900538702 03/05/2020

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM565413

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900534267

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Youroam, Inc.		12/13/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Telcom Ventures LLC	
Street Address:	200 S. Biscayne Blvd. #2790	
Internal Address:	Attn: S. Martin	
City:	Miami	
State/Country:	FLORIDA	
Postal Code:	33131	
Entity Type:	Limited Liability Company: FLORIDA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5057042	YOUROAM

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: 9257088494

Email: marcosgcunha@gmail.com

Correspondent Name: Marcos Cunha Address Line 1: 301 West Ave Address Line 2: Apt 3306

Address Line 4: Austin, TEXAS 78701

NAME OF SUBMITTER: Marcos Cunha SIGNATURE: /Marcos Cunha/ **DATE SIGNED:** 03/05/2020

Total Attachments: 2

source=YouRoam Domain Name Trademark Purch Agr 12-13-19#page1.tif source=YouRoam Domain Name Trademark Purch Agr 12-13-19#page2.tif

> **TRADEMARK** REEL: 006883 FRAME: 0253

900538702

Domain Name, Trademark and Customer List Purchase and Assignment Agreement dated December 13, 2019

The current owner of the domain name and trademark identified below (hereinafter referred to as "Seller") desires to sell all rights, title and interest in such domain name and trademark to the Purchaser, and the Purchaser desires to acquire same rights, title and interest in such domain name from the Seller. Therefore, it is agreed between the parties as follows:

- 1. The domain name to be transferred from the Seller to the Purchaser is YouRoam.com (referred to sometimes herein as "Domain Name."). The Seller is the registered owner of a mark "YouRoam" that is registered in the United States Patent and Trademark Office, Registration No. 5057042, dated May 2, 2014 (the "Marks").
- 2. The Seller agrees to transfer to the Purchaser all right, title and interest of whatever kind in and to (a) the Domain Name, including any trademark rights associated with the Domain Name itself and all Internet traffic to the domain name, (b) the Marks, including without limitation the goodwill of the business relating to the products and services on which the Marks are used and for which they are registered, all income, royalties, and damages hereafter due or payable to Seller with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks, and all rights to sue for past, present and future infringement or misappropriations of the Marks, and (c) the Seller's database listing of approximately 225,000 emails of customers. Notwithstanding, this Agreement does not relate to any Website or other content, which shall remain the property of the Seller.
- 3. As consideration for the sale of the Domain Name and Marks the Purchaser is to pay Seller the amount of one dollar and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller.
- 4. Upon or promptly after execution of this Agreement, Seller will take the necessary actions required to change the registered ownership of the Domain Name and Marks.
- 5. Nothing in this Agreement shall be construed to in any way limit the right of the Seller to purchase, own, create and/or maintain another Website.
- 6. This Agreement states the entire agreement between the parties concerning the purchase and sale of the identified domain name and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under

TRADEMARK REEL: 006883 FRAME: 0254 and shall be construed according to the laws of the State of Florida. Any disputes must be settled in a court of competent jurisdiction in the State of Florida.

7. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

8. The effective date of this Agreement shall be the date signed by the parties. If the parties sign on different dates, the effective date shall be the date of the last signature.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein as of the date first written above.

SELLER:

YOUROAM, INC.

By: Marcos Cunha Marcos Cunha, President

FOUNDERS:

Marcos Cunha

Andrea Rigali

Signature: 4//

PURCHASER:

TELCOM VENTURES LLC

By:

RECORDED: 02/06/2020

Serge Martin, Executive Vice President 200 South Biscayne Blvd., Suite 2790

Miami, FL 33131-2398