

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allworx Corp.		04/09/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Vital Communications, Inc.		
Street Address:	6151 McLeod Drive, Suite G		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89120		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2878357	ALLWORX	
Registration Number:	2785672	ALLWORX	
CORRESPONDENCE DATA			
Fax Number:	2144143814		
<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:	2144143816		
Email:	dustin@regitzmauck.com		
Correspondent Name:	Dustin Mauck		
Address Line 1:	1700 Pacific Ave, Suite 2610		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Dustin Mauck		
SIGNATURE:	/Dustin Mauck/		
DATE SIGNED:	04/20/2021		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**IP Assignment**”) is made and entered into as of April 9, 2021, by and between Allworx Corp., a Delaware corporation (“**Assignor**”), and Vital Communications, Inc., a Nevada corporation (“**Assignee**”).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of February 19, 2021, by and between Assignor and Assignee, as amended April 9, 2021 (the “**Purchase Agreement**”), pursuant to which Assignor agreed to sell, and cause certain of its Affiliates to sell, and Assignee agreed to purchase, certain assets, including the Intellectual Property Assets, in each case on the terms and subject to the conditions contained in the Purchase Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement;

WHEREAS, the Purchase Agreement requires the execution and delivery of an assignment of certain Intellectual Property to Assignee at Closing, including: (a) those trademarks, service marks and trade names set forth on Exhibit A attached hereto; (b) those copyrights and all registrations and applications for registration set forth on Exhibit B attached hereto; (c) those patents and patent applications set forth on Exhibit C attached hereto; and (d) those internet domain name registrations set forth on Exhibit E attached hereto. Clauses (a) – (d) above are collectively referred to as the “**Assigned IP**”); and

WHEREAS, Assignee hereby desires to purchase, acquire and accept from Assignor, and Assignor hereby desires to sell, transfer, assign, convey and deliver to Assignee, all of Assignor’s entire worldwide right, title and interest in, to and under the Assigned IP.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment of Assigned IP.** Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee all of its right, title and interest in, to and under the Assigned IP, all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions and extensions thereof, and all counterparts of the foregoing, together with any and all goodwill connected with and symbolized by the Assigned IP, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as the same would have been held and enjoyed by Assignor or its Affiliates if this IP Assignment had not been made, as assignee of its respective entire right, title and interest therein, including, without limitation, all statutory and other claims, demands, and causes of action of Assignor or any of its Affiliates, for royalties, fees, or other income from, or infringement, misappropriation or violation of, any of the Assigned IP, all rights to apply for, maintain and renew all registrations thereof and all right of priority with respect thereto, and all of the proceeds from the foregoing which are accrued and unpaid as of, and/or accruing after, the Closing.

2. **Successors and Assigns.** This IP Assignment is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

3. **Governing Law.** This IP Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to any principles of conflict of laws of any jurisdiction that would cause the application of other jurisdictions' laws).

4. **Patent Office.** Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office, the U.S. Copyright Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned Marks, Assigned Copyrights and Assigned Patents.

5. **Domain Names.** From the time this IP Assignment is executed until the time the domain names included in the Assigned IP are actually transferred to Assignee by the applicable registrar or other governing entity, Assignor authorizes Assignee to administer, operate, manage and update such domain names and the web sites associated therewith. Assignor shall deliver with this IP Assignment a list of all account user identification, login names and all associated passwords necessary to access, administer and control the included domain names with the applicable registrar or other governing entity. Assignor agrees that they will not modify or change said account user identification, login names and passwords hereafter except at the direction of Assignee.

6. **Further Assurances.** Assignor further agrees to execute all instruments or documents required or reasonably requested to perfect or record the right, title or interest of Assignee and hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor's agents and attorney in-fact, coupled with an interest to do all other lawfully permitted acts to record, perfect, or otherwise secure that transfer contemplated hereunder.

7. **Amendment; Waiver.** No waiver or amendment of any provision of this IP Assignment shall be valid unless the same shall be in writing and signed by each party hereto except as expressly provided herein. No conditions, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement the terms and conditions of this IP Assignment shall be binding unless this IP Assignment is amended or modified in writing pursuant to the first sentence of this Section 7.

8. **Counterparts.** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, PDF copy 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

ALLWORX CORP.

By: Rich Martin

Name: Rich Martin

Title: Head of Enterprise Operations &
Access

ASSIGNEE:

VITAL COMMUNICATIONS, INC.

By: _____

Name: Walter Maclay

Title: President

SIGNATURE PAGE TO IP ASSIGNMENT

TRADEMARK
REEL: 007263 FRAME: 0742

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

ALLWORX CORP.

By: _____

Name: Rich Martin

Title: Head of Enterprise Operations &
Access

ASSIGNEE:

VITAL COMMUNICATIONS, INC.

By:  _____

Name: Walter Maclay

Title: President

EXHIBIT A

Assigned Marks

Mark	Office	Reg. Owner	Serial #	REG Date	Statement of Use Date	Next Renewal	Class	Description
ALLWORX	USPTO	Allworx Corp.	2878357	8/31/2004	7/10/2014	8/31/2024	IC 009. US 021 023 026 036 038	09 Int.: Server that fully integrates communications and data infrastructure in one purpose built appliance providing PBX voice mail and auto attendant telephony, voice and fax messaging, WAN access with fire wall and high speed LAN support, secure remote user access (VPN), and group collaboration features, address books, instant messaging and presence information
ALLWORX (Stylized Logo)	USPTO	Allworx Corp.	2785672	11/25/2003	9/13/2013	11/25/2023	IC 009. US 021 023 026 036 038	09 Int.: Server that fully integrates communications and data infrastructure in one purpose built appliance providing PBX voice mail and auto attendant telephony, voice and fax messaging, WAN access with fire wall and high speed LAN support, secure remote user access (VPN), and group collaboration features address books, instant messaging and presence information.

EXHIBIT B

Copyrights

- None.

EXHIBIT C

Assigned Patents

- None.

EXHIBIT D

Assigned Domain Names

- allworx.tel
- allworx.us
- allworx9102.com
- allworx9112.com
- allworx9202.com
- allworx9212.com
- allworx9302.com
- allworx9312.com
- allworxbites.com
- allworxcasestudy.com
- allworxchallenge.com
- allworx.biz
- allworx.cc
- allworx.com.tw
- allworx.mobi
- allworx.name
- allworx.net.cn
- allworx.org.cn
- allworx.tw
- allworx.com
- allworxcorp.com
- allworxportal.com
- allworx.sucks
- allworxchannel.com
- allworxcommunications.com
- allworxdistributors.com
- allworxloyaltyprogram.com
- allworxreseller.com
- allworxresellers.com
- allworxsmb.com
- allworxsystems.com
- allworxtraining.com
- allworxvar.com
- allworxcorporation.com
- allworxcustomersupport.com
- allworxdollars.com
- allworxenduser.com
- allworxneverworks.com
- allworxpartner.com
- allworxpartners.com
- allworxproduct.com
- allworxprograms.com
- allworxpromotion.com
- allworxpromotions.com
- allworxsucks.com
- allworxsupport.com
- allworxtechnicaltraining.com
- allworxtechtraining.com
- allworxusergroup.com
- allworx9204.com
- allworx9224.com
- allworxapex.com
- allworx.info
- allworx.net
- allworx.org
- inscitek.com
- inscitek.net