

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769766

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900721145		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RingSquared LLC	FORMERLY International Telcom, LLC	09/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Dial 800 Telecom LLC		
Street Address:	14 Industrial Ave., Ste. 4		
City:	Mahwah		
State/Country:	NEW JERSEY		
Postal Code:	07430		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3878518	DIAL800	
Registration Number:	3770294	CALLVIEW 360°	
Registration Number:	3770295	RAPIDRECALL	
Registration Number:	4228150	CUSTOM TOLL FREE	
Registration Number:	4935315	KALL8	
Registration Number:	5553293	ACCURROUTE	
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:	12165736000		
Email:	efriedman@gertsburglicata.com		
Correspondent Name:	Eugene Friedman		
Address Line 1:	600 E Granger Road, Ste 200		
Address Line 4:	BROOKLYN HEIGHTS, OHIO 44131		
NAME OF SUBMITTER:	Eugene Friedman		
SIGNATURE:	/Eugene Friedman/		
DATE SIGNED:	11/23/2022		

Total Attachments: 3

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Exhibit A

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION (this “**Assignment**”) is entered into effective as of the 1st day of September 2022 (“**Effective Date**”), by and between RingSquared LLC, a Delaware limited liability company, f/k/a International Telecom, LLC (“**Assignor**”) and Dial 800 Telecom LLC, a Delaware limited liability company (“**Assignee**”) pursuant to that certain Contribution Agreement entered by and between Assignor and Assignee on the same date herewith (the “**Contribution Agreement**”). Capitalized terms not otherwise defined in this Assignment shall have the meanings given them in the Contribution Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment and Assumption of Customer Contracts. As of the Effective Date, Assignor hereby assigns, transfers, and conveys to Assignee, its successors, and assigns, free and clear of all liens (other than Permitted Liens), all of Assignor’s right, title, and interest in and to, and Assignor’s obligations under, the Business customer contracts and accounts in connection with Assignor’s existing Dial800 and Kall8 customers in Assignor’s OneBill customer billing and Salesforce customer management systems (collectively, the “**Customer Contracts**”). From and after the Effective Date, Assignee assumes all rights and liabilities and agrees to perform all obligations of Assignor based upon, contained in, or arising from the Customer Contracts.
2. Assignment of Trademarks. As of the Effective Date, Assignor does hereby irrevocably assign, convey, and transfer unto Assignee, its successors and assigns, free and clear of all liens (except for Permitted Liens), Assignor’s entire right, title and interest, of any kind (along with Assignor’s right to sue for past, present, and future infringements and violations) provided by applicable law of any jurisdiction throughout the world, in and to the following marks: U.S. Reg. No. **3,878,518** for the mark Dial800; U.S. Reg. No. **3,770,294** for the mark Callview360°; U.S. Reg. No. **3,770,295** for the mark RapidRecall; U.S. Reg. No. **4,228,150** for the mark Custom Toll Free; U.S. Reg. No. **4,935,315** for the mark Kall8; and U.S. Reg. No. **5,553,293** for the mark Accuroute.
3. Transfer and Assignment of Intangibles. As of the Effective Date, Assignor does hereby irrevocably convey, sell, transfer, and assign unto Assignee, all of Assignor’s right, title and interest (of any kind whatsoever provided by applicable law of any jurisdiction) in the intangible assets used or useful in the operation of Assignor’s Business, including, without limitation, customer lists, contacts, and all goodwill associated therewith; all sales, service and billing records associated therewith; the Internet domain names set forth on Schedule 1 (the “**URLs**”); all web traffic and Internet domain contents (without limitation, any and all of Assignor’s copyrights to all said content, page layouts, databases, forms and scripts, images, graphics, and logos appearing or used therein) in connection with said URLs; the trade and/or assumed names “dial800” and “kall8”; all intellectual property and common law rights associated with each of the foregoing; and all other intangible assets and rights of Assignor, of any value, associated with operation of Assignor’s Business. From and after the Effective Date, Assignee hereby accepts the foregoing assignment of intangibles and assumes all right, title, interest of Assignor to and in connection with the intangible assets assigned herein.

4. Assignment of Kall8 Agent Agreement. As of the Effective Date, Assignor hereby assigns, transfers, and conveys to Assignee, its successors and assigns, free and clear of all liens (other than Permitted Liens) all of Assignor's right, title and interest in and to certain Kall8 Agent Agreement, dated on or about June 1, 2016 and attached hereto at Schedule 2 (as amended from time to time, the "**Agent Agreement**"). From and after the Effective Date, Assignee hereby assumes all rights and liabilities and agrees to perform all obligations of Assignor based upon, contained in, or arising from the Agent Agreement
5. Warranties. THE ASSETS ARE TRANSFERRED AND ASSIGNED TO, AND ASSUMED BY, ASSIGNEE PURSUANT TO THE CONTRIBUTION AGREEMENT, WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, EXCEPT AS SET FORTH IN THE CONTRIBUTION AGREEMENT. Notwithstanding anything set forth in this Assignment, nothing herein shall in any way (a) vary the representations and warranties of the parties as set forth in the Contribution Agreement or (b) expand or defeat, impair or limit, the claims or remedies of the parties as set forth in the Contribution Agreement.
6. Further Assurances. From and after the Effective Date, Assignor hereby agrees to timely execute and deliver such additional conveyances, instruments, and documents, and take such further actions as may be reasonably required by Assignee, its successors and assigns, to carry out the provisions hereof and give effect to the transfers of Assets contemplated by this Assignment.
7. Miscellaneous; Construction. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their successors, and permitted assigns. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. The parties hereto acknowledge that this Assignment was negotiated at arm's-length and among parties equally sophisticated and knowledgeable in the matters dealt with in this Assignment. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived.
8. Counterparts. This Assignment may be signed in counterparts, including by electronic transmission, all of which when taken together shall constitute one and the same agreement.

[Signature Page Follows]

Executed as of the Effective Date written above.

ASSIGNOR:

RingSquared LLC,
a Delaware limited liability company

A handwritten signature in black ink, appearing to read "Kevin Alward", written over a horizontal line.

By: Kevin Alward, CEO

ASSIGNEE:

Dial 800 Telecom LLC,
a Delaware limited liability company

A handwritten signature in black ink, appearing to read "Kevin Alward", written over a horizontal line.

By: Kevin Alward, Manager