

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM523455

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CallPointe.com, Inc.		05/02/2017	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	West Corporation		
Street Address:	11808 Miracle Hills Drive		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68154		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77876859	CALLPOINTE.COM	
CORRESPONDENCE DATA			
Fax Number:	8169838080		
<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:	8169838000		
Email:	pto-kc@huschblackwell.com		
Correspondent Name:	HUSCH BLACKWELL LLP		
Address Line 1:	4801 Main Street, Suite 1000		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	15116.10291		
NAME OF SUBMITTER:	Kris Kappel		
SIGNATURE:	/kris kappel/		
DATE SIGNED:	05/14/2019		
Total Attachments: 19			
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STOCK PURCHASE AGREEMENT

by and among

CALLPOINTE.COM, INC.,

MARK STARKS,
as a Seller and the Sellers' Representative,

THE SHAREHOLDERS OF CALLPOINTE.COM, INC.
SET FORTH ON THE SIGNATURE PAGES HERETO,
each as a Seller,

and

WEST CORPORATION

Dated as of May 2, 2017

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this “Agreement”), is dated as of May 2, 2017, by and among **CALLPOINTE.COM, INC.**, an Arizona corporation (the “Company”), **THE SHAREHOLDERS OF THE COMPANY SET FORTH ON THE SIGNATURE PAGES HERETO** (each being referred to herein as a “Seller,” and collectively, the “Sellers”); **MARK STARKS**, as the Sellers’ representative (the “Sellers’ Representative”); and **WEST CORPORATION**, a Delaware corporation (or an Affiliate of West Corporation, as assignee pursuant to Section 16.01), as Buyer (the “Buyer”).

WITNESSETH:

WHEREAS, the Company is engaged in the business of providing (a) notifications, alerts, reminders and/or messaging services via phone, text, email and smartphone applications relating to patient communication to hospitals, health systems, physicians, dentists and other healthcare service providers, and (b) appointment-centric non-healthcare reminder communications, in each case with respect to clauses (a) and (b), as provided by the Company on the Closing Date or as set forth in the Company’s product development plans as of the Closing Date (collectively, the “Business”); and

WHEREAS, the Sellers own all of the issued and outstanding shares of capital stock of the Company (collectively, the “Stock”); and

WHEREAS, the Buyer desires to purchase the Stock from the Sellers, and the Sellers desire to sell the Stock to the Buyer, in each case upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, a portion of the consideration will be deposited into escrow funds to secure the obligations of the Sellers to indemnify the Buyer for breaches (if any) of any representations, warranties, or covenants of the Company or the Sellers;

NOW, THEREFORE, in consideration of the foregoing premises and the respective covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. As used in this Agreement, the following terms shall have the following meanings:

“Acceptance Notice” has the meaning set forth in Section 3.01.

“Affiliate” has the meaning set forth in Rule 405 promulgated under the Securities Act.

“Affiliated Group” means an “affiliated group” as defined in section 1504 of the Code.

(e) Correct and complete copies of all documents that contain any environmental reports, investigations, and audits relating to premises currently owned or operated by the Company (whether conducted by or on behalf of the Company or a third party, and whether done at the initiative of the Company or directed by a Governmental Entity or other third party) that were issued or conducted during the past three (3) years and that are in the possession of the Company have been made available in the Data Room to the Buyer.

Section 5.18. Intellectual Property.

(a) Schedule 5.18(a) sets forth a true and complete list of: (i) all U.S. and foreign patents and patent applications and all names of any Persons who are or claim to be inventors or creators of any process or invention claimed by such patents or patent applications that are (A) now owned by the Company, or (B) used by the Company; (ii) all proprietary names and registrations and applications for registration of such proprietary names or Trademarks in all countries of the world that are now owned or used by the Company; and (iii) all registered Copyrights and all domain names and applications for registration of domain names that are now owned or used by the Company.

(b) Schedule 5.18(b) sets forth a true and complete list of all Owned Intellectual Property and all Licensed Intellectual Property (other than non-exclusive end user licenses of commercially available Software having an aggregate replacement cost of less than \$25,000 annually), showing, in each case, whether such Intellectual Property is owned or licensed, any product, device, process, service, business, or publication covered thereby, the registered or other owner, licensor, or licensee, expiration date, and filing number, if any.

(c) Schedule 5.18(c) identifies all licenses, sublicenses, assignments, license fees, royalties and other charges and other Contracts (oral or written) to which the Company is a party or by which the Company or any of its property is in any way bound or affected relating to the Owned Intellectual Property or the Licensed Intellectual Property (other than non-exclusive end user licenses of commercially available Software having an aggregate replacement cost of less than \$25,000 annually).

(d) Except as otherwise set forth in Schedule 5.18(d), the Company is the exclusive owner of the entire and unencumbered right, title, and interest, including beneficial interest, in and to, and has good and marketable title to, each item of the Owned Intellectual Property, free and clear of any Liens (except Permitted Liens), and has the right to use the Owned Intellectual Property in the conduct of its business as presently conducted and as presently contemplated or planned to be conducted. The Company has full right or license to use the Licensed Intellectual Property in the conduct of its business as presently conducted and as presently contemplated or planned to be conducted.

(e) The Owned Intellectual Property and Licensed Intellectual Property include all of the Intellectual Property developed by the Company and/or used in the Business of the Company. Except as set forth in Schedule 5.18(e), there are no other items of Intellectual Property that are used by the Company other than non-exclusive end user licenses of commercially available Software having an aggregate replacement cost of less than \$25,000 annually.

(f) Except as disclosed in Schedule 5.18(f): (i) all registrations for Patent Rights owned by the Company are valid and in force, all registrations for Copyrights and Trademarks owned by the Company are valid and in force, and all applications by the Company to register any unregistered Copyrights, Patent Rights, and Trademarks are pending and in good standing; (ii) the Company has the sole and exclusive right to bring actions for infringement or unauthorized use of the Owned Intellectual Property, and to the Knowledge of the Company, there is no basis for any such action; (iii) the Company has taken all actions reasonably necessary to protect, including registering where the Companies' business activities necessitated such registration, the Owned Intellectual Property; and (iv) the Company has not taken any action that would materially impair or otherwise materially adversely affect its rights in such Owned Intellectual Property.

(g) There are no pending or, to the Knowledge of the Company, threatened interferences, reexaminations, oppositions, or cancellation Proceedings involving any Owned Intellectual Property.

(h) There are no pending or, to the Knowledge of the Company, threatened Proceedings contesting the validity, ownership or right to use, sell, license, distribute, or dispose of the Owned Intellectual Property.

(i) There is no breach or violation by the Company under, and to the Knowledge of the Company, there is no breach or violation by any other party to, any (i) Contract (oral or written), license or other document required to be listed in Schedule 5.18(b), or (ii) Licensed Intellectual Property.

(j) There has been no unauthorized disclosure or use of: (i) the Licensed Intellectual Property by the Company, or (ii) to the Knowledge of the Company, the Owned Intellectual Property by any other Person, whether or not the value of which to the Company is dependent upon the maintenance of the confidentiality thereof.

(k) The Owned Intellectual Property, operations, activities, products, equipment, machinery, or processes owned or used by the Company in the conduct of the Business do not infringe on any Intellectual Property of any other Person. To the Knowledge of the Company, the Licensed Intellectual Property does not infringe on any Licensed Intellectual Property of any other Person.

(l) Except as set forth in Schedule 5.18(l), the execution and consummation of this Agreement will not: (i) result in the granting of, or obligate the Buyer or any of its Affiliates to grant, licenses under any Owned Intellectual Property; or (ii) result in any loss or impairment of any Owned Intellectual Property or Licensed Intellectual Property or any right, title, or interest thereto.

(m) Except as disclosed in Schedule 5.18(m): (i) the Company Software is not subject to any transfer, assignment, reversion, site, equipment, or other limitations to which the Company is subject; and (ii) the Company has not, and prior to the Closing will not, export or re-export the Company Software in violation of any Law.

(n) All equity holders, employees, agents, consultants, contractors, or other Persons who have contributed to or participated in the creation or development of any Owned Intellectual Property on behalf of the Company or any predecessor in interest thereto either: (i) is a party to a Contract, including any “work-for-hire” agreement, under which the Company is deemed to be the original owner/author of all Intellectual Property rights therein; or (ii) has executed an assignment or a Contract to assign in favor of the Company (or such predecessor in interest, as applicable) of all right, title, and interest in such Owned Intellectual Property, and a list of each such Contract or assignment is set forth in Schedule 5.18(n). The Company has Contracts in place with all such Persons reasonably sufficient to maintain the confidentiality of the Owned Intellectual Property and Company Software (to the extent such items are confidential in nature), and each such Contract related to the confidentiality of the Owned Intellectual Property and Company Software is listed in Schedule 5.18(n).

(o) Any Owned Intellectual Property that is Software includes the source code, any system documentation, any statements of principles of operation, and any schematics for such Owned Intellectual Property. All other Company Software, including Licensed Intellectual Property, does not include the source code, any system documentation, any statements of principles of operation, or any schematics, except as disclosed in Schedule 5.18(o) or as generally made available to the Company by its licensors.

(p) Except as disclosed in Schedule 5.18(p), the Owned Intellectual Property does not contain any open source software, freeware, or other software distributed under similar licensing or distribution models (including software licensed or distributed under GNU’s General Public License (GPL) or Lesser/Library GPL (LGPL), the Artistic License, the Mozilla Public License, the Netscape Public License, the Sun Community License (SCSL), the Sun Industry Standards License (SISL), the BSD License, or the Apache License), and no such software has been incorporated into any Company Software that would in any way obligate the Company to disclose to any third party the source code for any such Company Software. The Company is in compliance with the open source license for each of the open source software programs set forth in Schedule 5.18(p).

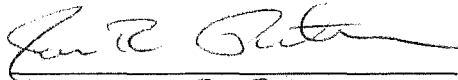
Section 5.19. Taxes. Except as set forth on Schedule 5.19:

(a) (i) the Company has filed or caused to be filed, when due, all Tax Returns required by applicable Law to be filed by it; (ii) the information contained in such Tax Returns is true, complete, and accurate in all material respects; (iii) the Company has paid all Taxes owed by it (whether or not shown on any Tax Return); (iv) any unpaid liability of the Company for Taxes (other than any liability of the Company being contested in good faith and other than Transfer Taxes) not due and payable as of the Closing Date will be reflected as a liability in the calculation of Working Capital; (v) none of the assets, properties, or rights of the Company is “tax-exempt use property” within the meaning of Section 168(h) of the Code; (vi) there are no Liens for Taxes affecting any of the assets, properties, or rights of the Company, except for Permitted Liens and Liens relating to Taxes being contested in good faith and described on Schedule 5.19(a); (vii) there has been no waiver or extension of any applicable statute of limitation for the assessment or collection of any Taxes with respect to the Company that is currently in force with respect to any open Tax period, and no power of attorney granted by or with respect to the Company relating to Taxes is currently in force with respect to any open Tax

IN WITNESS WHEREOF, the Parties hereto have caused this Stock Purchase Agreement to be executed as of the date first above written.

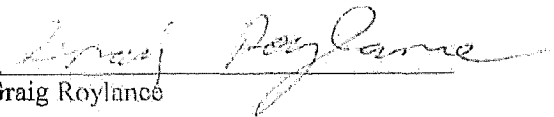
COMPANY:

CALLPOINTE.COM, INC., an Arizona corporation

By: 
Name: James R. Petersen
Title: President & CEO

IN WITNESS WHEREOF, the Parties hereto have caused this Stock Purchase Agreement to be executed as of the date first above written.

SELLERS:


Graig Roylance

James Petersen

Mark Starks

Wally Wallace

The Spickerman Revocable Family Trust
Dated August 10, 1992

Charles A. and Margaret M. Petersen Family
Trust

James Wallen

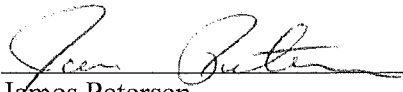
William Petersen

Josh Mory

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James Petersen

Mark Starks

Wally Wallace

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Dated August 10, 1992

By:_____

Charles A. and Margaret M. Petersen Family
Trust

By:_____

James Wallen

William Petersen

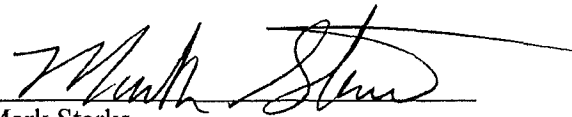
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By: _____

James Wallen

William Petersen

Josh Mory

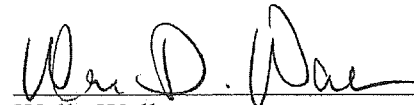
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By: _____

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William Petersen

Josh Mory

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SELLERS:

Graig Roylance

James Petersen

Mark Starks

Wally Wallace

The Spickerman Revocable Family Trust
Dated August 10, 1992

By: Richard C. Spickerman

Charles A. and Margaret M. Petersen Family
Trust

By: _____

James Wallen

William Petersen

Josh Mory

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James Petersen

Mark Starks

Wally Wallace

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Dated August 10, 1992

By: _____

Charles A. and Margaret M. Petersen Family
Trust

By: *Margaret M. Petersen*

James Wallen

William Petersen

Josh Mory

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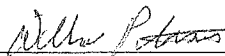
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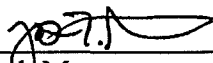
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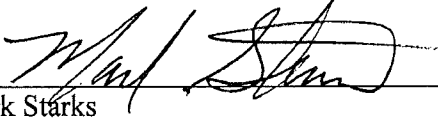
BUYER:

WEST CORPORATION, a Delaware corporation

By: 
Name: David J. Weinen
Title: EVP - Corp Development and Planning

IN WITNESS WHEREOF, the Parties hereto have caused this Stock Purchase Agreement to be executed as of the date first above written.

SELLERS' REPRESENTATIVE:


Mark Starks

SCHEDULES
to the
STOCK PURCHASE AGREEMENT
by and among
CALLPOINTE.COM, INC.,
MARK STARKS, AS A SELLER AND THE SELLER'S REPRESENTATIVE,
THE SHAREHOLDERS OF CALLPOINTE.COM, INC. SET FORTH ON THE SIGNATURE
PAGES THERETO,
and
WEST CORPORATION

May 2, 2017

These schedules (the "Schedules") means the Disclosure Schedule delivered by Company to the Purchaser on the date hereof and referred to in that certain Stock Purchase Agreement (the "Agreement"), dated of even date herewith, by and among **CALLPOINTE.COM, INC.**, an Arizona corporation (the "Company"), **THE SHAREHOLDERS OF THE COMPANY SET FORTH ON THE SIGNATURE PAGES HERETO** (each being referred to herein as a "Seller," and collectively, the "Sellers"); **MARK STARKS**, as the Sellers' representative (the "Sellers' Representative"); and **WEST CORPORATION**, a Delaware corporation (or an Affiliate of West Corporation, as assignee pursuant to Section 16.01), as Buyer (the "Buyer"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

The Schedules constitute an integral part of the Agreement and are attached hereto and hereby are incorporated herein. No disclosure in these Schedules relating to a possible breach or violation of any Contract, Law or order of any Governmental Entity will be construed as an admission or indication that such breach or violation exists or has occurred. Any headings set forth in these Schedules are for convenience of reference only and do not affect the meaning or interpretation of any of the disclosures set forth in the Schedules. Any reference in a particular section of these Schedules shall be deemed to be an exception to (or, as applicable, a disclosure for purposes of) (i) the representations and warranties that are contained in the corresponding section or subsection of this Agreement and (ii) if the relevance of that reference as an exception to (or a disclosure for purposes of) such representations and warranties would be readily apparent solely from the face of such disclosure without reference to any other information, such other representations or warranties of the Company or the Sellers, as applicable, contained in this Agreement. The listing of any matter in these Schedules shall not be deemed or interpreted to expand the scope of such the representations, warranties and/or covenants of the Sellers or the Company set forth in the Agreement.

Schedule 5.18

Intellectual Property

(a)

1. Patents and Patent Applications: None.

2. Trademarks and Tradenames:

a. The Company has the following registered Trademarks:

<u>Title</u>	<u>Registration No.</u>	<u>Filing Date/ Registration Date</u>	<u>Owner</u>
CALLPOINTE	87134218	Filing Date: August 10, 2016	Callpointe.com, Inc.
CALLPOINTE.COM	77876859	Registration Date: July 6, 2010	Callpointe.com, Inc.

b. The Company has common law Trademark rights in the following:

- i. Engage
- ii. Assured Arrival
- iii. Callpointe
- iv. Callpointe Lite
- v. Callpointe No Show Reduction (NSR)
- vi. Pocket Doc
- vii. Pocket Portal

3. Copyrights: None

4. Domain Names:

- a. reminderdelivery.com
- b. xrf.io
- c. arrivalmax.com
- d. qsireminders.com
- e. nextgenmessagingondemand.com
- f. checkmyresults.net
- g. checkmyresults.com
- h. checkmylabresults.com
- i. healthcarereminder.com
- j. nextgenreminders.com
- k. cpenage.com
- l. hangerclinicappointments.com
- m. nextgencancelcalls.com
- n. patientpulse.net