

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860369

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Impact Telecom, LLC		12/09/2023	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Lingo Telecom, LLC		
Street Address:	25925 Telegraph Road		
Internal Address:	Suite 210		
City:	Southfield		
State/Country:	MICHIGAN		
Postal Code:	48033		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4619522	IMPACT	
Registration Number:	4619523	IMPACT TELECOM	
Registration Number:	4773957	IMPACTCONNECT	
CORRESPONDENCE DATA			
Fax Number:	2022987570		
<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:	202-625-3575		
Email:	kattendctm@katten.com		
Correspondent Name:	Michael Justus -Katten Muchin Rosenman		
Address Line 1:	1919 Pennsylvania Avenue NW		
Address Line 2:	Suite 800		
Address Line 4:	Washington, D.C. 20006-3404		
ATTORNEY DOCKET NUMBER:	333717-00006		
NAME OF SUBMITTER:	Michael R. Justus		
SIGNATURE:	/Michael R. Justus/		
DATE SIGNED:	12/12/2023		
Total Attachments: 3			

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (the "Assignment"), is made effective as of the Effective Date, by and between Impact Telecom, LLC, a Nevada limited liability company ("Assignor"), and Lingo Telecom, LLC, a Texas limited liability company ("Assignee") (each, a "Party" and collectively, the "Parties").

WHEREAS, the Parties are affiliates and believe that it is beneficial to the Parties and their other mutual affiliates for Assignor to assign all of its right, title and interest in and to the U.S. trademarks listed in Schedule A (collectively, the "Assigned Marks") to Assignee.



NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Conveyance. Effective *nunc pro tunc* as of January 1, 2016, Assignor does hereby convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to (i) the Assigned Marks, together with the goodwill symbolized thereby and (ii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignor's rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof; (b) bring actions and recover damages for past, present and future infringement or other violation thereof; and (c) grant licenses or other interests therein.
2. Recordation. Assignor hereby authorizes and requests the applicable trademark office or other governmental entity or registrar, to record Assignee as the owner of the Assigned Marks, and to issue any and all Assigned Marks to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Marks, and Assignor shall provide reasonable cooperation and assistance at Assignee's request to complete the recordation of this Assignment.
3. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, specimens of use, assignments, powers of attorney or other documentation as may be reasonably required) as are reasonably requested by Assignee to effect, register or maintain the rights assigned herein, including: (a) the preparation, prosecution, maintenance, renewal, licensing and assignment by Assignee of any applications or registrations assigned herein; and (b) the prosecution or defense by Assignee of any opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to the fact of the assignment of rights hereunder.
4. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
5. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Assignment.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas, USA, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, and any disputes regarding or arising out of this Assignment will be subject to the exclusive jurisdiction of the federal courts located in Dallas, Texas, USA.

7. Counterparts. Both Parties represent that the person executing this Assignment on its behalf has full authority to execute this Assignment and to bind it as a Party. This Assignment may be executed in electronically transmitted counterparts. This Assignment will become effective on the date of the last Party signature below (the "Effective Date").

IN WITNESS THEREOF, the undersigned have caused this Assignment to be executed as of the Effective Date.

IMPACT TELECOM, LLC	LINGO TELECOM, LLC
By: 	By: 
Name: <u>ANANTH VELOPPILLAI</u>	Name: <u>ANANTH VELOPPILLAI</u>
Title: <u>PRESIDENT & CEO</u>	Title: <u>PRESIDENT & CEO</u>
Date: <u>12/09/2023</u>	Date: <u>12/09/2023</u>

SCHEDULE A
TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK	APP. DATE	APP. NO	REG. DATE	REG. NO.
IMPACT	Jul 10, 2013	86007010	Oct 14, 2014	4619522
IMPACT TELECOM	Jul 10, 2013	86007013	Oct 14, 2014	4619523
IMPACTCONNECT	Apr 23, 2014	86260623	Jul 14, 2015	4773957