

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM499950

<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>
CloudNet Group, LLC		11/27/2018	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Momentum Telecom, Inc.		
<b>Street Address:</b>	880 Montclair Road		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35213		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4566715	CLOUDNETGROUP	
<b>Registration Number:</b>	4566716	CLOUDNETGROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2054886267		
<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>	205-521-8267		
<b>Email:</b>	devans@bradley.com		
<b>Correspondent Name:</b>	Donita Evans		
<b>Address Line 1:</b>	1819 Fifth Avenue North		
<b>Address Line 2:</b>	Bradley Arant Boult Cummings LLP		
<b>Address Line 4:</b>	Birmingham, ALABAMA 35203		
<b>ATTORNEY DOCKET NUMBER:</b>	102168-301034		
<b>NAME OF SUBMITTER:</b>	Donita Evans		
<b>SIGNATURE:</b>	/donita evans/		
<b>DATE SIGNED:</b>	11/29/2018		
<b>Total Attachments: 7</b> source=CloudNetassignment#page1.tif			

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), dated November 27, 2018 is made by CloudNet Group, LLC, an Arizona limited liability company, located at 127 S. Weber Drive, Chandler, Arizona 85226 ("Seller"), in favor of Momentum Telecom, Inc., a Delaware corporation, located at 880 Monclair Road, Suite 400, Birmingham, Alabama 35213 ("Purchaser").

## RECITALS:

A. Seller and Purchaser are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated November 12, 2018, by and among Seller, Purchaser, Flying Marlin Inc, Shawn Vastock and James Gillespie, pursuant to which Seller agreed to sell, convey, grant, transfer, assign, set over and deliver to Purchaser certain assets of Seller, including the Assigned Trademarks (as defined herein).

B. Under the terms of the Purchase Agreement, Seller has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, in consideration for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment. On the terms and subject to the conditions set forth in the Purchase Agreement, effective as of the Effective Time, Seller hereby irrevocably sells, conveys, grants, transfers, assigns, sets over and delivers to Purchaser, and Purchaser hereby accepts, all of Seller's right, title, and interest in, to and under the trademarks listed in Exhibit A of this Agreement (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks including:

- (a) the Assigned Trademarks and all issuances, extensions, and renewals thereof;
- (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits,

assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. This Trademark Assignment is being made and delivered pursuant and subject to the terms of the Purchase Agreement. In no event will this Trademark Assignment expand, limit or otherwise modify, amend, or change in any way the rights and obligations of Seller and Purchaser under the Purchase Agreement. All notices and other communications hereunder shall be delivered as set forth in the Purchase Agreement.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER:

CLOUDNET GROUP, LLC

By: \_\_\_\_\_  
Name: JAMES GILLESPIE  
Title: CEO

STATE OF Arizona )

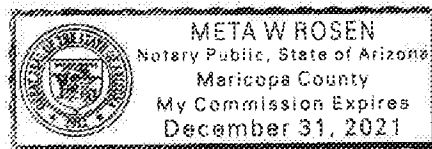
COUNTY OF Maricopa )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that James Gillespie, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the 26 day of November, 2018.

(SEAL)  
NOTARY PUBLIC  
My Commission Expires: 12-31-2021

Meta W Rosen  
\_\_\_\_\_  
Meta W Rosen  
(Print Name)



[Signature Page to Trademark Assignment Agreement]

TRADEMARK  
REEL: 006513 FRAME: 0749

AGREED TO AND ACCEPTED:



**PURCHASER:**

MOMENTUM TELECOM, INC.

By: [Signature]  
Name: William J. Fox, III  
Title: Chief Executive Officer

STATE OF Alabama )

COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that William J. Fox III, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

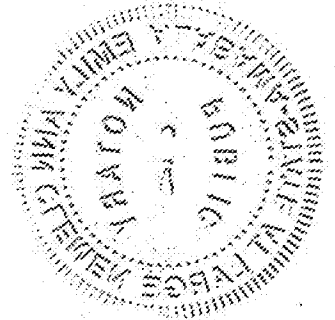
GIVEN under my hand and official seal of office this the 26 day of November, 2018.

(SEAL)  
NOTARY PUBLIC  
My Commission Expires: 6/19/2022

[Signature]  
Emily Ann Clemen  
(Print Name)

1917-1918

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EXHIBIT "A"

ASSIGNED TRADEMARK REGISTRATIONS

1.

CLOUDNETGROUP

Word Mark: CLOUDNETGROUP

Register: Principal Register

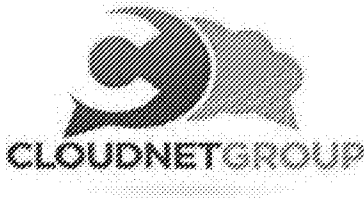
Goods and Services: IC 038. US 100 101 104. G & S: Hosted Internet Protocol (IP) business telephone service comprising local telephone service, private branch exchange (PBX) advanced calling features, and telephone voice messaging services, text and numeric wireless digital messaging services; telecommunications reseller services for businesses in selected markets, namely, providing hosted IP PBX services for businesses that include local and long distance telephone services, voice telecommunication services, and voice over internet protocol (VOIP) services that use voice encoding; telecommunication services, namely, transmission of voice, data and documents, in the field of search and rescue operations and firefighting operations; facsimile services, namely, facsimile transmission and retrieval services; voice mail services; telecommunication services, namely, automated telephone call screening services, providing advanced calling features in the nature of automatic recall and call back, call barring services; call forwarding services; telecommunication services in the nature of providing telephone features, namely, call waiting, call identification, call forwarding, and message waiting; Voice-activated dialing services; fixed and mobile telephone services; interstate telephone services; intrastate telephone services; leasing of telecommunication equipment, namely, telephones, facsimile machines, and answering machines; telecommunication services in the nature of providing telephone services with various telephone features, namely, a dedicated toll-free number, voicemail, multiple mailbox extensions, telephone message notification, fax capabilities, detailed call reports, call waiting, call identification, call forwarding, and message waiting; telecommunications services for providing multiple-user access to a global computer network; telecommunication services, namely, call hunting; call screening services; telephone telecommunications services provided via prepaid telephone calling cards. telecommunication services, namely, providing advanced calling features, namely, changing one's caller ID, recording calls, changing the sound of one's voice over the phone, and straight-to-voicemail calls; providing a website in the field of telecommunications call routing that allows end users to manage their own call routing; telecommunications services, namely, providing consumers with their choice of telephone numbers. FIRST USE: 20120530. FIRST USE IN COMMERCE: 20120530

Registration Number: 4566715

Registration Date: July 15, 2014



2.



Word Mark: CLOUDNETGROUP

Register: Principal Register

Goods and Services: IC 038. US 100 101 104. G & S: Hosted Internet Protocol (IP) business telephone service comprising local telephone service, private branch exchange (PBX) advanced calling features, and telephone voice messaging services, text and numeric wireless digital messaging services; telecommunications reseller services for businesses in selected markets, namely, providing hosted IP PBX services for businesses that include local and long distance telephone services, voice telecommunication services, and voice over internet protocol (VOIP) services that use voice encoding; telecommunication services, namely, transmission of voice, data and documents, in the field of search and rescue operations and firefighting operations; facsimile services, namely, facsimile transmission and retrieval services; voice mail services; telecommunication services, namely, automated telephone call screening services, providing advanced calling features in the nature of automatic recall and call back, call barring services; call forwarding services; telecommunication services in the nature of providing telephone features, namely, call waiting, call identification, call forwarding, and message waiting; Voice-activated dialing services; fixed and mobile telephone services; interstate telephone services; intrastate telephone services; leasing of telecommunication equipment, namely, telephones, facsimile machines, and answering machines; telecommunication services in the nature of providing telephone services with various telephone features, namely, a dedicated toll-free number, voicemail, multiple mailbox extensions, telephone message notification, fax capabilities, detailed call reports, call waiting, call identification, call forwarding, and message waiting; telecommunications services for providing multiple-user access to a global computer network; telecommunication services, namely, call hunting; call screening services; telephone telecommunications services provided via prepaid telephone calling cards. telecommunication services, namely, providing advanced calling features, namely, changing one's caller ID, recording calls, changing the sound of one's voice over the phone, and straight-to-voicemail calls; providing a website in the field of telecommunications call routing that allows end users to manage their own call routing; telecommunications services, namely, providing consumers with their choice of telephone numbers. FIRST USE: 20120530. FIRST USE IN COMMERCE: 20120530

Registration Number: 4566716

Registration Date: July 15, 2014

Description of Mark: The color(s) blue, green and white is/are claimed as a feature of the mark. The mark consists of the stylized wording "CLOUDNETGROUP" with "CLOUDNET" in blue and "GROUP" in green. Above the wording appears a blue bubble with a pointed end with a white letter "C" on the left side of the bubble. To the right of the blue bubble appears a green cloud design with white lining.