

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM586893

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Virgin Mobile USA, L.P.		06/08/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	DISH Wireless L.L.C.		
Street Address:	9601 S. Meridian Blvd.		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4783268	CALIFORNIA FREEDOM	
Registration Number:	4042899	PAYLO	
CORRESPONDENCE DATA			
Fax Number:	3032680066		
<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:	303-268-0066		
Email:	efs@adseroip.com		
Correspondent Name:	Adsero IP		
Address Line 1:	8210 Southpark Terrace		
Address Line 4:	Littleton, COLORADO 80120		
ATTORNEY DOCKET NUMBER:	1224.01		
NAME OF SUBMITTER:	Ian Saffer		
SIGNATURE:	/ils/		
DATE SIGNED:	07/16/2020		
Total Attachments: 4			
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OP \$65.00 4783268

SHORT-FORM IP ASSIGNMENT

This SHORT-FORM IP ASSIGNMENT (this “Agreement”), dated as of July 1, 2020 (the “Effective Date”), is made by and between Virgin Mobile USA, L.P. Delaware limited partnership, located at 6200 Sprint Parkway, Overland Park, KS 66251, U.S.A. (the “Assignor”) and DISH Wireless L.L.C., a Colorado limited liability company, located at 9601 S. Meridian Blvd., Englewood, CO 80112, U.S.A (the “Assignee”) (each of Assignor and Assignee, a “Party,” and, collectively, the “Parties”).

WHEREAS, reference is made to the Asset Purchase Agreement, dated as of July 26, 2019, by and among T-Mobile US, Inc., Sprint Corporation and DISH Wireless L.L.C. (the “Asset Purchase Agreement”), wherein Assignee agreed to purchase certain assets of Sprint Corporation and its controlled Affiliates (as defined in the Asset Purchase Agreement);

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, all of the Assignor’s right, title, and interest in and to all Transferred Intellectual Property (as defined in the Asset Purchase Agreement), including the applications and registrations set forth on Schedule A attached hereto (“Scheduled IP”);

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth in this Agreement and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

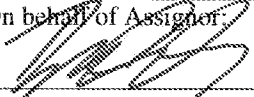
1. Definitions. Capitalized terms used but not defined in this Agreement have the meanings ascribed to them in the Asset Purchase Agreement.
2. Assignment. Assignor, hereby sells, transfers, assigns, conveys, and delivers to Assignee, and Assignee hereby accepts the sale, transfer, assignment, conveyance, and delivery of, all of Assignor’s rights, title and interest in and to the Transferred Intellectual Property, including the Scheduled IP, together with any and all goodwill associated therewith or symbolized thereby, all rights of priority and renewals, all past, present and future claims and causes of action, and the right to sue for and collect any resulting recovery of damages. Assignor, on behalf of itself and its Subsidiaries, hereby authorizes and requests the relevant authority at the United States Patent and Trademark Office, United States Copyright Office, or any foreign equivalent thereto to record this Agreement.
3. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.
4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

Agreed and signed on June 8, 2020

Place of Execution: Bellvue, WA

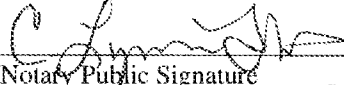
Between the undersigned:

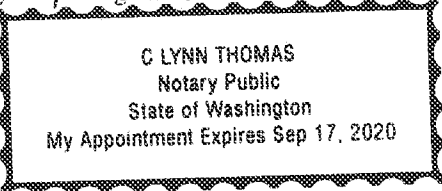
On behalf of Assignor:

Assurance Wireless USA, L.P. (formerly known as Virgin Mobile USA, L.P.)

State of ~~Delaware~~ Washington
County of King

I certify that this record was acknowledged before me on June 8, 2020 by Broadly Hodder as Authorized Signatory of Assurance Wireless USA, L.P.

Broadly Hodder of Assurance Wireless USA, L.P., a Delaware limited partnership, on behalf of the partnership.


Notary Public Signature

(Seal) 

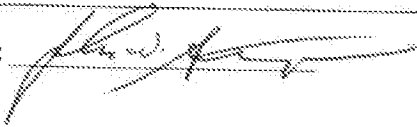
My appointment expires: Sep. 17, 2020
Notary Public in and for the state of Washington, residing at North Bend, WA

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

Agreed and signed on June 29, 2020

Place of Execution: 9601 S. Meridian Blvd, Englewood, CO 80112

Between the undersigned:

On behalf of Assignee: 

State of Colorado

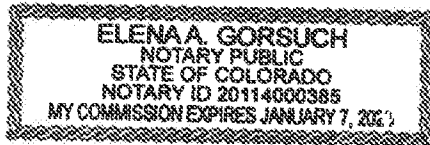
County of Douglas

I certify that this record was acknowledged before me on June 29, 2020 by John Swieringa as Chief Operating Officer, EVP and Group President, Retail Wireless of DISH Wireless, L.L.C.

John Swieringa of DISH Wireless, L.L.C., a Colorado limited liability company, on behalf of the company.

Elena A. Gorsuch
Notary Public Signature

(Seal)



My appointment expires: 1/7/2023

Notary Public in and for the state of Colorado, residing at 9444 Ashbury Cir Unit 102
Paradise, CO 80134

Schedule A

Transferred Intellectual Property

	Country	Word Mark	Application No.	Filed Date	Registration No.
3.	USA	CALIFORNIA FREEDOM	86325576	2014-07-01	4783268
4.	USA	PAYLO	85026067	2010-04-29	4042899