

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aerialink, Inc.		03/15/2017	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	AL Acquisition LLC		
Street Address:	Two Embarcadero Center		
Internal Address:	Suite 2320		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87279538	AERIALINK	
Serial Number:	87279562	AERIALINK	
CORRESPONDENCE DATA			
Fax Number:	7816225933		
<i>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.</i>			
Phone:	7816225930		
Email:	trademark@mabbp.com		
Correspondent Name:	Sean D. Detweiler		
Address Line 1:	230 Third Avenue, 4th Floor		
Address Line 2:	Morse, Barnes-Brown & Pendleton, P.C.		
Address Line 4:	Waltham, MASSACHUSETTS 02451		
ATTORNEY DOCKET NUMBER:	Fairmont - Aerialink		
NAME OF SUBMITTER:	Sean D. Detweiler		
SIGNATURE:	/Sean D. Detweiler/		
DATE SIGNED:	03/26/2017		
Total Attachments: 5			
source=M1050547#page1.tif			
source=M1050547#page2.tif			

OP \$65.00 87279538

source=M1050547#page3.tif

source=M1050547#page4.tif

source=M1050547#page5.tif

ASSIGNMENT OF TRADEMARK AGREEMENT

This Assignment of Trademark Agreement (this “Agreement” or “Assignment”) is made effective as of this 15th day of March, 2017, by and among Aerialink, Inc., an Iowa corporation (“Assignor”), and AL Acquisition LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor is the owner of the trademarks identified in **Exhibit A** and all common law rights associated with the trademarks (collectively, the “Trademarks”); and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of March 15, 2017 (the “Asset Purchase Agreement”), by and among Assignor, Assignee, and the other parties thereto, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee all of Assignor’s rights, title and interests in and to the Trademarks and the Assignee has agreed to purchase, acquire and accept all of Assignor’s rights, title and interests in and to the Trademarks from Assignor.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Definitions. Capitalized terms used but not defined herein have the meanings assigned to them in the Asset Purchase Agreement.

2. Conveyance. Assignor does hereby sell, convey, assign, transfer, grant and deliver unto Assignee, all its rights, title and interest Assignor may now have, may ever have had or may ever have, in, to and under the Trademarks, together with the goodwill, if any, associated therewith and which is symbolized thereby, and Assignee hereby accepts such sale, conveyance, assignment, transfer, grant and delivery of the same. Assignor further sells, conveys, assigns, transfers, grants and delivers to Assignee all rights of Assignor to bring an action, whether at law or in equity, against any third party for infringement, dilution, tarnishment, or other misappropriation or unauthorized use of the Trademarks, including the right to bring an action for past, present and future infringement, dilution, tarnishment, or other misappropriation or unauthorized use, and all rights to recover damages, profits and injunctive relief for infringement, dilution, tarnishment, or other misappropriation or unauthorized use of the Trademarks. Assignee hereby accepts such sale, conveyance, assignment, transfer, grant and delivery of the Trademarks and all rights associated therewith.

3. Authority to File. Assignor hereby authorizes Assignee to file this Assignment and any other documents relating thereto with the U.S. Patent and Trademark Office and any appropriate foreign jurisdictions for purposes of having the Assignment recorded therein and to place sole and exclusive right, title, and interest in and to the Trademarks in the name of Assignee. Assignor further authorizes and requests the Commissioner of Patents and Trademark of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor’s rights and title in and to the Trademarks.

4. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person other than Assignee, its successors and assigns any remedy or claim under or by reason of this instrument or any agreements, terms, covenants or conditions hereof, and all the agreements, terms, covenants and conditions contained in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

5. Binding Effect; Assignment. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement shall be governed by the laws of the State of Delaware applicable to agreements made and to be performed entirely within that State.

7. Construction. This Agreement is delivered pursuant to and is subject to the Asset Purchase Agreement. Nothing herein is intended to modify, expand, limit or otherwise affect the representations, warranties, covenants, indemnities and agreements contained in the Asset Purchase Agreement, and such representations, warranties, covenants, indemnities and agreements shall remain in full force and effect in accordance with the terms of the Asset Purchase Agreement. In the event of any conflict between the terms of the Asset Purchase Agreement and the terms of this Agreement, the terms of the Asset Purchase Agreement shall govern, supersede and prevail.


8. Execution and Transmittal. This Agreement may be executed in counterparts, all of which, taken together, shall constitute an effective Agreement. This Agreement may be executed and transmitted by hand delivery, facsimile or electronic mail transmission, by original signature, .pdf or other electronic means of signature and transmission, each of which will be deemed to constitute an original signed counterpart.

{Signature Page Follows}

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the date and year first above written.

ASSIGNOR:

AERIALINK, INC.
an Iowa corporation

By: 
Name: Christopher Currie
Title: President & Chief Executive Officer

ASSIGNEE:

AL ACQUISITION LLC
a Delaware limited liability company

By: _____
Name: Billy Maguy
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the date and year first above written.

ASSIGNOR:

AERIALINK, INC.
an Iowa corporation

By: _____
Name:
Title:

ASSIGNEE:

AL ACQUISITION LLC
a Delaware limited liability company

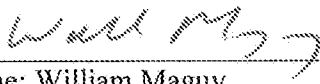
By:  _____
Name: William Maguy
Title: Vice President

Exhibit A

Trademarks

1. AERIALINK (standard characters), Application No. 87279538
2. AERIALINK (stylized and/or with design), Application No. 87279562
3. The slogan "Mobile Data Communications Solutions".