

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499207

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elauwit Networks, LLC		08/01/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Boingo MDU, LLC		
Street Address:	10960 Wilshire Blvd. 23rd Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90024		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4654548	STREAMFAST	
CORRESPONDENCE DATA			
Fax Number:	3125548000		
<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:	312-554-7964		
Email:	sxs@pattishall.com		
Correspondent Name:	Sharon Stolfa		
Address Line 1:	200 S. Wacker Drive, Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	2347-4		
NAME OF SUBMITTER:	Sharon Stolfa		
SIGNATURE:	/sharonstolfa/		
DATE SIGNED:	11/21/2018		
Total Attachments: 4			
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CH \$40.00 4654548

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (“IP Assignment”) is effective as of the Closing by **BOINGO MDU, LLC**, a Delaware limited liability company (“Assignee”), and **ELAUWIT NETWORKS, LLC**, a South Carolina limited liability company (“Assignor”), pursuant and subject to that certain Asset Purchase Agreement, dated as of August 1, 2018, by and among Parent, Buyer, Seller and certain other parties identified therein (the “Purchase Agreement”). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, Assignor is the owner of the Seller Registered Intellectual Property; and

WHEREAS, Assignor has agreed to assign, and Assignee has agreed to acquire, all right, title and interest in and to the Seller Registered Intellectual Property as more fully set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ***Sale, Transfer and Assignment of the Seller Registered Intellectual Property.*** Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor’s right, title and interest in and to the Seller Registered Intellectual Property and the governmental registrations and pending applications with respect thereto, if any, together with any goodwill symbolized by or associated with such Seller Registered Intellectual Property. The Seller Registered Intellectual Property, as set forth in the Purchase Agreement, includes, without limitation, the items identified on Schedule A, which is attached hereto and incorporated herein by reference.

2. ***Further Assurances.*** Assignor shall promptly execute any further documents or instruments of assignment, conveyance, transfer and confirmation and to take such action as may be reasonably requested by Assignee in order to more effectively convey and transfer as necessary to perfect or register the interest of Assignee in and to the Seller Registered Intellectual Property.

3. ***Binding Instrument.*** This IP Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. ***Counterparts.*** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. ***Governing Law.*** This IP Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to the choice of law principles thereof.

6. ***Amendment.*** This IP Assignment may not be modified or amended without the prior written consent of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this IP Assignment on the date first written above.

ELAUWIT NETWORKS, LLC
("Assignor")

By: _____

Name: Barry Rubens

Title: Chief Executive Officer

[NOTARY BLOCK BELOW]

TAMEEKA PRIOR
NOTARY PUBLIC



MY COMMISSION EXPIRES 4/5/2020
SOUTH CAROLINA

ACKNOWLEDGED AND ACCEPTED BY:

BOINGO MDU, LLC
("Assignee")

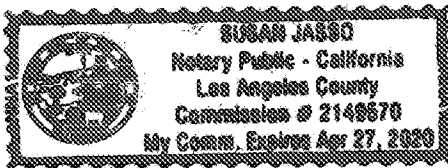
By: _____
Name: Peter Hovenier
Title: Manager

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

Subscribed and sworn to (or affirmed) before me on this 16th day of August, 2018, by Peter Hovenier proved to me on the basis of satisfactory evidence to be the person who appeared before me.



Susan Jasso
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

SCHEDULE A

SELLER REGISTERED INTELLECTUAL PROPERTY

Registered Trademark

Mark	Country	Registration No.	App. Date Reg. Date	Type of Mark
Streamfast	United States	4654548	March 31, 2014 December 9, 2014	Service Mark

GDSVF&H/3613275.2

RECORDED: 11/21/2018

**TRADEMARK
REEL: 006487 FRAME: 0494**