

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM492535

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vocem, LLC		09/04/2018	Limited Liability Company: ARIZONA

RECEIVING PARTY DATA

Name:	Runbeck Election Services, Inc. <i>DR</i>
Street Address:	2404 W. 14th St.
Internal Address:	Suite 110
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85281
Entity Type:	Corporation: ARIZONA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4787436	VOCEM

CORRESPONDENCE DATA

Fax Number:

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: 602-650-2096
Email: uspt@polsinelli.com
Correspondent Name: Timothy D. Fontes
Address Line 1: One East Washington St.
Address Line 2: Suite 1200
Address Line 4: Phoenix, ARIZONA 85004-2568

ATTORNEY DOCKET NUMBER:	093812-591330
NAME OF SUBMITTER:	Geneva Reimer
SIGNATURE:	/Geneva Reimer/
DATE SIGNED:	10/03/2018

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "*Assignment*") is entered into by and among the following Parties (defined herein) on the date the last Party signs this Assignment ("*Execution Date*"):

A. Vocem, LLC, an Arizona limited liability company with an office and principal place of business at 9939 E. Acacia, Scottsdale, AZ, 85260 ("*Assignor*"); and

B. Runbeck Election Services, Inc., an Arizona corporation with an office and principal place of business at 2404 W. 14th St., Suite 110, Tempe, AZ, 85281 ("*Assignee*").

WHEREAS, Assignor is the owner of record of the trademark registration listed on *Exhibit A* (the "*Trademark*");

WHEREAS, Assignee desires to acquire all of Assignor's entire right, title, and interest in and to the Trademark, together with whatever common-law rights and goodwill are associated with the Trademark; and

WHEREAS, Assignor desires to transfer to Assignee all of Assignor's rights in the Trademark, together with whatever common-law rights and goodwill are associated with the Trademark.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor represents and warrants that it is the owner of the Registration and has the right to execute this Assignment. Assignor does hereby sell, assign, transfer, convey and set over unto Assignee all rights, title, and interest in and to the Trademark, together with whatever common-law rights and goodwill are associated with the Trademark, including, but not limited to, any and all rights to register and to renew the Trademark, together with all rights to sue and recover for past, present and future infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.

2. As a result of this Assignment, the Trademark is to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns, and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment, sale, conveyance, and transfer had not been made.

3. Assignor further covenants and agrees that it shall, at any time, upon Assignee's request, testify in any legal proceeding, execute and deliver any agreement, document, certificate or instrument and generally do all that is possible or that may be necessary or desirable to perfect the title to the Trademark in Assignee, its heirs, successors, assigns or other legal representatives.

4. Assignor hereby authorizes and requests the United States Patent and Trademark Office to record Assignee as owner of the Trademark.

5. This Assignment constitutes the entire understanding between the parties with respect to the subject matter of this Assignment and supersedes any prior discussions, negotiations, agreements, and understandings.

6. This Assignment shall be governed and controlled in all respects by the laws of the State of Arizona, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.

7. This Assignment may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. A facsimile of this document bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.

8. The parties represent that they have carefully read this Assignment and have had an opportunity to consult with an attorney. The parties affirmatively state that they understand the contents of this Assignment, and sign this Assignment as their free act and deed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the Effective Date.

ASSIGNOR:

VOCEM, LLC

By: P. Gene P. [Signature]

Title: Manager

Date: 9/4/2018

ASSIGNMENT ACCEPTED:

ASSIGNEE:

RUNBECK ELECTION SERVICES, INC.

By: [Signature]

Title: CEO

Date: August 31, 2018

STATE OF ARIZONA)
COUNTY OF MARICOPA)

On Sept. 04, 2018 before me, BROOKE A. TURLEY a Notary Public, personally appeared [Signature], a duly authorized representative of VOCEM, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his authorized capacity, and that by her/his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Signature: [Signature]

SEAL

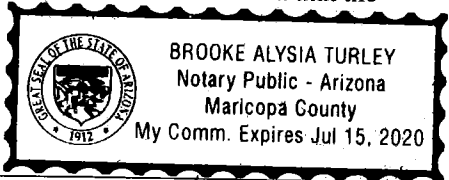


EXHIBIT A
TRADEMARK

Mark/Name/AN/RN	Status/Status Date	Full Goods/Services	Owner Information
VOCEM Reg. No.: 4787436 Serial No.: 86410278	Registered August 4, 2015	(Int'l Class: 009) Computer application software for mobile phones, namely, software for sharing political opinions and stories	Vocem LLC 9939 E. Acacia Scottsdale, AZ 85260