

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779958

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Robust Network Solutions		01/01/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	USWired Incorporated		
Street Address:	1850 Parkway Place		
Internal Address:	Suite 1100		
City:	Marietta		
State/Country:	GEORGIA		
Postal Code:	30067		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3106246	ROBUST NETWORK SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	DUNCAN POIRIER		
Address Line 1:	200 PUBLIC SQUARE		
Address Line 2:	SUITE 2300		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	75295-12		
NAME OF SUBMITTER:	Duncan Poirier		
SIGNATURE:	/Duncan Poirier/		
DATE SIGNED:	01/11/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”), dated January 1, 2023, is entered into by and between Robust Network Solutions, a California corporation (the “**Assignor**”), and USWired Incorporated, a California corporation (the “**Assignee**”). Capitalized terms used but not otherwise defined in this Assignment shall have the meanings assigned to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee, among others, are each parties to that certain Asset Purchase Agreement dated of even date herewith (the “**Purchase Agreement**”), pursuant to which, among other things, Assignor has agreed to assign to Assignee all of its rights, title and interests in the Seller Owned Intellectual Property, including, without limitation, the trademarks described on Exhibit A attached hereto (the “**Trademarks**”), all of the goodwill associated with the Trademarks, and the domain names described on Exhibit A attached hereto (collectively, the “**Intellectual Property Assets**”).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, and transfers to Assignee and Assignee’s representatives, successors, assigns and permitted designees, all of the Intellectual Property Assets (including, but not limited to those set forth on Exhibit A), and all claims and rights in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to all or any of the foregoing, and in and to all causes of action, either in law or in equity, for past, present or future infringement, misappropriation, violation, dilution, unfair competition or other unauthorized use or conduct in derogation or violation of or based on any of the foregoing rights, and the right to receive all proceeds and damages therefrom. Assignee hereby accepts such sale, assignment, and transfer.

2. Recordation. Assignor hereby authorizes the Commissioner of Patents and the Commissioner for Trademarks of the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Intellectual Property Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule of any other jurisdiction.

5. Further Assurances. Each of the parties hereto shall execute and deliver, and shall cause any necessary other Persons to execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances, and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment. Notwithstanding the generality of the foregoing, upon Assignee’s request, Assignor agrees to release and transfer possession and control of the domain names described on

Exhibit A and any other domain name registration included in the Seller Owned Intellectual Property (collectively, the “**Domain Names**”) to Assignee by initiating the transfer with the current registrar(s) of the Domain Names and performing, following, or cooperating with Assignee on all procedures and actions specified by each applicable registrar (including, as necessary, providing the Assignee with the applicable transfer authorization codes to allow the Assignee to initiate the process for and effect the on-line transfer of the Domain Names) and completing any documents or forms that may be required by each registrar (including, as necessary, executing said documents or forms in the presence of an authorized notary public and delivering such documents or forms properly executed to the registrar, with copies to Assignee).

6. Counterparts. This 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 Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

7. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties and their representatives, successors, and assigns.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first above written.

ROBUST NETWORK SOLUTIONS

DocuSigned by:
By: Bashar Asmar
Name: Bashar Asmar
Title: CEO

USWIRED INCORPORATED

By: _____
Name: Chandra Mohan Sharma
Title: CEO

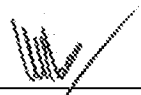
[Signature Page to IP Assignment]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first above written.

ROBUST NETWORK SOLUTIONS

By: _____
Name: Bashar Asmar
Title: CEO

USWIRED INCORPORATED

By:  _____
Name: Chandra Mohan Sharma
Title: CEO

[Signature Page to IP Assignment]

EXHIBIT A

INTELLECTUAL PROPERTY ASSETS

Registered Trademarks

Trademark	Country	Filed	Reg. Date	Reg. No.	Status	Owner
ROBUST NETWORK SOLUTIONS	US	1/28/05	6/20/06	3106246	Registered	Robust Network Solutions (CA corporation) 1900 South Norfolk Street, Suite 225 San Mateo CA 94403

Unregistered Trademarks



Domain Name(s)

- robustnetworksolutions.com
- robustnetworks.com
- robustnetworksolution.com
- robustnets.com