28, 2017, by and between, among others, TPG Specialty Inc., and in connection therewith, Assignee is entering into this present Assignment with Assignor to correct the recorded ownership or title to certain intellectual property that will be part of the collateral relating to the financing facility; and

WHEREAS, Assignor is the owner of the intellectual property set forth on Schedule 1 attached hereto (“Assigned IP”) and desires to assign, transfer, assign and transfer to Assignee, the Assigned IP pursuant to this Assignment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and expressly subject thereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agrees as follows:

1. Assignment. Assignor hereby assigns, conveys, transfers, and delivers to Assignee any and all of such Assignor’s right, title and interest in and to the Assigned IP, including: all goodwill associated with the Assigned IP, including that related to the products and services for which each item of Assigned IP is associated and for which each corresponding item of Assigned IP is registered or recorded; the look and feel of any websites associated with the Assigned IP (as applicable); all income, royalties, and damages hereafter due and payable to Assignor with respect to the Assigned IP, including without limitation, damages for any and all past, present and future causes of action and other enforcement actions (including, without limitation, for injunctive remedies and relief) and rights to damages and profits, due or accrued, relating to any of the foregoing, including the right to sue and recover for, and the right to profits and damages, due or accrued, arising out of or in connection with, any and all past, present or future infringements, misappropriations or dilutions; all rights pursuant to 15 U.S.C. 1051 *et. seq.*, and all other applicable acts and associated amendments; any and all registrations or renewals associated with the Assigned IP; and all rights that apply in any country relating to any foreign counterpart, certification, registration or other governmental grant or issuance relating to, or seeking the benefit of, the Assigned IP throughout the world.

2. Recordation of Assignment. This Assignment may be made of record in any government and/or administrative authorities, including in the United States Patent and Trademark Office or any domain name registrar, as appropriate and desired by Assignee. Assignor hereby irrevocably authorizes and requests the Director of the U.S. Patent and Trademark Office and any official of any other country whose duty it is to record changes in assignment of trademarks, and to issue renewals, extensions and/or registrations for trademarks included in, related to or derived from, the Assigned IP to Assignee, its successors and assigns. Assignor hereby irrevocably consents and authorizes all registrars to transfer any and all associated domain names included in the list of Assigned IP on Schedule 1 to the Assignee in accordance with the regular transfer procedures of each such registrar.

3. Further Assurances. Assignor, for itself, and its heirs, assigns, and legal representatives hereby further covenants to and with Assignee and its successors, assigns, and legal representatives to fully cooperate therewith in perfecting this assignment in the United States and in any and all foreign jurisdictions as required, said cooperation extending to all Assigned IP, and including the execution of additional assignments or other formal documents as may be required in connection therewith. Assignor,

for itself, and its heirs, assigns, and legal representatives hereby further covenants to and with Assignee and its successors, assigns, and legal representatives to take such other actions and execute such other agreements and instruments as are reasonably deemed necessary by Assignee or the registrar to document and give effect to the assignment and transfer of each domain name included in the Assigned IP to Assignee. Assignor will cooperate promptly in facilitating the transfer to the Assignee of each domain name with each such associated registrar, and will follow the rules designated by each such registrar to effect such transfer, including promptly responding to all e-mails sent to Assignor's contact by each such registrar requesting actions necessary to the transfer including confirming the transfer of each such domain name to Assignee. Assignee will establish an account with each such registrar, or will set up or identify to Assignor another registrar of Assignee's choosing, and will initiate the transfer and follow the procedures required by each such registrar until completion of the transfer of each such domain name.

4. Representations and Warranties of Assignor. Assignor represents and warrants that (i) Assignor has full power and authority to enter into this Agreement and will be bound by and perform its obligations under this Agreement; (ii) this Agreement, when signed and delivered by Assignor, will be duly and validly executed and delivered and will be the valid and binding obligation of Assignor, enforceable against Assignor, in accordance with its terms; (iii) neither the signing and delivery of this Agreement by Assignor, nor the performance by Assignor of its obligations under this Agreement, will violate any law, statute, rule, or regulation or order, judgment, injunction, or decree of any court, administrative agency, or governmental body applicable to Assignor.

5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without reference to any choice of law principles.

6. No Impact on Prior Rights. Nothing in this Assignment is intended by the parties to (i) amend any rights or terms of any prior agreements to which the parties are signatories, or (ii) prejudice any other right of Assignee or Assignor.

7. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

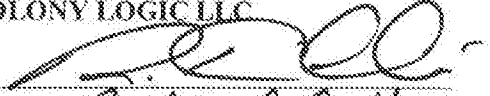
8. Amendments and Waivers. No amendment, modification, waiver, replacement, termination, or cancellation of any provision of this Assignment will be valid, unless the same will be in writing and signed by Assignee and Assignor.

9. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. Facsimile or electronic mail transmission of counterpart signatures to this Assignment shall be acceptable and binding.

IN WITNESS WHEREOF, the parties have executed this Assignment as of this date first above written.

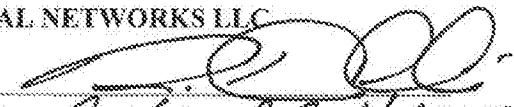
ASSIGNOR:

VIVIAL NETWORKS LLC, as successor in interest
to COLONY LOGIC LLC

By: 
Name: Richard G. HALE
Title: CEO

ASSIGNEE

VIVIAL NETWORKS LLC

By: 
Name: Richard G. HALE
Title: CEO

SCHEDULE 1

ASSIGNOR: COLONY LOGIC

US Trademarks

<u>Registration Number</u>	<u>Registration Date</u>	<u>Trademark</u>	<u>Owner</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Class(es)</u>
<u>4705207</u>	<u>17-Mar-15</u>	<u>COLONY LOGIC</u>	<u>Colony Logic</u>	<u>86221109</u>	<u>14-Mar-14</u>	<u>IC 035. US 100 101 102</u>
<u>4705208</u>	<u>17-Mar-15</u>	<u>COLONY LOGIC</u>	<u>Colony Logic</u>	<u>86221137</u>	<u>14-Mar-14</u>	<u>IC 042. US 100 101</u>
<u>4382923</u>	<u>13-Aug-13</u>	<u>GUMIYO</u>	<u>Talus Labs. LLC</u>	<u>85755163</u>	<u>16-Oct-12</u>	<u>IC 042. US 100 101</u>
<u>4382925</u>	<u>13-Aug-13</u>	<u>MYSITEAN YWHERE</u>	<u>Talus Labs. LLC</u>	<u>85755201</u>	<u>16-Oct-12</u>	<u>IC 042. US 100 101</u>

Domain Names

<u>Domain</u>	<u>Registrant</u>	<u>Registrar</u>
CAR2PHONE.COM	Domains by Proxy, LLC	GoDaddy.com, LLC
GUMIYO.COM	Domains By Proxy, LLC	GoDaddy.com, LLC
barnardplumbing.com	HugeDomains.com	DropCatch.com 554 LLC
GUMIO.COM	HugeDomains.com	TurnCommerce, Inc. DBA NameBright.com
GUMIYOMOBILE.COM	Goomiyo [sic]	GoDaddy.com, LLC
GUMIYOSTUDIO.COM	Goomiyo [sic]	GoDaddy.com, LLC
LINK.ME	Goomiyo [sic]	GoDaddy.com, LLC
MOBILIZEYOURINVENTORY.COM	Goomiyo [sic]	GoDaddy.com, LLC
GUMIYO.NET	Gumiyo, Inc.	GoDaddy.com, LLC

LIKEMYINVENTORY.COM	Gumiyo, Inc.	GoDaddy.com, LLC
MYSITEANYWHERE.COM	Gumiyo, Inc.	GoDaddy.com, LLC
48696.NET	John Lester	GoDaddy.com, LLC
DMEMOBILE.COM	Leo D'Allerio	GoDaddy.com, LLC
48696.COM	Li Dong	GoDaddy.com, LLC
bestlawyeraz.com	Miracles & Marvels LLC	GoDaddy.com, LLC
LATMOBILE.COM	PERFECT PRIVACY, LLC	GreenZoneDomains Inc.
CAPTXT.COM	Rit Li	Name.com, Inc.
G4TW.COM	Sansan Chen	GoDaddy.com, LLC