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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM516924

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Securities Purchase Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DeviceBits, Inc.		03/01/2019	Corporation: DELAWARE

RECEIVING PARTY DATA	
Name:	Corporate Call Center, Inc.
Street Address:	100 NE Third Avenue, Suite 200
City:	Fort Lauderdale
State/Country:	FLORIDA
Postal Code:	33101
Entity Type:	Corporation: DELAWARE
Name:	The Results Companies, LLC
Street Address:	100 NE Third Avenue, Suite 200
City:	Fort Lauderdale
State/Country:	FLORIDA
Postal Code:	33301
Entity Type:	Limited Liability Corporation - Delaware

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	5624393	ACADEMY
Registration Number:	5507504	CAREASSIST
Registration Number:	5387219	DEVICEBITS
Registration Number:	5466578	SUPPORTPREDICT

CORRESPONDENCE DATA	
Fax Number:	8132735145
<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:	8132735156
Email:	ptotpa@gray-robinson.com
Correspondent Name:	Debra Deardourff Larsen, Esquire
Address Line 1:	401 E. Jackson Street, Suite 2700
Address Line 4:	Tampa, FLORIDA 33602

OP \$115.00 5624393

NAME OF SUBMITTER:	Debra Deardourff Larsen
SIGNATURE:	/Debra Deardourff Larsen/
DATE SIGNED:	04/02/2019
Total Attachments: 8 source=Securities Purchase Agreement#page1.tif source=Securities Purchase Agreement#page2.tif source=Securities Purchase Agreement#page3.tif source=Securities Purchase Agreement#page4.tif source=Securities Purchase Agreement#page5.tif source=Securities Purchase Agreement#page6.tif source=Securities Purchase Agreement#page7.tif source=Securities Purchase Agreement#page8.tif	

SECURITIES PURCHASE AGREEMENT

SECURITIES PURCHASE AGREEMENT, dated as of March 1, 2019 (this "Agreement"), by and among Corporate Call Center, Inc., a Delaware corporation (the "Buyer"), The Results Companies LLC, a Delaware limited liability company, solely with respect to Section 7.7 ("Parent"), DeviceBits, Inc., a Delaware corporation (the "Company"), James C. Ramey, Trustee of the James C. Ramey Revocable Trust (the "Ramey Trust"), James C. Ramey, Trustee of The Kelli C. Wilt-Ramey Slat U/A/D December 30, 2016 (the "Wilt-Ramey Trust"), James C. Ramey, Trustee of the DeviceBits Irrevocable Trust of 2018 ("Ramey Irrevocable Trust"), James C. Ramey ("Ramey"), Brian Thibault ("Thibault"), Jeremy Miller ("Miller" and together with the Ramey Trust, the Wilt-Ramey Trust and Thibault, the "Class A Shareholders") and each other shareholder that has executed this Agreement (each a "Seller" and collectively, the "Sellers") and Ramey, as Shareholder Representative (the "Shareholder Representative").

RECITALS

A. The Class A Shareholders own all of the issued and outstanding shares of Class A common stock of the Company representing 80% of the issued and outstanding Capital Stock of the Company.

B. The Class B Shareholders own all of the issued and outstanding shares of Class B common stock of the Company representing 20% of the issued and outstanding Capital Stock of the Company.

C. The Class A Shareholders and the Class B Shareholders have entered into a Shareholders Agreement, dated as of July 10, 2017 (the "Company Shareholders Agreement"), with the Company pursuant to which each shareholder has agreed to be dragged along, in the case of a sale by more than 50% of the outstanding Capital Stock of the Company.

D. Each of the Class B Shareholders has received a Drag-Along Notice in accordance with the Company Shareholders Agreement or has otherwise waived such notice, in connection with their execution of this Agreement.

E. At the Closing, the Sellers will own all of the outstanding Capital Stock of the Company (the "Shares").

F. Ramey hereby acknowledges that Ramey and members of his immediate family, collectively, have a pecuniary interest in all of the Capital Stock of the Company held by Ramey Trust, Wilt-Ramey Trust and Ramey Irrevocable Trust, which represents 58.4% of the issued and outstanding Capital Stock of the Company, and, as a result, Ramey will benefit from the consummation of the Contemplated Transactions.

G. The Sellers wish to sell to the Buyer, and the Buyer wishes to purchase from the Sellers, all of the Shares on the terms and subject to the conditions set forth in this Agreement.

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the other parties thereto, subject to the Enforceability Exceptions. Neither the Company nor its Subsidiary is in material breach, violation of or default under any Material Contract. No event has occurred that, with notice or lapse of time or both, would constitute such a material breach or violation or default by the Company or its Subsidiary under any Material Contract or, to the Knowledge of the Company, the other parties thereto.

Section 5.13 Customers and Suppliers.

(a) Customers. Schedule 5.13(a) sets forth a true and complete list, for the 12 months ended December 31, 2018, of all customers of the Company, on a consolidated basis. Except as set forth on Schedule 5.13, no Person set forth on Schedule 5.13 (a) has threatened to cancel or otherwise terminate or, to the Knowledge of the Company, intends to cancel or otherwise terminate, the relationship of such Person with the Company or its Subsidiary, or (b) has materially modified or decreased materially or threatened to materially modify or decrease materially or limit materially or, to the Knowledge of the Company, intends to materially modify its relationship with the Company or its Subsidiary, or intends to decrease materially its purchases from, or services or supplies to, the Company or its Subsidiary.

(b) No person other than amounts due pursuant to a lease described on Schedule 5.13(b) or for accounting or legal services or for payment of Service Providers, supplied goods or services to the Company in excess of \$50,000 for the 12 months ended December 31, 2017 and 2018.

Section 5.14 Intellectual Property.

(a) All Intellectual Property owned, used or held for use in the operation of the business of the Company and its Subsidiary(ies) (the "Company Intellectual Property") is either (i) Owned Intellectual Property or (ii) is used by the Company or its Subsidiary pursuant to an IP License (the "Licensed Intellectual Property"), in each case, free and clear of all Liens. The Company Intellectual Property constitutes all Intellectual Property used in the operation of the business of the Company and its Subsidiary(ies) and is sufficient for the Buyer to carry on the business of the Company and its Subsidiary(ies) as presently conducted from and immediately following the Closing in all material respects as presently carried on by the Company and its Subsidiary(ies), consistent with the past practice of the Company and its Subsidiary(ies) with respect to the business of the Company and its Subsidiary(ies). All Company Intellectual Property is valid, subsisting and enforceable.

(b) Schedule 5.14(b) sets forth a true and complete list of all (i) Owned Intellectual Property that is (x) registered, issued or the subject of a pending application with a Governmental Authority, (y) a domain registrations and social media account identifiers, and (z) material unregistered Owned Intellectual Property, and (ii) IP Licenses (other than those related to Shrinkwrap Software). All of the registrations, issuances and applications of Owned Intellectual Property set forth on Schedule 5.14(b) are valid and in full force and effect and all payments of fees and maintenance filings

Schedule 5.14(b)

Intellectual Property

(i) (x) Registered and Pending Owned Intellectual Property

Registered and Pending Trademarks

<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Publication Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>	<u>Design</u>
ACADEMY	87/691,086	20-Nov-2017	-	5,624,393	4-Dec-2018	Registered	N/A
CAREASSIST	87/691,082	20-Nov-2017	17-Apr-2018	5,507,504	3-Jul-2018	Registered	N/A
DEVICEBITS	86/843,680	9-Dec-2015	25-Apr-2017	5,387,219	23-Jan-2018	Registered	
FOOTPRINTS ³	87/691,079	20-Nov-2017	30-Oct-2018	-	-	Abandoned (2.15.19)	N/A
SUPPORTPREDICT	87/691,084	20-Nov-2017	-	5,466,578	8-May-2018	Registered	N/A

(y) Domain Names

17. www.devicebits.com
- www.devicebits.info
 - www.devicebits.net
 - www.devicebits.org
 - www.supportpredict.com

Social Media Accounts

- Facebook - @DeviceBIIts
- Instagram - @DevicebIts
- LinkedIn - DeviceBits
- Twitter - @DeviceBits
- Crunchbase - DeviceBits
- Vimeo - DeviceBits (user56195406)

(z) Material Unregistered Owned Intellectual Property

³ The Company has withdrawn its pursuit of its FOOTPRINTS trademark registration and will cease use of the mark.

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

Corporate Call Center, Inc.

By: 

Name: Harold A. Gooden, Jr.

Title: CEO

The Results Companies LLC (with respect to Section 7.7)

By: 

Name: Harold A. Gooden, Jr.

Title: CEO

DeviceBits, Inc.

By: _____

Name:

Title:

Signature Page to Securities Purchase Agreement

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

Corporate Call Center, Inc.

By: _____
Name:
Title:

The Results Companies LLC (with respect to Section 7.7)

By: _____
Name:
Title:

DeviceBits, Inc.

By: James Kandy
Name:
Title: CEO

Signature Page to Securities Purchase Agreement