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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM531267

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Skyriver Communications, Inc.		07/11/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SKYRIVER SPECTRUM & TECHNOLOGY LLC		
Street Address:	7310 Miramar Road		
Internal Address:	Suite 500		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92126		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2681702	SKYRIVER
Registration Number:	2684396	SKYRIVER
Registration Number:	5308131	PERCEIVA
Registration Number:	4648940	REINVENTING BROADBAND

CORRESPONDENCE DATA

Fax Number: 9499551921

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.

Phone: 949-955-1920

Email: marielboyan@koslaw.com KLEIN, O'NEILL & SINGH, LLP **Correspondent Name:** Address Line 1: 16755 VON KARMAN AVENUE

Address Line 2: **SUITE 275**

Address Line 4: **IRVINE, CALIFORNIA 92606**

NAME OF SUBMITTER:	DANIEL M. CAVANAGH	
SIGNATURE:	/Daniel M. Cavanagh/	
DATE SIGNED:	07/10/2019	

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of July 11, 2018, is made by Skyriver Communications, Inc., a Delaware corporation ("Assignor"), located at 7310 Miramar Road, Suite 600, San Diego, CA 92126, in favor of Skyriver Spectrum & Technology LLC, a Delaware limited liability company ("Assignee"), located at 7310 Miramar Rd, Suite 500, San Diego, CA 92126.

WHEREAS, Assignor desires to convey, transfer, and assign to Assignee, certain intellectual property of Assignor;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:
 - (a) the trademarks set forth in Schedule 1 hereto (the "Marks") and all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks (the "Assigned Marks");
 - (b) all rights of any kind whatsoever of Assignor accruing under or based on the filing of 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, 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. Assignor 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 Assignee. At the reasonable request of Assignee, and without demanding further consideration from Assignee, Assignor agrees to execute and deliver such other instruments and perform such other acts and things as may be reasonably necessary for effecting completely the consummation of the transfer of ownership in and to the Assigned Marks as contemplated hereby, including without limitation execution, acknowledgment and recordation of other such papers, and using reasonable efforts to obtain the same from the respective inventors, as necessary or desirable for fully perfecting and conveying unto Assignee the benefit of the transfer of ownership in and to the Assigned Marks as contemplated hereby. To that end, should the Assignee be unable to secure Assignor's signature on any document

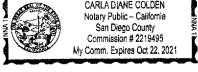
necessary to record and register the transfer of ownership of the Assigned Marks to Assignee, or prosecute, obtain, enforce or defend any rights relating to any of the Assigned Marks, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact, with full power of substitution, to act for and in Assignor's behalf and stead to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Assignor, it being expressly understood and intended that the grant of the foregoing irrevocable power of attorney with respect to said Assigned Marks is coupled with an interest in and to the Assigned Marks.

- 3. <u>Counterparts</u>. 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.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

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

SKYRIVER COMMUNICATIONS, INC., a Delaware corporation Title: CEO Address for Notices: 7310 Miramar Road, Suite 600 San Diego, CA 92126 STATE OF CALIFORNIA)SS. COUNTY OF SAN DIEGO , who proved to me on the personally appeared Khorami basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature My Commission Expires CARLA DIANE COLDEN Notary Public - California



AGREED TO AND ACCEPTED:

	LLC,
	A Delaware limited company
	By: Name: Adam Grickling Title: Manager Address for Notices: 7310 Miramar Road, Suite 500 San Diego, CA 92126
STATE OF CALIFORNIA))SS.
COUNTY OF SAN DIEGO	
On Juyll, 2018, before me, personally appeared Adam Gickling basis of satisfactory evidence to be the person(s) instrument and acknowledged to me that he/she/tl authorized capacity(ies), and that by his/her/their the entity upon behalf of which the person(s) acted	ney executed the same in his/her/their signature(s) on the instrument the person(s), or
I certify under PENALTY OF PERJURY under th foregoing paragraph is true and correct.	e laws of the State of California that the
WITNESS my hand and official seal.	
Signature Colonia Colonia Commission Expires 10 22 22 22 1	CARLA DIANE COLIDEN Notary Public – California San Diego County Commission # 2219495 My Comm. Expires Oct 22, 2021

SKYRIVER SPECTRUM & TECHNOLOGY

SCHEDULE 1

ASSIGNED MARKS

Trademark	Jurisdiction	Registration Number	Registration Date
Skyriver	US	2681702	01/28/2003
Skyriver	US	2684396	02/04/2003
Perceiva	US	5308131	10/10/2017
Reinventing Broadband	US	4648940	12/02/2014

TRADEMARK REEL: 006690 FRAME: 0526

RECORDED: 07/10/2019