

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM710681

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Whenever Communications, LLC		02/14/2022	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Connecta Satellite Solutions, LLC		
<b>Street Address:</b>	7430 N Tamiami Trl.		
<b>City:</b>	Sarasota		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34243		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5965088	S SATELLITEPHONESTORE.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7137511717		
<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>			
<b>Phone:</b>	713-751-1600		
<b>Email:</b>	bhipdocket@bakerlaw.com		
<b>Correspondent Name:</b>	Reed Leigh		
<b>Address Line 1:</b>	811 Main Street		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Houston, TEXAS 77002		
<b>ATTORNEY DOCKET NUMBER:</b>	122749.000002		
<b>NAME OF SUBMITTER:</b>	Reed Leigh		
<b>SIGNATURE:</b>	/Reed Leigh/		
<b>DATE SIGNED:</b>	02/25/2022		
<b>Total Attachments: 8</b>			
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## **TRADEMARK ASSIGNMENT**

This Trademark Assignment (this “Trademark Assignment”) is made and effective as of February 14, 2022, by and between Whenever Communications, LLC, a Nevada limited liability company (“Assignor”) and Connecta Satellite Solutions, LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

### **RECITALS**

A. Assignor is the owner of the trademark registrations and applications set forth on Schedule A, together with the goodwill associated therewith (collectively, the “Trademarks”);

B. Pursuant to the terms of that certain Asset Purchase Agreement dated as of the date hereof by and among Assignor, Assignee and other parties thereto (the “Purchase Agreement”), Assignor has agreed to transfer all right, title and interest in and to the Trademarks therefor to Assignee; and

C. Assignor desires to assign all right, title and interest in and to the Trademarks to Assignee and Assignee desires to acquire all of such right, title and interest in and to the Trademarks from Assignee.

### **AGREEMENT**

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, transfers, assigns, conveys, delivers and sets over to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries (whether now or hereafter in effect), in each case free and clear of all Liens, and in each case for Assignee’s own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee’s own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Release and Transfer. Assignor authorizes and requests the United States Commissioner for Trademarks at the United States Patent and Trademark Office, and any other similar government authority, to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and

interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

3. Terms of the Purchase Agreement. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

4. Further Assurances. Assignor shall provide to Assignee, its successors, assigns and other legal representatives, cooperation and assistance (unless the Assignee or other requesting party is entitled to indemnification therefor under Article 6 of the Purchase Agreement, in which case all such actions shall be taken in accordance with Article 6 of the Purchase Agreement), including, without limitation, the execution and delivery of any and all assignment documents, affidavits, declarations, oaths, available samples, available exhibits, available specimens, invention records and other documentation as may be reasonably required in connection with: (a) the implementation, perfection or recording of this Trademark Assignment in the United States and any and all applicable foreign jurisdictions; (b) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (c) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Trademark Assignment; and (d) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries.

5. Binding on Successors and Assigns. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns (any such assignment being subject to the same limitations on assignment set forth in Section 9.4 of the Purchase Agreement).

6. No Third-Party Beneficiaries. This Trademark Assignment shall not confer any rights or remedies upon any Person other than the parties and their respective successors and permitted assigns.

7. Counterparts. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

8. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of 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) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

9. Amendment. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence.

10. Headings. The section headings contained in this Trademark Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Trademark Name Assignment.

11. Severability. Any term or provision of this Trademark Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

[Signature Page Follows]

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Trademark Name Assignment to be executed as of the date first set forth above.

**ASSIGNOR:**

WHENEVER COMMUNICATIONS, LLC

By: \_\_\_\_\_

Name: Henea Blanco

Title: Manager

**ASSIGNEE:**

CONNECTA SATELLITE SOLUTIONS, LLC

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Name Assignment to be executed as of the date first set forth above.

ASSIGNOR:

WHENEVER COMMUNICATIONS, LLC

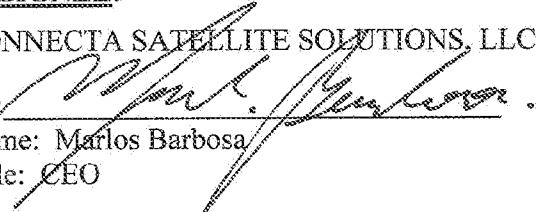
By: \_\_\_\_\_

Name: Henaa Blanco

Title: CEO

ASSIGNEE:

CONNECTA SATELLITE SOLUTIONS, LLC

By:  \_\_\_\_\_

Name: Marlos Barbosa

Title: CEO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT WHENEVER COMMUNICATIONS, LLC CONNECTA SATELLITE SOLUTIONS, LLC]