TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM549514

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
	Corrective Assignment to correct the CONVEYING PARTY previously recorded on Reel 006640 Frame 0480. Assignor(s) hereby confirms the ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL.		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Communications Systems, Inc.		04/05/2019	Corporation: MINNESOTA

RECEIVING PARTY DATA

Name:	PPC Broadband, Inc.
Street Address:	6176 E Molloy Rd.
City:	East Syracuse
State/Country:	NEW YORK
Postal Code:	13057
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85645576	FUTURELINK
Serial Number:	87080377	GIGAPATH

CORRESPONDENCE DATA

Fax Number: 3154258553

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.

3154252700 Phone:

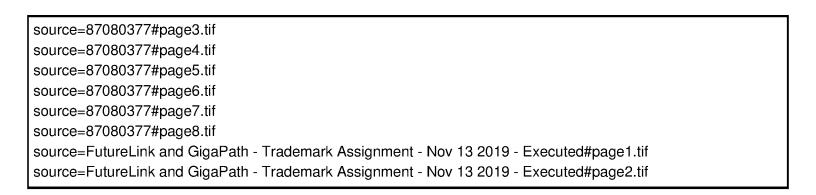
Email: ip@barclaydamon.com, kmorrison@barclaydamon.com

Kaleigh P. Morrison **Correspondent Name:** Address Line 1: 125 East Jefferson Street Address Line 4: Syracuse, NEW YORK 13202

ATTORNEY DOCKET NUMBER: 4503-3058639 NAME OF SUBMITTER: Kaleigh P. Morrison **SIGNATURE:** / Kaleigh P. Morrison / **DATE SIGNED:** 11/14/2019

Total Attachments: 10 source=87080377#page1.tif source=87080377#page2.tif

> **TRADEMARK** REEL: 006796 FRAME: 0510



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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM522651

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Name Formerly		Entity Type	
Suttle, Inc.		04/05/2019	Corporation: MINNESOTA	

RECEIVING PARTY DATA

Name:	PPC Broadband, Inc.
Street Address:	6176 E Molloy Rd
City:	East Syracuse
State/Country:	NEW YORK
Postal Code:	13057
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4913980	FUTURELINK
Serial Number:	87080377	GIGAPATH

CORRESPONDENCE DATA

Fax Number:

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: 3154252878

Email: ip@barclaydamon.com
Correspondent Name: Kaleigh P. Morrison
Address Line 1: 125 E. Jefferson Street

Address Line 4: Syracuse, NEW YORK 13202

ATTORNEY DOCKET NUMBER:	3058639
NAME OF SUBMITTER:	Kaleigh P. Morrison
SIGNATURE:	/ Kaleigh P. Morrison /
DATE SIGNED:	05/08/2019

Total Attachments: 6

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> TRADEMARK REEL: 006640 FRAME: 0582

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TRADEMARK
REEL: 006690 FRAME: 0583

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "<u>IP Assignment</u>"), dated as of April 5, 2019, is made by Suttle, Inc., a Minnesota corporation ("<u>Seller</u>"), in favor of PPC Broadband Inc., a Delaware corporation ("<u>Buyer</u>") and purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated as of even date herewith (the "<u>Asset Purchase Agreement</u>"), by and between Buyer and Seller.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

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, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "<u>Assigned IP</u>"):
 - (a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");
 - (b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "<u>Trademarks</u>"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
 - (c) 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;
 - (d) 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
 - (e) 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. <u>Recordation and Further Actions.</u> Seller hereby authorizes the Commissioner for Patents and 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

TRADEMARK REEL: 006690 FRAME: 0582 this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

- 3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. This IP 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 IP Assignment delivered by 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 IP Assignment.
- 5. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law.</u> This IP 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 IP 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).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

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In Witness Whereof, Seller has duly executed and delivered, and Buyer has agreed to and accepted, this IP Assignment as of the date first above written.

SUTTLE, INC.

Name: Mark Fandrich

Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

PPC BROADBAND INC.

By:	
Name:	
Title:	

In Witness Whereof, Seller has duly executed and delivered, and Buyer has agreed to and accepted, this IP Assignment as of the date first above written.

SUTTLE, INC.

By_______Name: Mark Fandrich
Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

PPC BROADBAND INC.

By: Brian Anderson
Title: Secretary

SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS

12.200322.2003	0.000		\$101100
Optical Fiber Cable Drop Interface Box	United States	Issued	9008483
(DIB)	Canada	Issued	2832288
	Mexico	Issued	329213
Stackable Hybrid NID (SNID)	Canada	App. Published	2922709
	Mexico	App. Published	MX/a/2015/015752
Modular Plug and Play Connectivity Platform	United States	Issued	9,134,496
Micro-Duct coupler for enclosures and	United States	Issued	10,088,644
adapters	Canada	App. Filed	2,997,162
	Mexico	App. Filed	MX/a/2018/004428
Enclosure spool system; payout spool	United States	App. Filed	16/077,010
axle, breakdown storage	Canada	App. Filed	3,014,173
Stackable Splitter Modules	United States	App. Filed	16/068,746
	Mexico	App. Filed	MX/a/2018/008682

SCHEDULE 2
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

FUTURELINK	United States	Registered	85/645,576	4,913,980
GIGAPATH	United States	Pending	87/080,377	n/a

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RECORDED: 05/08/2019

TRADEMARK REEL: 006**89**0 FRAME: 0**589**

TRADEMARK ASSIGNMENT

WHEREAS, Communications Systems, Inc., a corporation organized and existing under the law of the State of Minnesota, with a place of business at 10900 Red Circle Drive, Minnetonka, MN 55343, U.S.A. (herein "Assignor"), has adopted and is using the FUTURELINK trademark in commerce and has obtained U.S. Trademark Registration No. 4913980 for the FUTURELINK trademark.

WHEREAS, PPC Broadband, Inc., a corporation organized and existing under the law of the State of Delaware, with a place of business at 6176 E Molloy RD East, Syracuse, NY 13057, U.S.A. (herein "Assignee"), desires to acquire the Assignor's entire right, title and interest in and to the FUTURELINK trademark.

WHERAS, this Assignment is made, *nunc pro tunc*, effective April 5, 2019, for the purpose of recording the transfer of ownership of the mark and registration from the Assignor to the Assignee.

NOW, THEREFORE:

In consideration of and in exchange for the sum of One Dollar (\$1.00 U.S.) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, transfers, and conveys to Assignee all rights, title, and interests in and to the mark and the registration together with the goodwill of the business symbolized by the mark, along with the right to recover for damages and profits and all other remedies for past infringement thereof.

By:

Dated: November 7, 2019

By: Male) when

Mark Fandrich, CFO

Communications Systems, Inc.

Dated: Normber 13, 2007

PPC Broadband, Inc.

Was P GLER

TRADEMARK ASSIGNMENT

WHEREAS, Communications Systems, Inc., a corporation organized and existing under the law of the State of Minnesota, with a place of business at 10900 Red Circle Drive, Minnetonka, MN 55343, U.S.A. (herein "Assignor"), has filed an intent to use application with the United States Patent and Trademark Office for the GIGAPATH trademark having U.S. Trademark Serial No. 87080377.

WHEREAS, PPC Broadband, Inc., a corporation organized and existing under the law of the State of Delaware, with a place of business at 6176 E Molloy RD East, Syracuse, NY 13057, U.S.A. (herein "Assignee"), desires to acquire the Assignor's entire right, title and interest in and to the GIGAPATH trademark.

WHERAS, this Assignment is made, nunc pro tunc, effective April 5, 2019, for the purpose of recording the transfer of ownership of the mark and registration from the Assignor to the Assignee.

NOW, THEREFORE:

In consideration of and in exchange for the sum of One Dollar (\$1.00 U.S.) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, transfers, and conveys to Assignee all rights, title, and interests in and to the GIGAPTH application along with the entire business or portion thereof to which the marks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

Dated: November 7, 2019

Mark Fandrich, CFO

Communications Systems, Inc.

Dated: Valence

ву: _

PPC Broadband, Inc.

TRADEMARK REEL: 006796 FRAME: 0521

RECORDED: 11/14/2019