

900375443 08/19/2016

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM395735

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
EdgeConneX Inc.		08/17/2016	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	EdgeConneX EDC North America, LLC
<b>Street Address:</b>	2201 Cooperative Way
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Hemdon
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	20171
<b>Entity Type:</b>	<del>Corporation: DELAWARE</del> Limited Liability Company <i>Drawn</i>

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	4053826	EDGECONNEX
Registration Number:	4302459	MEET YOU POINT
Registration Number:	4403465	EDGE COLO
Registration Number:	4410491	EDGE DATA CENTERS
Registration Number:	4403466	EDGE POP
Registration Number:	4623582	EC EDGECONNEX
Registration Number:	4738695	EDGEOS
Serial Number:	86652741	EDGECONNEX INTERNET OF EVERYWHERE

OP \$215.00 4053826

**CORRESPONDENCE DATA**

Fax Number: 2023180368  
*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: 2023451905  
 Email: ba@bsalegalgroup.com  
 Correspondent Name: Brian Alperstein  
 Address Line 1: 2201 Cooperative Way  
 Address Line 2: Suite 200  
 Address Line 4: Hemdon, VIRGINIA 20171

<b>NAME OF SUBMITTER:</b>	Brian Alperstein	<i>BA 8/26/16</i>
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*BA 8/26/16*

<b>SIGNATURE:</b>	/Brian Alperstein/
<b>DATE SIGNED:</b>	08/19/2016
<b>Total Attachments: 6</b>	
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*BA/ 8/26/16*

## ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

This Assignment and Assumption of Intellectual Property (this "*Assignment*"), is made and entered into as of August 17, 2016 (the "Effective Date") by and between **EdgeConneX, Inc.**, a Delaware corporation ("*Assignor*"), and **EdgeConneX EDC North America, LLC**, a Delaware limited liability company ("*Assignee*"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

### RECITALS

**WHEREAS**, in connection with a corporate restructuring, Assignor seeks to consolidate ownership of certain intellectual property, consisting of patents and patent applications (collectively, the "*Patents*") as listed on Schedule 1, attached hereto; trademarks and trademark applications (the "*Trademarks*"), as listed on Schedule 2, attached hereto; and certain domain names (the "*Domain Names*"), as set forth in Schedule 3 attached hereto, (collectively, the Patents, Trademarks and Domain Names, shall hereinafter be referred to as the "*Intellectual Property*").

**WHEREAS**, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Intellectual Property; and

**WHEREAS**, the Assignee desires to acquire all of the Assignor's right, title, and interest in and to the Intellectual Property and any and all legal protections, foreign or domestic, to be obtained thereof; and

**NOW, THEREFORE**, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignment. Assignor hereby grants, transfers and assigns to Assignee, its successors and assigns, and Assignee accepts and assumes all of the Assignor's right, title, benefit and interest to the following, throughout the world:
  - (a) the Intellectual Property described in Schedules 1, 2 & 3 attached hereto;
  - (b) any claims with respect to any of the Intellectual Property, all rights to prepare derivative works, all goodwill, and all other rights to the Intellectual Property;
  - (c) any and all registrations, applications (including any divisions, continuations, continuations-in-part, and reissues of such applications), corresponding to domestic and foreign applications, issuing on such Intellectual Property, and all rights and benefits under any applicable treaty or convention;
  - (d) The right to file any further applications, claim priority or do as is necessary to enforce all its rights, title and interest in and to any current or future Trademark, Patent or Domain Name.
  - (e) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Intellectual Property including, without limitation, damages and payments for past or future infringements of any of the Intellectual Property; and
  - (f) all rights to sue for past, present, and future infringements of the Intellectual Property.

2. Authorization to Director. The Assignor hereby authorizes the Director of the United States Patent & Trademark Office, any foreign patent and trademark offices, and any other relevant offices to issue said Patent, Trademark or Domain Name to the Assignee, for the Assignee's and its representatives' use to the full end of the term for which said Patent, Trademark or Domain Name may be granted, as fully and entirely as the same would have been held by the Assignor had this assignment not been made. The Assignor also hereby authorizes and requests an attorney having the power of attorney to prosecute the applications set forth in Schedules 1 & 2.

3. Assignor's Representations and Warranties. The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner of all right, title, and interest being transferred in and to the Intellectual Property;
- (b) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (c) is not aware of any violation or infringement of any third party's rights (or any claim thereof) by the Intellectual Property;
- (d) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;

4. Assignor Obligations. The Assignor will, (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional agreements, assumptions, assurances and other instruments as may be required to carry out the purpose of this Assignment, including any separate assignments of the Intellectual Property, reasonably necessary to record the assignment in the United States Patent Office and other patent and trademark offices throughout the world; (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States and throughout the world; and (c) execute all lawful papers reasonable and necessary for Assignee to retain a patent, trademark or domain name right to the Intellectual Property, respectively, and/or on any continuing or reissue applications thereof.

5. No Further Use of the Patents. After the Effective Date, the Assignor agrees to make no further use of the Intellectual Property, or any Intellectual Property equivalent thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Intellectual Property.

6. Binding Effect. This Assignment will inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.

7. Applicable Law. This Assignment will be governed by, and construed in accordance with the laws of the Commonwealth of Virginia.

5. Entire Agreement. This Assignment constitutes the entire agreement between the parties hereto with regard to the matters contained herein and it is understood and agreed that all previous undertakings, negotiations, letter of intent and agreements between the parties are merged herein.

6. Modification. This Assignment may not be modified except in a writing signed by both parties.

7. Counterparts. This Assignment may be executed in multiple counterparts, each of which will be an original and all of which together will constitute one and the same instrument.

8. Further Assurances. Assignor agrees to execute and deliver to Assignee other or further assurances of the provisions of this Assignment and Assignee may from time to time request.

**[Signature page follows]**

**IN WITNESS WHEREOF**, the undersigned have caused this Assignment and Assumption of Contracts Agreement to be duly executed on their behalf on the date first above written.

**ASSIGNOR:**

**EdgeConneX, Inc., a Delaware corporation**

By:   
Name: Joseph Harar  
Title: Chief Financial Officer

**ASSIGNEE:**

**EdgeConneX EDC North America, LLC, a Delaware limited liability company**

By:   
Name: Joseph Harar  
Title: Chief Financial Officer

**Schedule 2**

**Trademarks**

<b>Trademark</b>	<b>App. Date</b>	<b>Reg. Date</b>	<b>Status</b>	<b>Registration / Application No.</b>	<b>Jurisdiction</b>
EdgeConneX	8/4/2010	11/8/2011	Registered	4053826	US
Meet You Point	12/9/2011	3/12/2013	Registered	4302459	US
EDGE COLO	3/27/2013	9/17/2013	Registered	4403465	US
EDGE DATA CENTERS	2/6/2013	10/1/2013	Registered	4410491	US
EDGE POP	3/27/2013	9/17/2013	Registered	4403466	US
EC EDGECONNEX	3/10/2013	10/21/2014	Registered	4623582	US
EDGEOS	9/25/2014	5/19/2015	Registered	4738695	US
EDGECONNEX INTERNET OF EVERYWHERE	6/5/2015	-	Pending	86652741	US
EDGECONNEX	2/10/2013	4/4/2014	Registered	1206294	(CTM European Union)
EDGECONNEX	3/4/2014	4/4/2014	Registered	1206294	(WIPO Registration) For the following countries: Switzerland (CH) Colombia (CO) EUROPEAN UNION (EM) and Mexico (MX)
EDGECONNEX INTERNET OF EVERYWHERE	05/06/2015	12/02/2015	Registered	1283232	(WIPO Registration) For the following countries: Switzerland (CH) Colombia (CO) EUROPEAN UNION (EM) and Mexico (MX)
EDGECONNEX INTERNET OF EVERYWHERE	03/10/2016	-	Pending	3485586 (International Class 38) 3485587	Argentina,

				(International Class 42)	
EDGECONNEX INTERNET OF EVERYWHERE	03/10/2016	-	Pending	910740682 (International Class 38)  910740712 (International Class 42)	Brazil
EDGECONNEX INTERNET OF EVERYWHERE	In process	-	Pending	In process	Peru
EDGECONNEX INTERNET OF EVERYWHERE	05/31/2016	-	Pending	1206680  (International Class 38)  (International Class 42)	Chile