

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748866

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PARETEUM CORPORATION		07/11/2022	Corporation: DELAWARE
PARETEUM NOTH AMERICA CORP.		07/11/2022	Corporation: DELAWARE
DEVICESCAPE HOLDINGS, INC.		07/11/2022	Corporation: DELAWARE
IPASS, INC.		07/11/2022	Corporation: DELAWARE
IPASS IP LLC		07/11/2022	Limited Liability Company: DELAWARE
PARETEUM EUROPE B.V.		07/11/2022	Private Limited Company: NETHERLANDS
ARTILIUM GROUP LTD.		07/11/2022	Private Limited Company: UNITED KINGDOM
PARETEUM N.V.		07/11/2022	Private Limited Company: BELGIUM
PARETEUM ASIA PTE. LTD.		07/11/2022	Private Limited Company: SINGAPORE
RECEIVING PARTY DATA			
Name:	CIRCLES MVNE IP PTE. LTD		
Street Address:	221 Henderson Road #06-10,		
Internal Address:	Henderson Building		
City:	SINGAPORE		
State/Country:	SINGAPORE		
Postal Code:	159557		
Entity Type:	Private Limited Company: SINGAPORE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5625090	PARETEUM	
Registration Number:	6513770	PARETEUM EXPERIENCE CLOUD	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$65.00 5625090

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 215-656-3381
Email: pto.phil@dlapiper.com
Correspondent Name: IP GROUP OF DLA PIPER LLP (US)
Address Line 1: ONE LIBERTY PLACE
Address Line 2: 1650 MARKET ST. SUITE 5000
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

NAME OF SUBMITTER:	WILLIAM L. BARTOW
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SIGNATURE:	/William L. Bartow/
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DATE SIGNED:	08/16/2022
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Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “Assignment”) is made as of July 11, 2022 (the “Effective Date”), between Pareteum Corporation, a Delaware corporation (“Parent”), Pareteum North America Corp., a Delaware corporation (“Pareteum NA”), Devicescape Holdings, Inc., a Delaware corporation (“Devicescape”), iPass, Inc., a Delaware corporation (“iPass”), iPass IP LLC, a Delaware corporation (“iPass IP”), Pareteum Europe B.V., a Netherlands private limited company (“Pareteum Europe” and, together with Parent, Pareteum NA, Devicescape, iPass, and iPass IP, collectively, the “Borrower Sellers”), Artilium Group Ltd., an England, UK, private limited company (“Artilium Group”), Pareteum N.V., a Belgian private limited company (“NV”), and Pareteum Asia Pte. Ltd., a Singapore private limited company (“Pareteum Asia” and, together with the Artilium Group, NV and the Borrower Sellers, each an “Assignor” and, collectively, the “Assignors”), and Circles MVNE IP Pte. Ltd., a Singapore private limited company (“Assignee”) (each a “Party” and, collectively, the “Parties”). Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the APA (as hereinafter defined).

WHEREAS, Circles MVNE Pte Ltd., a Singapore private limited company (“Circles”), Assignor, and the other parties signatory thereto, have entered into that certain Asset Purchase Agreement, dated as of May 15, 2022 (as amended from time to time, the “Purchase Agreement”), pursuant to which, among other things, Assignors have agreed to sell to Circles or to an Affiliate of Circles, and Circles has agreed to purchase from Assignor, substantially all of the assets primarily used or held for use by Assignor in the conduct of the MVNE Business, and Circles proposes to assume certain of the liabilities and obligations of Assignor, in each case, on the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, Circles has designated Assignee, as an Affiliate, as the purchaser of certain of the Circles Purchased Assets under the APA;

WHEREAS, it is a condition to the Closing of the Purchase Agreement that Assignor enters into this Assignment to transfer to Assignee certain Intellectual Property related to the MVNE Business, including the Intellectual Property Assets as listed on the attached Schedule A (the “Assigned Intellectual Property”);

WHEREAS, pursuant to the Purchase Agreement, Assignee desires to purchase or acquire all Assignor’s right, title and interest in and to the Assigned Intellectual Property.

NOW, THEREFORE, in consideration of, among other things, the payment by Assignee of the Purchase Price and in further consideration of the mutual covenants and agreements contained in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree as follows:

1. Assignment. Assignor hereby assigns to Assignee (a) all of Assignor’s right, title, and interest in and to the Assigned Intellectual Property, together with any and all goodwill associated therewith; (b) any and all rights to pursue and recover under legal actions and rights and remedies at law or in equity for past, current and future infringements, misappropriations, dilutions or other violations of the Assigned Intellectual Property, including the right to sue for, collect, and retain

all damages, profits, proceeds, and all other remedies associated therewith; and (c) any and all income, royalties, damages, and payments hereafter due or payable with respect to the Assigned Intellectual Property, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignor if this Assignment has not been made.

2. Cooperation. Assignor and Assignee shall use their commercially reasonable efforts to (i) take all actions necessary or appropriate to consummate the transactions contemplated by this Assignment and (ii) from time to time, execute and deliver such other documents, certificates, agreements and other writings, and take such other actions as may be reasonably necessary in order to consummate or evidence or implement expeditiously the transactions contemplated by this Assignment; provided, that, as between the Parties, Assignee shall be responsible for the preparation of such documents and other instruments that may be necessary to record and/or perfect Assignee's right, title and interest in and to the Assigned Intellectual Property (including, without limitation, with any applicable governmental authorities or Internet domain name registrars), and for any and all costs, expenses and fees associated therewith.

3. Relationship with the Purchase Agreement. This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement. This Assignment is made without representation or warranty except as provided in and by the Purchase Agreement. This Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Purchase Agreement.

4. Section Headings. The section headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Assignment.

5. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall together constitute one and the same instrument. Facsimile and/or PDF signatures shall be deemed original signatures.

6. Entire Agreement. This Assignment, together with the Purchase Agreement, contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not in writing signed by the parties shall be of any force or effect.

7. Severability. If any term or provision of this Assignment or any application thereof shall be invalid or unenforceable, the remainder of this Assignment and any other application of such term shall not be affected thereby.

8. Governing Law, Forum. This Assignment shall be governed by and construed in accordance with the laws of the State of New York (without application of principles of conflict of laws). In connection with any controversy arising out of or related to this Assignment, each Assignor and Assignee hereby irrevocably consents to the exclusive jurisdiction of the Bankruptcy Court, or if, and only if, the Bankruptcy Court declines or may not accept jurisdiction over a particular matter, the United States District Court for the Southern District of New York, or if, and only if, the United States District Court for the Southern District of New York declines or may not

accept jurisdiction over a particular matter, the courts of the State of New York. Each of the Assignors and Assignee irrevocably consents to service of process out of the aforementioned courts and waives any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or in connection with this Assignment brought in the aforementioned courts. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, AND SHALL CAUSE ITS SUBSIDIARIES AND AFFILIATES TO WAIVE, ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. Attorney's Fees. The prevailing Party in any action, claim or lawsuit brought pursuant to this Assignment is entitled to payment of all reasonable attorney's fees and costs expended by such prevailing Party in association with such action, claim or lawsuit.

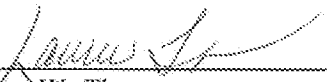
10. Authorization. Assignee and Assignor each represent and warrant to the other that they have the corporate power and authority to execute and perform this Assignment, that all necessary consents and approvals from the board of directors or others have been obtained, that the parties executing this Assignment on their behalf have been duly authorized to do so.

[Signature Pages Follow]

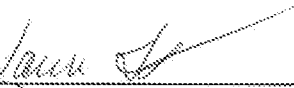
IN WITNESS WHEREOF, Assignors and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNORS:

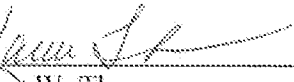
PARETEUM CORPORATION, a
Delaware corporation

By: 
Name: Laura W. Thomas
Title: Authorized Signatory

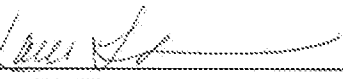
PARETEUM NORTH AMERICA CORP., a
Delaware corporation

By: 
Name: Laura W. Thomas
Title: Authorized Signatory

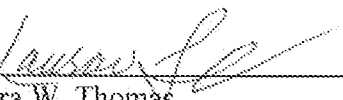
DEVICESCAPE HOLDINGS, INC., a
Delaware corporation

By: 
Name: Laura W. Thomas
Title: Authorized Signatory

IPASS, INC., a Delaware corporation


By: 
Name: Laura W. Thomas
Title: Authorized Signatory

IPASS IP LLC, a Delaware corporation

By: 
Name: Laura W. Thomas
Title: Authorized Signatory

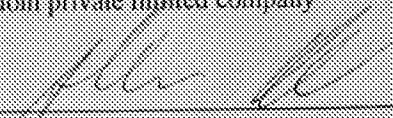
[Signature Page to Intellectual Property Assignment Agreement (Circles)]

PARETEUM EUROPE B.V., a Netherlands private limited company

By: 

Name: Alexander Korff
Title: Authorized Signatory

ARTILIUM GROUP LTD., a United Kingdom private limited company

By: 

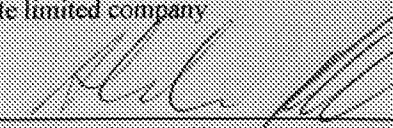
Name: Alexander Korff
Title: Authorized Signatory

PARETEUM N.V., a Belgian private limited company

By: 

Name: Alexander Korff
Title: Authorized Signatory

PARETEUM ASIA PTE. LTD., a Singapore private limited company

By: 

Name: Alexander Korff
Title: Authorized Signatory

[Signature Page to Intellectual Property Assignment Agreement (Circles)]

TRADEMARK
REEL: 007823 FRAME: 0837

ASSIGNEE:

CIRCLES MVNE IP PTE. LTD., a Singapore
private limited company

By: Max Chee Kiong
Name: Mak Chee Kiong
Title: Authorized Signatory

[Signature page to Intellectual Property Assignment Agreement]

SCHEDULE A

Assigned Trademarks:

Trademark	Applicant	Status	Country	App. No.	Reg. No.
PARETEUM	Pareteum Corporation	Registered	European Union	16890725	16890725
PARETEUM	Pareteum Corporation	Registered	USA	87382816	5625090
PARETEUM EXPERIENCE CLOUD	Pareteum Corporation	Registered	European Union	018093639	018093639
PARETEUM EXPERIENCE CLOUD	Pareteum Corporation	Registered	USA	88512448	6513770
PARETEUM	Pareteum Corporation	Registered	UK	016890725	UK00916890725
PARETEUM EXPERIENCE CLOUD	Pareteum Corporation	Registered	UK	018093639	UK00918093639

Assigned Patents:

Title	Applicant	Status	Country	Application No.	Grant Date	Grant No.	Expiry Date
MOBILE DEVICE AUTHENTICATION	Pareteum Europe B.V.	Ceased (Non-Renewal)	Hong Kong	15104807.8	22-Apr-2016	HK1204418	Expired on 04-Apr-2021
MOBILE DEVICE AUTHENTICATION	Pareteum Europe B.V.	Granted	UK	1406169.1	16-Sep-2015	GB2517814	04-Apr-2034

Domain Names:

Domain	Registrant	Registrar	Expiration Date
Pareteum.co	Pareteum Europe BV	CSL Computer Service Langenbach GmbH	06-28-2023
Parateum.co.uk	Pareteum Europe BV	CSL Computer Service Langenbach GmbH	06-28-2023

Domain	Registrant	Registrar	Expiration Date
Pareteum.cloud	Pareteum Europe BV	CSL Computer Service Langenbach GmbH	06-29-2023
Pareteum.co.uk	Pareteum Europe BV	CSL Computer Service Langenbach GmbH	06-28-2023
Pareteum.com	Pareteum Europe BV	CSL Computer Service Langenbach GmbH	06-29-2023
Pareteum.net	Pareteum Europe BV	CSL Computer Service Langenbach GmbH	06-29-2023
Pareteum.org	Pareteum Europe BV	CSL Computer Service Langenbach GmbH	06-29-2023
Pareteum.uk	Pareteum Europe BV	CSL Computer Service Langenbach GmbH	06-28-2023
Teumsmartnetwork.com	Pareteum Europe BV	CSL Computer Service Langenbach GmbH	07-21-2023
Pareteum.app	Pareteum Europe BV	CSL Computer Service Langenbach GmbH	12-12-2023
Etns-voice.net	Pareteum Europe BV	CSL Computer Service Langenbach GmbH	12-06-2023
Artilium.be	Artilium NV	AXC	N/A
Artilium.com	Artilium NV	Realtime Register B.V.	02/22/2023