

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TicketRX, LLC		12/31/2018	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Multi Service Technology Solutions, Inc.		
Street Address:	9800 NW 41st Street		
Internal Address:	Suite 400		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33178		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87641890	TICKETRX	
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>			
Phone:	857-287-3142		
Email:	christina.harris@wbd-us.com		
Correspondent Name:	Jennifer Itzkoff		
Address Line 1:	2 International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	103785.0001.1		
NAME OF SUBMITTER:	Jennifer Itzkoff		
SIGNATURE:	/Jennifer Itzkoff/		
DATE SIGNED:	01/08/2019		
Total Attachments: 4			
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EXECUTION VERSION

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made and entered into as of December 31, 2018, by and among TicketRX, LLC, a Missouri limited liability company (the "Assignor"), and Multi Service Technology Solutions, Inc., a Florida corporation (the "Assignee").

WITNESSETH

WHEREAS, the Assignor and the Assignee have entered into the Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which the Assignee has acquired all of the Assignor's right, title and interest in and to the trademark registrations listed in Schedule A hereto (the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Purpose and Definitions. This Agreement is executed and delivered pursuant to the Purchase Agreement. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. Assignment. The Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of the Assignor's right, title and interest in, to and under the Trademarks (free and clear of all liens, security interests, claims, conditions, restrictions, rights and other encumbrances), including, without limitation, all goodwill associated therewith or symbolized thereby, all common law trademark rights related thereto, together with the right to sue and recover damages for future, present and past infringements thereof and to fully and entirely stand in the place of the Assignor in all matters related thereto. This Agreement is intended to be an absolute assignment and not by way of security.

3. Recordation of Assignment. The Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and other empowered officials of the United States Patent and Trademark, and any other applicable governmental authority in any applicable jurisdiction inside or outside the United States, to transfer all of the Trademarks to the Assignee and to record the Assignee as the owner of the Assignor's entire right, title and interest therein, to issue to the Assignee all trademark registrations, and to issue to the Assignee, in lieu of the Assignor, in accordance with this instrument, all future notices and any other communications and documents bearing on the Trademarks.

4. Effect of Assignment. Nothing contained in this Agreement, express or implied, is intended to or shall be construed to modify, supersede, restrict, impair, diminish or limit in any way the terms of the Purchase Agreement, and this Agreement shall be subject to the terms and conditions of the Purchase Agreement and all of the representations and warranties, covenants and agreements contained therein. This Agreement is intended only to effect the assignment of the Trademarks. In the event of any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall govern and control.

5. Further Assurance. The Assignor acknowledges and agrees that, from and following the date hereof, the Assignee shall have the sole and exclusive right to obtain, maintain, hold, register and enforce the Trademarks. The Assignor hereby agrees to prepare, execute and deliver, and to cause to be prepared, executed and delivered, to the Assignee, such deeds, bills of sale, instruments of assumption, assignments, instruments of recordation and other instruments, and take such other actions, in addition to those required by this Agreement, as the Assignee may reasonably request, at the Assignee's expense, in

order to effect the intent and purposes of this Agreement and to execute and deliver to the Assignee all lawful documents including petitions, specifications, oaths, assignments, disclaimers, and lawful affidavits in form and in substance which may be reasonably requested by the Assignee.

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

7. No Third Party Beneficiaries. This Agreement is not intended to, nor shall it, create any rights in or confer any benefits upon any person other than the parties to this Agreement.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which, including those received via facsimile transmission or email, shall be deemed an original, and all of which shall constitute one and the same agreement.

9. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this of Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

10. Modification and Waiver. None of the provisions in this Agreement may be waived, changed or altered except in a writing signed by all of the parties hereto.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without reference to its conflict of law provisions. The Parties each submit to the exclusive jurisdiction of the state or federal courts located in Johnson County, Kansas

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

TicketRX, LLC

DocuSigned by:
By: Bryan Shannon
A7F12E36A30142C...
Name: Bryan Shannon
Title: CEO & Member/ Manager

Multi Service Technology Solutions, Inc.

DocuSigned by:
By: Martha Salinas
C5B9983FD7C9417...
Name: Martha Salinas
Title: SVP

Schedule A

Trademarks

Trademark	Serial Number
TicketRX	87641890