

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584676

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Imagine.com Telecommunications, Inc.		07/02/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Bartram Intellectual Properties, LLC		
Street Address:	2300 West Sahara Avenue, Suite 800		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89102		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2140020	IMAGINE.NET	
Registration Number:	5420828	IMAGINE NETWORK	
Registration Number:	4667306	IMAGINE.COM TELECOMMUNICATIONS	
Registration Number:	4564342	IMAGINE.COM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	845-336-9200		
Email:	peter@peterbartram.com		
Correspondent Name:	Peter Bartram		
Address Line 1:	P.O. Box 411		
Address Line 4:	Rhinebeck, NEW YORK 12572		
NAME OF SUBMITTER:	Peter B. Bartram		
SIGNATURE:	/peterbbartram-BartramIP_LLC/		
DATE SIGNED:	07/03/2020		
Total Attachments: 5			
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FORM OF TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of July 2, 2020 (the "Effective Date"), by Imagine.com Telecommunications, Inc., a Delaware corporation with a principle place of business at 200 Continental Drive Suite 401, Newark, Delaware 19713 ("Assignor") and Bartram Intellectual Properties LLC, a Nevada Limited Liability Company with a principle place of business at 2300 West Sahara Avenue, Suite 800, Las Vegas, Nevada, 89102 ("Assignee").

RECITALS

- A. In connection with that certain Agreement of Purchase and Sale of Assets, dated as of July 1, 2020, by and among Assignee and Assignor, (the "Purchase Agreement"), Assignor is required to sell, convey, assign, transfer, and deliver to Assignee all of Assignor's right, title and interest in and to the trademarks, service marks, and trade names listed on the attached Exhibit A (the "Assigned Trademarks").
- B. Assignee desires to obtain all of Assignor's right, title, and interest in the Assigned Trademarks according to the terms of this Assignment and the Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth in the Purchase Agreement and for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. As of the Effective Date, Assignor hereby irrevocably sells, conveys, assigns and transfers to Assignee, its successors, assigns and legal representatives, Assignor's entire worldwide right, title, and interest in and to the Assigned Trademarks, the goodwill of the business associated with and symbolized by the Assigned Trademarks, all registrations and applications for the Assigned Trademarks, together with all common law rights for which no applications or registrations exist, the right to sue for, settle or release any past, present, or future infringement of the Assigned Trademarks, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, and any other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization for the Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Assignment had not been made. Assignor does hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America or equivalent authority elsewhere in the world to record this assignment and to issue such Trademark as shall be granted upon said applications based thereon to Assignee, its successors and assigns.

Section 2. License to Use. As of the Effective Date, Assignee grants Assignor full use and enjoyment of the trademarks in Exhibit A (the "Assigned Trademarks") for its continued use in marketing and brand development, email addresses, domains names, websites, and other agreed upon uses on a quarterly renewable schedule for a "License to Use" fee set quarterly by the Assignee. Failure to pay the Quarterly fee will result in the loss of the full use and enjoyment of the trademarks from the Assignee to the Assignor and the Assignor freely agrees to these conditions for continued use. Failure to pay the "License to Use" fee within thirty days of the end of each calendar quarter along with any late fees incurred will result in the loss of continued use set forth in this section of this agreement. Assignor further agrees to waive the right

to sue Assignee for continuing use under any and all circumstances and it does so freely and without any reservations and conditions.

Section 3. Assistance. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably request to consummate the transactions contemplated by this Assignment, including, in the case of Assignor, executing and delivering to Assignee such assignments, consents, powers of attorney, declarations, affidavits, and other instruments as Assignee or its counsel may reasonably request for such purpose. Further, at Assignee's request, Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally perform all lawful acts reasonably necessary and proper to vest title to the Assigned Trademarks in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Assigned Trademarks.

Section 4. Miscellaneous. This Agreement will be governed by and construed in accordance with the Laws of the State of New York without regards to conflict of law principles. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control/ This Assignment may not supplement, altered or modified in any manner except by writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment may be executed in any number of original, facsimile or Portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

[Signature Pages to Follow.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNEE:

BARTRAM INTELLECTUAL PROPERTIES LLC,
A Nevada Limited Liability Company

By: *Peter B. Bartram*

Name: Peter B. Bartram

Title: President

A notary public or other official completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of NEW YORK } S.S.
County of DUTCHESS }

On JULY 2nd, 2020, before me, RAMESH K. SHAH, personally

appeared PETER BRADFORD BARTRAM, who proved to me on the basis satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her 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 NEW YORK that the foregoing paragraph is true and correct.

WITNESS my hand and Official Seal.

Ramesh K. Shah
Notary Public Signature

RAMESH K SHAH
Notary Public - State of New York
NO. 01SH6264133
Qualified in Dutchess County
My Commission Expires 06/25/2021

Notary Public Seal

[Signature Page to IP Assignment (Trademark)]

ASSIGNOR:

IMAGINE.COM TELECOMMUNICATIONS, INC.,
A Delaware Corporation

By: *Peter B. Bartram*

Name: Peter B. Bartram

Title: President

A notary public or other official completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

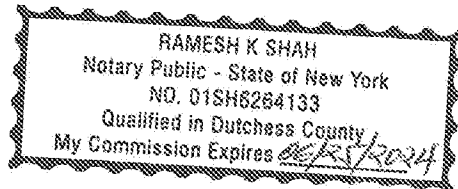
State of NEW YORK }
County of DUTCHESS } S.S.:

On JULY 2nd, 2020, before me, RAMESH K. SHAH, personally

appeared PETER BRADFORD BARTRAM who proved to me on the basis satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ 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 NEW YORK that the foregoing paragraph is true and correct.

WITNESS my hand and Official Seal.



Notary Public Seal

[Signature]
Notary Public Signature

[Signature Page to IP Assignment (Trademark)]

EXHIBIT A

ASSIGNED TRADEMARKS

TRADEMARK	COUNTRY	FILING DETAILS	STATUS
Imagine.net	US	Reg. No. 2140020 Reg. on: March 3, 1998	Registered
Imagine Network	US	Reg. No. 5420828 Reg. on: March 13, 2018	Registered
Imagine.com Telecommunications	US	Reg. No. 4667306 Reg. on: January 6, 2015	Registered
Imagine.com	US	Reg. No. 4564342 Reg. on: July 8, 2014	Registered