

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM470620

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dial 800, LLC		10/31/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	International Telcom, LLC		
<b>Street Address:</b>	417 2nd Avenue West		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98119		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3878518	DIAL800	
<b>Registration Number:</b>	3770294	CALLVIEW 360°	
<b>Registration Number:</b>	3770295	RAPIDRECALL	
<b>Registration Number:</b>	4228150	CUSTOM TOLL FREE	
<b>Serial Number:</b>	87584475	ACCURROUTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4405717779		
<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>			
<b>Phone:</b>	216-571-7777		
<b>Email:</b>	ef@gertsburglaw.com		
<b>Correspondent Name:</b>	Eugene Friedman, Esq.		
<b>Address Line 1:</b>	100 N. Main Street, Ste. 300		
<b>Address Line 4:</b>	Chagrin Falls, OHIO 44022		
<b>NAME OF SUBMITTER:</b>	Eugene Friedman, Esq.		
<b>SIGNATURE:</b>	/eugene friedman/		
<b>DATE SIGNED:</b>	04/19/2018		
<b>Total Attachments: 6</b>			
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source=Trademark Assignment - Dial 800 to ITL (Executed)#page6.tif

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made effective this 31<sup>st</sup> day of October, 2017, by and between Dial 800, LLC, a limited liability company organized and existing under the laws of California, and having a usual place of business at 8823 Horner Street, Los Angeles, CA 90035 ("Assignor") and International Telcom, LLC, a limited liability company organized and existing under the laws of Delaware, and having a usual place of business at 417 2<sup>nd</sup> Avenue West, Seattle, Washington 98119 ("Assignee").

WHEREAS, Assignor holds, free and clear of all Liens, all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of the Business exclusively used by Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, the Business is a going business and Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of such Business;

WHEREAS, any capitalized terms used herein, but not specifically defined, shall have the meanings ascribed to them in the Purchase Agreement; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby irrevocably sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest, of any kind whatsoever provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise, in and throughout the world in and to the Marks (including, without limitation, any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages, payments, or other proceeds due on or after the date hereof, including, without limitation, all claims for damages, payments, restitution, injunctive and other legal and equitable relief, by reason of infringement or unauthorized use of the Marks, along with the right to sue for past, present, and future infringements, dilution, violation, breach, or default, and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and

title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

From and after the date hereof, Assignor hereby agrees to execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required by Assignee to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment and the documents to be delivered hereunder

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

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

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: DIAL 800, LLC

Name: James Diorio

Signature: 

Title: Chief Executive Officer

NOTARIZATION

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

\_\_\_\_\_  
Signature of Notary

(Seal)

My Commission Expires: \_\_\_\_\_

*See Attached*

*Signature page to Trademark Assignment*

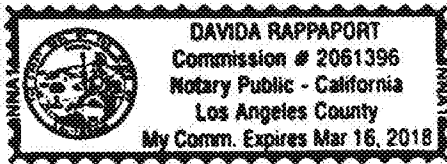
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of LOS ANGELES )  
On October 30 2017 before me, DAVIDA RAPPAPORT  
Date Here Insert Name and Title of the Officer  
personally appeared JAMES DIORIO  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

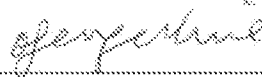
ASSIGNEE: INTERNATIONAL TELCOM, LLC

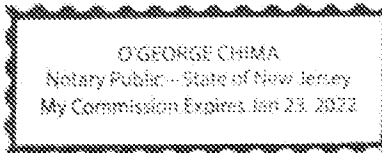
Name: Kevin Alward

Signature: 

Title: Chief Executive Officer

On this 11<sup>th</sup> day of NOV, 2017, before me, the undersigned Notary Public, personally appeared Kevin Alward, proved to me through satisfactory evidence of identification, which was/were 15, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

  
Signature of Notary



(Seal)

My Commission Expires: 01/23/22

**Exhibit A**

**Marks**

<b>NAME</b>	<b>REGISTRATION / APPLICATION NO.</b>	<b>REGISTRATION/APPLICATION DATE</b>
Dial 800	3,878,518	November 23, 2010
AccuRoute	87,584,475	August 25, 2017*
CallView 360°	3,770,294	April 6, 2010
RapidRecall	3,770,295	April 6, 2010
Custom Toll Free	4,228,150	October 16, 2012

*\* First in use date is July 29, 2010. Please also note that this trademark expired due to a legal error. Assignor's intellectual property attorney has re-applied for it and will complete the process at no cost.*