

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804582

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900719565

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FONALITY, INC.		09/08/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SANGOMA US INC.
Street Address:	301 N. Cattlemen Road
Internal Address:	Suite 300
City:	Sarasota
State/Country:	FLORIDA
Postal Code:	34232-6431
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3356020	COMMUNICATE OPENLY
Registration Number:	3328944	TRIXBOX
Registration Number:	3303300	TRIXBOX
Registration Number:	3319547	PBXTRA
Registration Number:	3203117	HUD
Registration Number:	3358097	PBXTRA
Registration Number:	3263210	TRIXBOX
Registration Number:	3417257	FONALITY
Registration Number:	2943529	FONALITY
Registration Number:	5024974	HEADS UP DISPLAY
Registration Number:	5024975	HUD
Registration Number:	4983824	FONALITY
Registration Number:	4564472	FON
Registration Number:	4625191	FON
Registration Number:	4534818	FON
Registration Number:	4565440	FON
Registration Number:	3387125	FONCALL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3573361	HYBRID-HOSTED
Registration Number:	3404661	ANYWHERE MANAGEMENT
Registration Number:	6342482	COMM-UNITY
Registration Number:	6342542	COMM-UNITY

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 5617075561
Email: docketing@sagacitylegal.com
Correspondent Name: Randi L. Karpinia
Address Line 1: 121 Lucina Drive
Address Line 4: Hypoluxo, FLORIDA 33462-6017

ATTORNEY DOCKET NUMBER:	SAN-IP05
NAME OF SUBMITTER:	Catherine DiTrapani
SIGNATURE:	/Catherine DiTrapani/
DATE SIGNED:	04/20/2023

Total Attachments: 6

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Intellectual Property Assignment

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the date of the last party's executed hereinbelow, by and between FONALITY, INC., a corporation existing in the State of Delaware with a principal place of business at 5340 Legacy Drive, Suite 155, Plano, Texas 75024 United States, (the "Assignor") and SANGOMA US INC., a corporation existing in the State of Delaware with a principal place of business at 301 N. Cattlemen Road, Suite 300, Sarasota, Florida 34232-6431 United States, (the "Assignee").

RECITALS

WHEREAS, The Assignor having invented, created, described, illustrated, and claimed in patent applications for Letters Patent in the United States and trademark applications for Registration, being the owner of and having the right to convey all rights, title, and interests in and to said both patent and trademark applications and any future patent and trademark applications, Letters Patent and Trademark Registrations and in and to each invention and mark described on the attached Addendum A (collectively referred to as the "intellectual property"); and

WHEREAS, The Assignor is desirous of assigning all right, title, and interest in and to the Intellectual Property to the Assignee; and Assignee is desirous of acquiring all right, title, and interest in and to the Intellectual Property, including any and all common law rights, all as hereinafter set forth:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

AGREEMENT

ARTICLE I. Definitions

1.1. The following capitalized terms, as used in this Agreement, shall have the respective meanings set forth below:

"Assigned Intellectual Property" means, collectively, (a) the Assigned Patents and Patent Applications, (b) the Assigned Trademarks and Trademark Applications, and (c) the goodwill and all other intangible assets currently owned by the Assignor, including, without limitation, if and to the extent in existence, all trade secrets, inventions, designs, copyrights, non-registered trademarks and other intellectual property, know-how, methods, and processes.

"Assigned Patents" means (i) the patents and patent applications listed on Exhibit A attached hereto, including U.S. and PCT Patent Applications currently filed and U.S., (ii) the future worldwide Patent Applications and Patents issuing on any of the above-mentioned applications thereof, and (iii) the goodwill connected with the use thereof.

"Assigned Trademarks" means (i) the trademarks and trademark applications listed on Exhibit A hereto, (ii) the worldwide registrations and applications for registrations thereof and (iii) the goodwill connected with the use thereof and symbolized thereby.

ARTICLE II. Assignment

2.1. **Assignment.** Assignor hereby irrevocably conveys, sells, transfers and assigns to Assignee all of Assignor's rights, titles and interests throughout the world in and to (a) the Assigned Intellectual Property, (b) all income and royalties hereafter due or payable to Assignor with respect to the Assigned Intellectual Property, (c) all damages and payments for past or future infringements and misappropriations of the Assigned Intellectual Property, and (d) all rights to sue for past, present and future infringements or misappropriations of the Assigned Intellectual Property, all for Assignee's own use and enjoyment (including, without limitation, the right to renew and/or apply for copyright, patent, trademark and/or service mark registrations within or outside the United States based in whole or in part upon the Assigned Intellectual Property, and including any priority right that may have arisen from Assignor's use of the Assigned Intellectual Property and/or prior ownership of the registration for such Assigned Intellectual Property).

2.2. **Authorization.** Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, and any other official throughout the world whose duty is to register and record ownership in patent applications or patents, and trademark applications or trademarks, to record Assignee as the assignee and owner of all of Assignor's rights in the Assigned Patents and Assigned Trademarks.

2.3. **Further Assurances.** Assignor agrees to execute and deliver any instruments and perform any acts which may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles and interests assigned to Assignee pursuant to this Agreement.

ARTICLE III. Miscellaneous Provisions

3.1. **Assignability.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or

delegated, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and any such assignment without such prior written consent shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

3.2. Amendments; Waivers. This Agreement may not be modified or amended except by a written instrument signed by the parties. In addition, no waiver of any provision of this Agreement shall be binding unless set forth in a writing signed by the party granting the waiver. Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof.

3.3. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, without reference to its rules of conflicts of laws.

3.4. Severability. Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

3.5. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

3.6. Entire Agreement. This Agreement, together with the Purchase Agreement, contains the entire understanding among the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully set forth herein.

3.7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one agreement. Photocopies, facsimile transmissions, or email transmissions of Adobe portable document format files (also known as "PDF" files) of signatures shall be deemed original signatures and shall be fully binding on the parties to the same extent as original signatures.

3.8. Discretion over Prosecution. Assignee, as the acquiror of Assignor's right, title, and interest in all rights to sue for past, present and future infringements or misappropriations of the Assigned Intellectual Property, shall have sole discretion over whether to file any

claim against a third party for any infringement or unlawful use of the Assigned Intellectual Property, or to defend any action or suit brought concerning any right, title, or interest in the Assigned Intellectual Property.

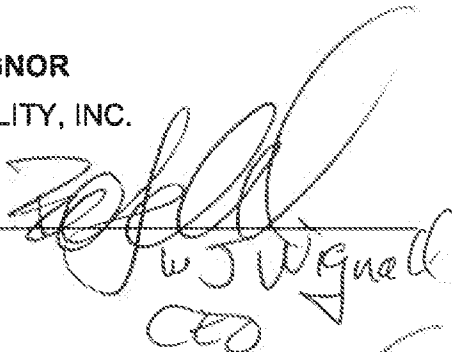
3.9. **Records.** In the event that Assignee files a claim against a third party for infringement or unlawful use of the Assigned Intellectual Property and such third party alleges that Assignor granted such third party or its affiliates a valid license or claims other immunity from suit, Assignor agrees to, upon a written request from Assignee that includes a detailed description of the claim and reasonably sufficient documentation relied upon by such third party to support such allegations, unless prohibited by law or contractual obligation, provide Assignee with any and all records, documentation or communications in its possession or reasonably available to Assignor and relevant to enforcing Assignee's ownership rights in such action or claim.

3.10. **No Oral Modification.** No amendment or modification to the terms contained herein shall be valid or binding on the parties unless made in writing and signed.

IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement as of the date first set forth above.

ASSIGNOR
FONALITY, INC.

By: _____
Name: _____

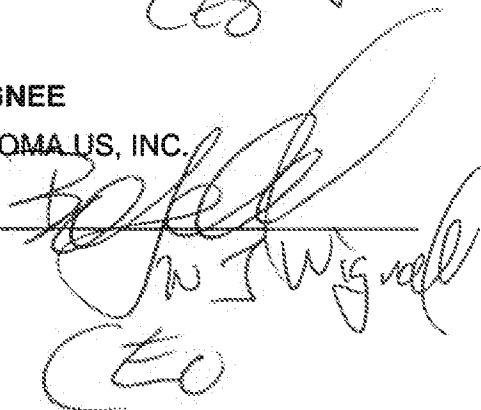


W. J. Wignall
CEO

Date: September 8, 2022

ASSIGNEE
SANGOMA US, INC.

By: _____
Name: _____



W. J. Wignall
CEO

Date: September 8, 2022

	A	B	C	D	E	F	G	H
1								
2					U.S. ISSUED PATENTS AND PATENT APPLICATIONS			
3	Sagacity Docket No.	Country	Patent No.	Application No.	Title	Application Filed	Patent Issued	Entity/Assignee
4	SAN-PAT137	United States	8,790,925	11/606,279	Mobile Use of a PBX System	8/17/2006	7/15/2014	Finality
5	SAN-PAT138	United States	8,379,832	11/600,302	Universal Queuing for Inbound communication	5/3/2007	2/19/2013	Finality
6	SAN-PAT139	United States	8,693,659	11/627,314	System and method for centralized presence management of local and remote users	7/11/2007	4/8/2014	Finality
7	SAN-PAT140	United States	8,098,810	12/669,083	Intelligent Presence Management in a Communication Routing System	2/6/2008	1/17/2012	Finality
8	SAN-PAT141	United States	8,499,246	12/675,401	System and Method for Providing Single Click Enterprise Communication	3/10/2008	7/30/2013	Finality
9	SAN-PAT142	United States	8,495,653	12/675,402	System and Method for Event Driven Browser Launch	3/10/2008	7/23/2013	Finality
10	SAN-PAT143	United States	8,341,535	12/675,411	System and Method for Distributed Communication Control Within an Enterprise	3/10/2008	12/25/2012	Finality
11	SAN-PAT144	United States	8,719,386	12/319,693	System and Method for Providing Configuration Synchronicity	1/8/2009	5/6/2014	Finality
12	SAN-PAT145	United States	9,443,244	12/405,204	System and Method for Utilizing Customer Data in a Communication System	3/16/2009	9/13/2016	Finality
13	SAN-PAT146	United States	8,976,952	13/213,020	Intelligent Presence Management in a Communication Routing System	8/18/2011	3/10/2015	Finality
14	SAN-PAT147	United States	8,787,548	13/601,965	System and Method for Distributed Communication Control Within an Enterprise	8/31/2012	7/22/2014	Finality
15	SAN-PAT148	United States	8,571,202	13/738,841	Universal Queuing for Inbound Communication	1/10/2013	10/29/2013	Finality
16	SAN-PAT149	United States	8,632,717	13/606,974	System and Method for Event Driven Browser Launch	6/3/2013	9/9/2014	Finality
17	SAN-PAT150	United States	9,395,873	13/609,064	System and Method for Providing Single Click Enterprise Communication	6/3/2013	7/19/2016	Finality
18	SAN-PAT151	United States	9,001,993	14/036,977	Universal Queuing for Inbound Communication	9/25/2013	4/7/2015	Finality
19	SAN-PAT152	United States	10,097,695	12/228,301	System and Method for Providing Carrier Independent VOIP Communication	8/11/2008	10/9/2018	Finality
20	SAN-PAT153	United States	10,318,922	12/405,197	System and Method for Automatic Insertion of Call Intelligence in an Information System	3/16/2009	6/11/2019	Finality

	A	B	C	D	E	F	G	H
21	SAN-PAT154	United States	9,855,004	15/170,903	system and Method for Utilizing Customer Data in a Communication System	6/1/2016	4/24/2018	Fonality
22	SAN-PAT155	United States	10,834,254	15/960,347	system and Method for Utilizing Customer Data in a Communication System	4/23/2018	11/10/2020	Fonality
23	SAN-PAT156	United States	10,771,632	16/154,437	System and Method for Providing Independent VOIP Communication System and Method for Automatic Insertion of Call Intelligence in an Information System	10/8/2018	9/8/2020	Fonality
24	SAN-PAT157	United States	11,113,663	16/431,911	system and Method for Utilizing Customer Data in a Communication System	6/5/2019	9/7/2021	Fonality
25	SAN-PAT158	United States	11,223,720	17/693,430	System and Method for providing carrier-independent VOIP Communication System and Method for Automatic Insertion of Call Intelligence in an Information System	11/9/2020	1/11/2022	Fonality
26	SAN-PAT205	United States		17/013483		9/4/2020		Fonality, Inc.
27	SAN-PAT 206	United States		17466874		9/3/2021		Fonality, Inc.
28								
29	U.S. REGISTERED TRADEMARKS							
30	SAGACITY DOCKET NO.	COUNTRY	FILING DATE	SERIAL NO.	MARK	REGISTRATION NO.	REGISTRATION DATE	Entity/Assignee
31	SAN-TM414US	United States	5/25/2007	77190899	Communicate Openly	3356020	12/18/2007	Fonality, Inc.
32	SAN-TM415US	United States	3/26/2007	77143111	Tribbox (and design) (Color)	3328944	11/6/2007	Fonality, Inc.
33	SAN-TM416US	United States	12/13/2006	77063064	Tribbox (and design) (B&W)	3303300	10/2/2007	Fonality, Inc.
34	SAN-TM417US	United States	8/20/2004	76471196	PBXTRA	3319547	10/23/2007	Fonality, Inc.
35	SAN-TM418US	United States	11/11/2005	76752454	HUD	3203117	1/23/2007	Fonality, Inc.
36	SAN-TM419US	United States	8/20/2004	76976714	PBXTRA	3356997	12/18/2007	Fonality, Inc.
37	SAN-TM420US	United States	3/30/2006	76850129	Tribbox	3263210	7/10/2007	Fonality, Inc.
38	SAN-TM421US	United States	6/13/2007	77204758	Fonality	3417257	4/29/2008	Fonality, Inc.
39	SAN-TM422US	United States	4/15/2004	76586845	Fonality	2943529	4/26/2005	Fonality, Inc.
40	SAN-TM423US	United States	3/25/2015	86576674	Heads Up Display	5024974	8/23/2016	Fonality, Inc.
41	SAN-TM424US	United States	3/25/2015	86576685	HUD	5024975	8/23/2016	Fonality, Inc.
42	SAN-TM425US	United States	5/9/2014	86277539	Fonality (and design) (Color)	4963824	6/21/2016	Fonality, Inc.
43	SAN-TM426US	United States	2/23/2011	85249167	FON (Stylized) (Color)	4554472	7/8/2014	Fonality, Inc.
44	SAN-TM427US	United States	2/23/2011	85249160	FON	4625191	10/21/2014	Fonality, Inc.
45	SAN-TM428US	United States	2/23/2011	85976108	FON	4534818	5/20/2014	Fonality, Inc.
46	SAN-TM429US	United States	2/23/2011	85976151	FON (Stylized) (Color)	4565440	7/8/2014	Fonality, Inc.
47	SAN-TM430US	United States	8/3/2007	77247114	FONCALL	3367125	2/19/2008	Fonality, Inc.
48	SAN-TM431US	United States	6/27/2007	77216455	Hybrid-Hosted	3573361	2/10/2009	Fonality, Inc.
49	SAN-TM432US	United States	6/25/2007	77215982	Anywhere Management	3404661	4/1/2008	Fonality, Inc.
50	SAN-TM433US	United States	8/23/2019	86591065	Comm-Unity	6342482	5/4/2021	Fonality, Inc.
51	SAN-TM438US	United States	9/6/2019	86607947	Comm-Unity (and design) (Color)	6342542	5/4/2021	Fonality, Inc.