

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM300861

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Message Mediums LLC		04/04/2014	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Signal BT LLC		
Street Address:	440 N. Wells, Suite 320		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85150650	SIGNAL	
Serial Number:	85709694	SIGNAL	
Serial Number:	77237411	TEXTME	
Serial Number:	86032476	SIGNAL	
CORRESPONDENCE DATA			
Fax Number:	4153939887		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415.954.0200		
Email:	trademark@squiresanders.com		
Correspondent Name:	Elizabeth A. Seals		
Address Line 1:	Squire Sanders (US) LLP		
Address Line 2:	275 Battery Street, Suite 2600		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	105856.00008		
NAME OF SUBMITTER:	Elizabeth A. Seals		
SIGNATURE:	/Elizabeth A. Seals/		
DATE SIGNED:	04/09/2014		
Total Attachments: 6			

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) shall be effective as of April 4, 2014 (the “**Effective Date**”) by and between Message Mediums LLC, an Illinois limited liability company having its principal place of business at 222 West Merchandise Mart Plaza, Suite 1212, Chicago, Illinois 60654, (“**Assignor**”), and Signal BT LLC, a Delaware limited liability company, having its principal place of business at 440 N. Wells, Suite 320, Chicago, Illinois 60654 (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignor is the owner of certain intellectual property listed in Exhibit A;

WHEREAS, pursuant to that certain Asset Purchase Agreement among Assignor, Assignee, Jeffrey J. Judge and Christopher K. Watland dated as of the Effective Date (the “**Asset Purchase Agreement**”), Assignor has agreed to assign and has assigned to Assignee certain intellectual property, including without limitation the specific intellectual property set forth in Exhibit A, along with any and all goodwill relating thereto (the “**IP**”); and

WHEREAS, Assignor and Assignee have agreed to enter into this Agreement as further evidence of Assignor’s assignment of its rights in and to the IP pursuant to the Asset Purchase Agreement;

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

1. Assignment. As of the Effective Date, Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors, assigns, and nominees, absolutely and in perpetuity, Assignor’s entire right, title, and interest worldwide in and to the IP, and including without limitation the right to sue for and receive all damages from past infringements arising prior to the Effective Date, the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives.

2. Further Assurances. Assignor further agrees to execute all documents and do all such other things as may be reasonably necessary or appropriate to carry out the intent and/or purpose of this Agreement. In addition, and without limiting the generality of the foregoing, Assignor further agrees, at the request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the IP, and to otherwise aid assignee or its successors in interest in enforcing intellectual property rights in the IP, all at the expense of Assignee or its successors in interest.

3. Power of Attorney. Assignor hereby constitutes and appoints Assignee and its successors and assigns as Assignor’s true and lawful attorneys with full power of substitution, in Assignor’s name and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive any and all of the IP and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Assignee and its successors and assigns, any and all

proceedings at law, in equity or otherwise, or to execute such documents, which the Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the IP, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the IP which the Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor in any manner or for any reason whatsoever.

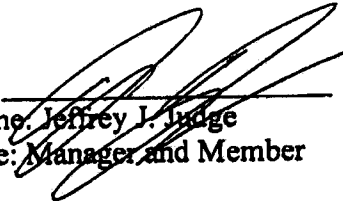
4. Governing Law. This Agreement shall be interpreted, construed and governed by the laws of the State of Illinois, without regard to principles of conflict of laws.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but of all which together shall constitute one instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

MESSAGE MEDIUMS LLC

By: 
Name: Jeffrey J. Judge
Title: Manager and Member

SIGNAL BT LLC

By: _____
Name: Michael Sands
Title: President

By: _____
Name: Christopher K. Watland
Title: Manager and Member


IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

MESSAGE MEDIUMS LLC

SIGNAL BT LLC

By: _____
Name: Jeffrey J. Judge
Title: Manager and Member

By: _____
Name: Michael Sands
Title: President

By: 
Name: Christopher K. Watland
Title: Manager and Member

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. |

MESSAGE MEDIUMS LLC

By: _____
Name: Jeffrey J. Judge
Title: Manager and Member

By: _____
Name: Christopher K. Watland
Title: Manager and Member

SIGNAL BT LLC

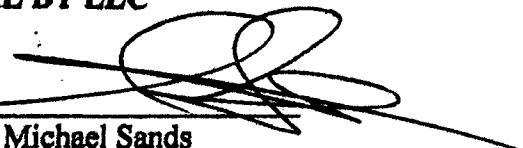
By: 
Name: Michael Sands
Title: President

Exhibit A

- Signal software
 - Signal technology platform - underlying and related source code
- Trademarks
 - SIGNAL, serial number 85150650, USPTO
 - SIGNAL, serial number 85709694, USPTO
 - TEXTME, serial number 77237411, USPTO
 - SIGNAL, serial number 86032476, USPTO
- Domains
 - signalhq.com (GoDaddy)
 - signal.co (GoDaddy)
 - sgnl.cm (Namecheap)
 - imws.us (GoDaddy)
 - probyapp.com (GoDaddy)
 - textme.net (GoDaddy)
 - textme.io (Namecheap)
 - textmeapp.com (GoDaddy)
- Short codes
 - 75309 (CSCA)
 - 839863 (CSCA)
 - 50101 (CSCA)