

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327741

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	12/31/2014
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MPGC, LLC		12/31/2014	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	GC Pivotal, LLC
<b>Street Address:</b>	180 N. LASALLE STREET, SUITE 2430
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60601
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2178701	TELESPEED
Registration Number:	3692486	COVAD
Registration Number:	2516334	COVAD

## 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: 3035838275  
 Email: marcaro@polsinelli.com, uspt@polsinelli.com  
 Correspondent Name: Margaret M Arcaro  
 Address Line 1: 1515 Wynkoop Street, Suite 600  
 Address Line 4: Denver, COLORADO 80202

<b>ATTORNEY DOCKET NUMBER:</b>	078740.484890
<b>NAME OF SUBMITTER:</b>	Margaret Arcaro
<b>SIGNATURE:</b>	/Margaret Arcaro/
<b>DATE SIGNED:</b>	12/31/2014

CH \$90.00 2178701

**Total Attachments: 8**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made as of the 3<sup>rd</sup> day of December, 2014 by MPGC, LLC, a Delaware limited liability company ("Assignor"), in favor of GC Pivotal, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor has adopted, used or is using certain trademarks registered with the United States Patent and Trademark Office identified on the attached Exhibit A (the "Marks"), in conjunction with Assignor's business, together with the goodwill symbolized thereby;

WHEREAS, Assignor wishes to assign to Assignee all right, title, and interest in and to the Marks and the goodwill symbolized thereby; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title, and interest in and to the Marks, together with goodwill symbolized thereby.

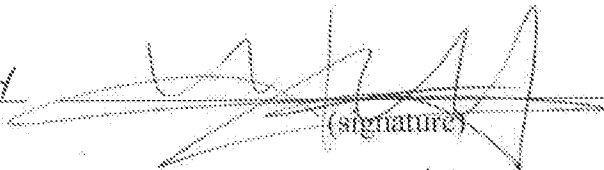
NOW THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, Assignor agrees as follows:

1. Assignment. Assignor hereby conveys, assigns, transfers and sets over unto the Assignee all of the Assignor's right, title and interest in and to the Marks, in the United States of America and any foreign countries, together with the goodwill symbolized thereby, all applications and/or registrations thereof, all common-law rights related thereto, all rights of registration, renewal, and extension, and the right to sue for and collect on all claims for damages and profits by reason of past, present or future infringement of said Marks.
2. Filing of Assignment. Assignor hereby appoints Assignee to file and record this instrument with the United States Patent and Trademark Office.
3. Authority. Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey all its right, title, and interest in the Marks.
4. Assignor Obligations. Assignor hereby covenants and agrees that Assignor, Assignor's successors, legal representatives, or administrators will at any time upon request, without further or additional consideration, but at the expense of the Assignee, its successors, and assigns, execute and deliver such additional papers, instruments, and writings and do such additional acts as said Assignee, its successors, and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for, obtaining, and enforcing any of the Marks, including giving testimony in any proceedings or transactions involving the Marks and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

IN TESTIMONY WHEREOF, ASSIGNOR hereunto executes this Assignment on the date indicated below:

ASSIGNOR: MPGC, LLC

Dated: December 30, 2014

  
(signature)

By: F. Francis Najari  
(printed name)

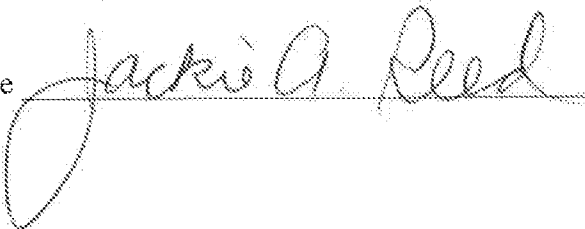
Title: Authorized Signer

STATE OF ARIZONA )  
COUNTY OF MARICOPA )

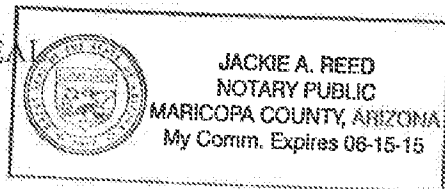
On 12-30-2014 before me, JACKIE A REED a Notary Public, personally appeared FRANCIS NAJARI, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ARIZONA that the foregoing is true and correct.

Signature



SEAL



ASSIGNEE HEREBY acknowledges the aforesaid statements and accepts the aforesaid assignment, transfer, and conveyance of the Marks and the associated goodwill;

IN TESTIMONY WHEREOF, ASSIGNEE hereunto executes this Assignment on the date indicated below:

ASSIGNEE: GC Pivotal, LLC

Dated: December 30, 2014

[Handwritten Signature]  
(signature)

By: F. Francis Najari, Chairman  
(printed name)

STATE OF Arizona )  
COUNTY OF MARICOPA )

On 12-30-2014 before me, Jackie A. Reed a Notary Public, personally appeared F. Francis Najari, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing is true and correct.

Signature Jackie A. Reed

SEAL

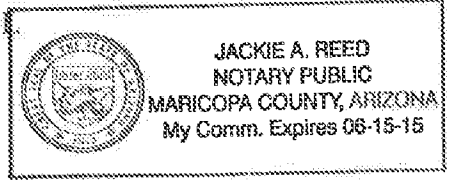



EXHIBIT A

MARKS

Mark	U.S. Reg. No.	Goods/Services	Filing Date	Registration Date
TELESPEED	2,178,701	IC 038: Providing telecommunications connections to a global computer network	11/07/1997	08/04/1998
COVAD	3,692,486	IC 038: Providing telecommunications connections to the Internet and other computer communications networks	03/25/2009	10/06/2009
COVAD and design 	2,516,334	IC 038: Providing high-speed telecommunications connections to a global computer network and to other computer communications networks	10/21/1999	12/11/2001

CERTIFICATE OF MERGER  
OF  
MPGC, LLC  
INTO  
GC PIVOTAL, LLC

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Pursuant to Section 18-209 of the  
Delaware Limited Liability Act

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Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Act, the undersigned limited liability company executed the following Certificate of Merger:

FIRST: The name of the surviving limited liability company is GC Pivotal, LLC, a Delaware limited liability company, and the name of the limited liability company being merged into this surviving limited liability company is MPGC, LLC, a Delaware limited liability company.

SECOND: The Agreement and Plan of Merger has been approved and executed by each of the constituent limited liability companies.

THIRD: The name of the surviving limited liability company is GC Pivotal, LLC.

FOURTH: The Agreement and Plan of Merger is on file at the place of business of the surviving limited liability company located at 3200 East Camelback Road, Suite 295, Phoenix, Arizona 85018.

FIFTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the constituent limited liability companies.

IN WITNESS WHEREOF, GC Pivotal, LLC has caused this Certificate of Merger to be executed by an authorized person on this 31st day of December, 2014.

GC PIVOTAL, LLC

By: its Sole Member

Pivotal Global Capacity, LLC

By: 

Name: E. Pivotal

Title: Authorized Signer

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Agreement") is effective December 31, 2014, by and between GC Pivotal, LLC, a Delaware limited liability company (the "Surviving Company"), and MPGC, LLC, a Delaware limited liability company (the "MPGC").

### RECITALS

WHEREAS, the Surviving Company and MPGC entered into that certain Membership Interest Purchase Agreement (the "Purchase Agreement"), dated September 5, 2014, by and among the Surviving Company, MPGC and MegaPath Holding Corporation, a Delaware corporation ("MegaPath"), pursuant to which the Surviving Company acquired 100% of the membership interests in MPGC from MegaPath;

WHEREAS, MPGC became a wholly owned subsidiary of the Surviving Company on December 31, 2014 upon the consummation of the transactions contemplated by the Purchase Agreement;

WHEREAS, MPGC and the Surviving Company desire to merge MPGC with and into the Surviving Company (the "Merger") upon the terms and conditions specified in this Agreement; and

WHEREAS, the sole members of each of MPGC and the Surviving Company have executed this Agreement on behalf of each party, and each of their signatures hereto shall evidence their consent to the execution of this Agreement and the Merger contemplated hereby.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals to this Agreement are hereby incorporated herein by reference.
2. Merging Entities. The names and places of organization of the constituent limited liability companies planning to merge pursuant to this Agreement are as follows:
  - (a) GC Pivotal, LLC, a Delaware limited liability company, as the Surviving Company.
  - (b) MPGC, LLC, a Delaware limited liability company, as the disappearing company (hereinafter referred to prior to the Merger as MPGC and following the Merger as the "Disappearing Company").
3. Effective Time; Surviving Company. The Merger shall become effective upon the filing of the Certificate of Merger, executed and acknowledged in accordance with the laws of the State of Delaware, in the office of the Secretary of State of Delaware (the "Effective Time"). At the Effective Time, the Disappearing Company shall be merged with and



into the Surviving Company, and the Surviving Company shall continue unaffected and unimpaired as the limited liability company surviving the Merger, continuing to be governed by, the laws of the State of Delaware. Upon the effectiveness of the Merger, the separate existence of MPGC shall cease, and Surviving Company shall succeed to and assume all the rights and obligations of the Disappearing Company in accordance with the Delaware Limited Liability Company Act.

4. Effect of Merger on Membership Interests. The outstanding membership interests of MPGC immediately prior to the effective time of the Merger shall be converted into the membership interests of the Surviving Company.
5. Certificate of Formation. The Certificate of Formation of the Surviving Company and any of its amendments, as now in force and effect, shall continue to be the Certificate of Formation of the Surviving Company.
6. Condition to the Merger. The Merger shall have been duly authorized by both the Surviving Company and MPGC prior to the filing of the Certificate of Merger with the Secretary of State of Delaware effecting the Merger.
7. Authorizations. The members of each of MPGC and the Company are hereby duly authorized and empowered to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement or of the Merger.
8. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its rules of conflict of laws.
9. Counterparts. This Agreement may be executed in two or more counterparts (any of which may be delivered by facsimile or electronic mail transmission), each of which will be deemed an original, but all of which together will constitute one and the same instrument.
10. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such provision will be deemed amended to the extent necessary to conform to applicable law or, if it cannot be so amended without materially altering the intention of the parties, it will be deemed stricken and the remainder of the Agreement will remain in full force and effect.


*[Reminder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the parties have duly executed this Agreement and Plan of Merger as of the date first written above.

GC PIVOTAL, LLC

By: Its Sole Member:


PIVOTAL GLOBAL CAPACITY, LLC

By:   
Name: E. Francis Nye  
Title: Authorized Signer

MPGC, LLC

By: Its Sole Member:

GC PIVOTAL, LLC

By:   
Name: E. Francis Nye  
Title: Chairman

Signature Page to the Agreement and Plan of Merger