

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xcentric, LLC		10/31/2017	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	XCloud, LLC		
Street Address:	11560 GREAT OAKS WAY		
Internal Address:	SUITE 400		
City:	ALPHARETTA		
State/Country:	GEORGIA		
Postal Code:	30022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3274335	XCENTRIC	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	tadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Sara M. Bauer		
SIGNATURE:	/sara bauer/		
DATE SIGNED:	09/07/2018		
Total Attachments: 5			
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OP \$40.00 3274335

ASSIGNMENT OF TRADEMARKS AND APPLICATIONS FOR TRADEMARKS

This Assignment of Trademarks and Applications for Trademarks (this “**Trademark Assignment**”) is effective as of October 31, 2017 and is between Xcentric, LLC, a Georgia limited liability company (the “**Assignor**”) and XCloud, LLC, a Delaware limited liability company (the “**Assignee**”).

WHEREAS, the Assignor is the owner of the trademarks and trademark applications set forth on **Schedule A** hereto, together with the goodwill of the business associated therewith (referred to as the “**Marks**”);

WHEREAS, in connection with the execution of that Asset Purchase Agreement, dated as of the date hereof, by and among the Assignor, the Assignee, and the other parties thereto (the “**Purchase Agreement**”), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee; and

WHEREAS, the Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns all of the Assignor’s right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of the Assignor’s business to which the Marks pertains, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the “**Commissioner**”), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Marks, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the

Assignee to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks.

4. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

5. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements executed and to be performed solely within such State. Any judicial proceeding arising out of or relating to this Trademark Assignment shall be brought in the courts of the State of Delaware, and, by execution and delivery of this Trademark Assignment, each of the parties to this Trademark Assignment accepts the exclusive jurisdiction of such courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Trademark Assignment. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

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

7. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS TRADEMARK ASSIGNMENT.


8. The Assignor and the Assignee agree that this Trademark Assignment is subject to the terms and conditions of the Purchase Agreement, including without limitation the representations, warranties, covenants, exclusions and indemnities set forth therein, and that this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of the Assignor or the Assignee under the Purchase Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

* * *

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

XCENTRIC, LLC

By:  _____
Name: William M. James
Title: Chief Executive Officer

ASSIGNEE:

XCLOUD, LLC

By: Right Networks, LLC its sole member

By: _____
Name: John Farrer
Title: Chief Executive Officer

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ASSIGNOR:


XCENTRIC, LLC

By: _____
Name: William M. James
Title: Chief Executive Officer

ASSIGNEE:

XCLOUD, LLC

By: Right Networks, LLC its sole member

By:  _____
Name: John Farrer
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006432 FRAME: 0830

Schedule A

Trademark Registration

Trademark	Serial Number (Filing Date)	Registration Number (Registration Date)	Owner
XCENTRIC	78684151 (August 2, 2005)	3,274,335 (August 7, 2007)	Xcentric, LLC