

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441478

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Computertel, Inc.		08/09/2017	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Vision Communications, Inc.		
Street Address:	123 W. Nye Lane, Suite 129		
City:	Carson City		
State/Country:	NEVADA		
Postal Code:	89706		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5194666	CALLMEX	
Registration Number:	5064827	CALLMEX	
Registration Number:	4853701	DIRECTO.COM	
Serial Number:	86847747	UCALL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8587502591		
Email:	Pete@Potentelaw.com		
Correspondent Name:	Peter M. Potente, Esq.		
Address Line 1:	7924 Ivanhoe Ave., Suite 2		
Address Line 4:	La Jolla, CALIFORNIA 92037		
NAME OF SUBMITTER:	Peter M. Potente, Esq.		
SIGNATURE:	/Peter M. Potente/		
DATE SIGNED:	08/31/2017		
Total Attachments: 2			
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OP \$115.00 5194666

TRANSFER AND ASSIGNMENT OF INTELLECTUAL PROPERTY

This Transfer and Assignment of Intellectual Property Agreement (the "Assignment") is made and entered into as of August 9, 2017, by and between **Computertel, Inc. dba Directo.com**, a Nevada corporation ("Assignor") and **Vision Communications, Inc.**, a Delaware corporation ("Assignee").

1. Assignor is the owner of the following items of intellectual property (the "Intellectual Property"), including the goodwill associated with the Intellectual Property:

- a. The trademark registration for the mark "CALLMEX," filed with the United States Patent and Trademark Office on July 22, 2016 and registered on May 2, 2017, U.S. Registration Number 5194666.
- b. The trademark registration for the mark "CALLMEX," filed with the United States Patent and Trademark Office on November 12, 2014 and registered on October 18, 2016, U.S. Registration Number 5064827.
- c. The trademark registration for the mark "DIRECTO.COM," filed with the United States Patent and Trademark Office on August 1, 2014 and registered on November 17, 2015, U.S. Registration Number 4853701.
- d. The trademark application for the mark "UCALL," filed with the United States Patent and Trademark Office on December 14, 2015, U.S. Serial Number 86847747.

2. "Intellectual Property" also includes, collectively, copyrights, including all registered and unregistered copyrights, copyrightable works, and writings and other works of authorship embodied in tangible form, including any applications relating to any of the foregoing, as applicable, and any renewals of any of the foregoing; know-how, including unpatented technical information, designs, knowledge, know-how and data; patents, including any and all patents and patent applications, any continuing applications thereof including divisionals, continuations, continuations-in-part, reissued and reexamined patents, and all corresponding foreign patents or patent applications; and trademarks and trade dress, including all registered and unregistered trademarks, trade dress, service marks, and logotypes, including any applications relating to any of the foregoing, as applicable, and any renewals of any of the foregoing.

3. For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all of Assignor's interest in the Intellectual Property, including the associated goodwill, together with all derivative rights and all rights to secure registrations, renewals, reissues, and extensions of the copyrights, patents, and trademark rights included therein, if any.

4. Assignor hereby covenants, warrants, and represents to Assignee that:

- a. Assignor is the sole owner of and has the exclusive right to hold, use, assign, and transfer the Intellectual Property, free and clear of any liens, encumbrances, licenses, or claims of any nature, and has made no agreement, assignment, or other transfer with respect to the Intellectual Property that is in conflict with this Assignment.
- b. Except as specified in Paragraph 1 of this Assignment, no registration has been effected or is on file with the appropriate governmental agencies with respect to the Intellectual Property.
- c. Assignor agrees to authorize and direct his, her, or its heirs, personal representatives, successors, and assigns to make and execute any instrument and to perform any act that Assignee may deem necessary to perfect this Assignment and to secure the registration, renewal, or extension of the registration of the Intellectual Property, as applicable.
- d. Assignor agrees to take such steps and make such filings as may be necessary or appropriate in the determination of Assignee to effect the transactions contemplated hereby.

5. This Assignment is governed by the laws of the State of California without regard to its conflict of law rules. This Assignment constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified or amended without the written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Assignment by their duly authorized representatives.

ASSIGNOR

**Computertel, Inc. dba Directo.com, a
Nevada corporation**
123 W. Nye Lane, Suite 129
Carson City, Nevada 89706



David Jassan
CEO

Date:

ASSIGNEE

**Vision Communications, Inc., a
Delaware corporation**
2711 Centerville Road
Wilmington, Delaware 19808



David Jassan
CEO

Date: