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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI162090

| SUBMISSION TYPE:      | NEW ASSIGNMENT                                     |  |
|-----------------------|--|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |  |

#### **CONVEYING PARTY DATA**

| Name                       | Formerly | Execution Date | Entity Type                            |
|----------------------------|----------|----------------|--|
| West Technology Group, LLC |          | 04/11/2024     | Limited Liability Company:<br>DELAWARE |

## **RECEIVING PARTY DATA**

| Company Name:   | Iny Name: Televox, Inc.              |  |
|-----------------|--------------------------------------|--|
| Street Address: | 11650 Miracle Hills Drive, 4th Floor |  |
| City:           | Omaha                                |  |
| State/Country:  | NEBRASKA                             |  |
| Postal Code:    | 68154                                |  |
| Entity Type:    | Corporation: DELAWARE                |  |

## **PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark  |
|----------------------|---------|------------|
| Registration Number: | 5954482 | CALLPOINTE |

# **CORRESPONDENCE DATA**

**Fax Number:** 8169838080

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:** 8169838000

Email: PTO-KC@huschblackwell.com

Correspondent Name: Paige Reese

Address Line 1: 4801 Main Street, Suite 1000
Address Line 4: Kansas City, MISSOURI 64112

| ATTORNEY DOCKET NUMBER: | 15116.10292   |
|-------------------------|---------------|
| NAME OF SUBMITTER:      | OLIVIA MILLER |
| SIGNATURE:              | OLIVIA MILLER |
| DATE SIGNED:            | 04/12/2024    |

## **Total Attachments: 3**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Trademark Assignment</u>") is entered into as of April 12, 2024 (the "<u>Effective Date</u>"), by and between West Technology Group, LLC, a Delaware limited liability company ("<u>Assignor</u>"), and Televox, Inc., a Delaware corporation ("<u>Assignee</u>"). Assignor and Assignee may be individually referred to herein as a "<u>Party</u>," and collectively, as the "<u>Parties</u>."

WHEREAS, Assignor is the owner of all right, title, and interest in and to the pending and registered trademarks listed on the attached <u>Exhibit A</u> (the "<u>Trademarks</u>"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire, all right, title, and interest in and to the Trademarks, including any and all goodwill associated with the Trademarks, and certain rights relating thereto.

NOW, THEREFORE, in consideration of the premises contained in this Trademark Assignment and for ten dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties, intending to be legally bound, agree as follows:

- 1. Trademark Assignment. Assignor hereby irrevocably and unconditionally assigns, transfers, sells, and conveys to Assignee any and all of its right, title, and interest in and to the Trademarks, including all goodwill associated therewith, and all rights (a) to all future income, royalties, license fees, and other proceeds and payments deriving from the Trademarks, (b) to sue and recover and retain damages and profits and other equitable relief for past, present, and future infringement, misappropriation, or other violation of any of the Trademarks, and rights of protection of interest therein (including to prosecute, register, maintain, and defend the Trademarks before any public or private agency, office, or registrar), and (c) to claim priority based on the Trademarks under the applicable laws of any jurisdiction or country and/or under international conventions or treaties. The Trademarks shall be held and enjoyed by Assignee and its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made. For the avoidance of doubt, the above assignment is deemed to be to a successor to the business of Assignor, or portion thereof to which the Trademarks pertain, and such business is ongoing and existing, in accordance with 15 U.S.C. § 1060(a)(1).
- 2. <u>Authorization</u>. Assignor hereby authorizes and requests the Commissioner of Trademarks in the United States Patent and Trademark Office, and the empowered officials of all other agencies or governments in any applicable foreign countries, to record Assignee as the assignee of all of Assignor's right, title, and interest in and to the Trademarks in the appropriate jurisdiction and to deliver to Assignee, and to Assignee's attorneys, agents, successors, or assigns, all official documents, and communications.
- 3. <u>Further Assurances</u>. Assignor covenants, agrees, and undertakes, upon the reasonable request of Assignee and at Assignee's expense, to take such actions and to execute such assignments, lawful oaths, and other papers which Assignee may reasonably deem necessary for securing to Assignee or for maintaining for Assignee any and all of the Trademarks.
- 4. <u>Provision of Requested Information</u>. Assignor agrees, upon Assignee's reasonable request and at the expense of Assignee or a legal representative thereof, to supply reasonable information and evidence of which such Assignor has knowledge or possession relating to the Trademarks, and to testify in any legal proceeding relating thereto.
- 5. <u>No Representations or Warranties</u>. Without limiting the terms of any other agreement between the Parties, this Trademark Assignment is made without warranty, representation, or guaranty by, or recourse against, any party of any kind or nature, express, implied, or otherwise.

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- 6. Counterparts. This Trademark Assignment may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile, pdf, or other electronic method (including DocuSign) shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.
- 7. Governing Law; Jurisdiction and Forum. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without reference to choice of law rules. The Parties agree that any dispute arising under or in connection with this Trademark Assignment shall be brought in the courts in the state of Delaware, and the Parties hereby submit to the exclusive jurisdiction of such courts in respect of any such proceeding.
- 8. Amendment; Waiver. This Trademark Assignment may not be modified or amended, except by an instrument or instruments in writing signed by the Party against whom enforcement of any such modification or amendment is sought. No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.
- 9. Severability. If any term, provision, covenant, or restriction of this Trademark Assignment is held by a court of competent jurisdiction or other authority to be invalid, void, or unenforceable, then the remainder of the terms, provisions, covenants, and restrictions of this Trademark Assignment shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 10. Entire Agreement. This Trademark Assignment (including the exhibits hereto) constitutes the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersede any prior discussion, correspondence, negotiation, proposed term sheet, letter of intent, agreement, understanding, or arrangement, whether oral or in writing.

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment by their authorized representatives as of the Effective Date.

ASSIGNOR: West Technology Group, LLC

> DocuSigned by: Louis Brucaleri

By: Name: Louis Brucculeri

EVP, Secretary and General Counsel Apr-11-2024 Title:

Date:

ASSIGNEE:

Televox, Inc.

Louis Brucaleri By:

DocuSigned by:

Louis Brucculeri Name: EVP and Secretary Apr-11-2024 Title:

Date:

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HB: 4864-0613-2917.1

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# Exhibit A

# Trademarks

| Reg. No./Ser. No. | Country | Trademark  | Status     | Full Goods/Services                   | Owner      |
|-------------------|---------|------------|------------|---------------------------------------|------------|
| RN: 5,954,482     | United  | CALLPOINTE | Registered | Int'l Class: 38                       | West       |
| SN: 88/480,380    | States  |            |            | Automated telephone voice messaging   | Technology |
|                   |         |            |            | service for health care professionals | Group, LLC |

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HB: 4864-0613-2917.1

**RECORDED: 04/12/2024** 

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