

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336377

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900317537

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arete Development Inc		02/04/2015	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Glotel Inc
Street Address:	8700 wes Bryn Mawr Ave, Suite 400n
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60631
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3918796	ARETE DEVELOPMENT INC OPTIMIZING YOUR NE
Serial Number:	77929655	ARETE DEVELOPMENT INC OPTIMIZING YOUR NE

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: 6023809131
 Email: givezaj@gores.com
 Correspondent Name: George Ivezaj
 Address Line 1: 80 Valley View Ave
 Address Line 4: Ridgewood, NEW JERSEY 07450

NAME OF SUBMITTER:	George Ivezaj
SIGNATURE:	/Georgelvezaj/
DATE SIGNED:	03/27/2015

Total Attachments: 4

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") dated February 21, 2015 (the "Effective Date"), dated as of February 21, 2015 by and among Glotel Inc., a Delaware corporation ("Purchaser"), Arete Development, Inc. ("Arete"), a New Jersey corporation having its chief executive office and principal place of business located at 18-20 Industrial Road, Fairfield, NJ 07004 and Site Concealment, LLC ("Site") a New Jersey limited liability company having its chief executive office and principal place of business located at 18-20 Industrial Road, Fairfield, NJ 07004 (Arete and Site together as "Seller").

WHEREAS, Purchaser, Seller, and Jonathan Ettore, Matthew Ettore, Justin Ettore and John Ettore, are parties to that certain Agreement of Purchase and Sale of Assets dated as of February 21, 2015 (the "Purchase Agreement"), pursuant to which Purchaser has purchased substantially all of the assets of Seller that are used in the Business; and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to assign certain assets, rights and agreements to Purchaser, and Purchaser has agreed to assume certain obligations of Seller.

NOW, THEREFORE, for the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. All capitalized terms used in this Agreement and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. Effective as of the Closing Date, Seller hereby assign, sell, transfer and set over (collectively, the "Assignment") to Purchaser all of their right, title, benefit, privileges and interest in and to, and all of their burdens, obligations and liabilities in connection with, each of the Assumed Liabilities. Purchaser hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Seller to be observed, performed, paid or discharged from and after the Closing Date, in connection with the Assumed Liabilities. Purchaser assumes no Excluded Liabilities or Excluded Assets, and the parties hereto agree that all such Excluded Liabilities and Excluded Assets shall remain the sole responsibility of Seller and upon execution of this Agreement, Seller is released, as between Purchaser and Seller, from any and all obligations arising under, relating to and/or in any manner connected with the Assumed Liabilities.

3. Seller and Purchaser acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the

Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer assignment and assumption and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

5. The provisions of this Agreement shall be binding upon Seller and Purchaser and their respective successors and assigns.

6. This Agreement and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of the conflicts of laws thereof.

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

8. This Agreement and any other document or agreement executed in connection herewith may be executed by delivery of a facsimile copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page.

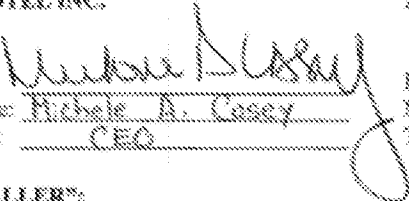
9. No amendment of any provision of this Assumption Agreement shall be valid unless the same shall be in writing and signed by the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Assignment and Assumption Agreement to be duly executed as of the Effective Date.

"PURCHASER":

GLOTEL INC.

By: 
Name: Michele A. Casey
Title: CEO

"SELLER":

ARETE DEVELOPMENT, INC.

By: _____
Name: _____
Title: _____

"SELLER":

SITE CONCEALMENT, LLC

By: _____
Name: _____
Title: _____

Site Concealment, LLC

IN WITNESS WHEREOF, Seller and Purchaser have caused this Assignment and Assumption Agreement to be duly executed as of the Effective Date.

"PURCHASER":

"SELLER":

GLotel, INC.

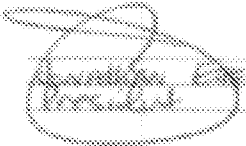
ARETE DEVELOPMENT, INC.

By: _____
Name: _____
Title: _____

By: 
Name: Alexander Williams
Title: President

"SELLER":

SITE CONCEALMENT, LLC

By: 
Name: Alexander Williams
Title: President

Signature Block Introduction: Introduction