

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM456089

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VoiceNation, LLC		03/08/2017	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SimplyOne LLC		
<b>Street Address:</b>	33 Buford Village Way		
<b>Internal Address:</b>	Suite 329		
<b>City:</b>	Buford		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30518		
<b>Entity Type:</b>	<del>Corporation</del> GEORGIA <i>LLC: Georgia</i>		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3417203	NEXTPBX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	844-247-7286		
<b>Email:</b>	accounting@cirravox.com		
<b>Correspondent Name:</b>	Jay Reeder		
<b>Address Line 1:</b>	33 Buford Village Way		
<b>Address Line 2:</b>	Suite 329		
<b>Address Line 4:</b>	Buford, GEORGIA 30518		
<b>NAME OF SUBMITTER:</b>	Jay Reeder		
<b>SIGNATURE:</b>	/Jay Reeder/		
<b>DATE SIGNED:</b>	12/28/2017		
<b>Total Attachments: 10</b>			
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source=Asset Purchase and Assignment Agreement#page2.tif			
source=Asset Purchase and Assignment Agreement#page3.tif			

OP \$40.00 3417203

ASSET PURCHASE AND ASSIGNMENT AGREEMENT

This Purchase and Assignment Agreement (the "Agreement") is made and entered into effective March 8, 2017 (the "Effective Date"), by and between SIMPLYONE, LLC, a Georgia limited liability company (the "Purchaser"), and VOICENATION, LLC, a Georgia limited liability company ("Seller").

WITNESSETH

WHEREAS, the Seller owns certain property and assets used in the operation of an information technology ("IT") services business; and

WHEREAS, Purchaser is a company which develops, distributes, and implements products and services in the IT and Telecommunications services industry (the "Business"); and

WHEREAS, Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller certain intellectual property assets of Seller on the terms and conditions hereinafter set forth; and

WHEREAS, Seller and Purchaser desire to make certain representations, warranties, and agreements in connection with the transactions provided for herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties do hereby agree, represent, warrant and stipulate as follows:

**SECTION 1. SALE OF ASSETS**

1.1 **Sale of Assets.** Seller agrees to sell, transfer and deliver to Purchaser, and Purchaser agrees to purchase, upon the terms and conditions hereinafter set forth, certain of the assets of the Seller used in connection with the Business, specifically including but not limited to, the following, and as more exactly set forth in Exhibit A, attached hereto and incorporated herein (the "Transferred Assets"):

1.1.1 **Intangible Personal Property and Intellectual Property.** With respect to the Transferred Assets, all proprietary information of Seller, including without limitation all of the Seller's trade secrets, copyrights and moral rights therein, contained within and developed in association with all of the computer software, whether in object or source code form, and all of that intellectual property contained with therein or underpinning the functionality thereof (collectively referred to as the "Software"), including all of the goodwill therein.; and

1.1.2 **Goodwill.** All goodwill associated with the Transferred Assets;

1.1.3 **Permits and Licenses.** Any and all consents, authorizations, variances or waivers, licenses, permits, registrations, certificates, approvals and similar rights from any entity or Person or governmental or quasi-governmental agency, department, board, commission, bureau or other entity or instrumentality relating primarily to, or necessary for the continued and unfettered use or enjoyment of the Software or required in connection with ownership or operation of the Software (the "Required Authorizations"), to the extent assignable as of right or with the consent of a third party (the "Permits & Licenses"); and

1.1.4 Documentation. All books, records, documentation, maintenance records, documents, correspondence, sales materials, marketing materials, operational materials, vendor records and other data and records material to the use or associated with the Assets (the "Documentation").

1.2 Excluded Assets and Liabilities. Except for services to be performed pursuant to Existing Service Contracts set forth in Schedule A(1) hereunder, Purchaser shall assume no liabilities of the Seller, contingent or non-contingent, and Seller and its members shall indemnify Purchaser from and against any claim brought against Purchaser in connection with Seller's acts or omissions prior to the closing of this Transaction. Expressly, but without limitation, Purchaser shall assume no tax liabilities and no employment obligations of the Seller, including, but not limited to, any obligations for unpaid wages, overtime, vacation, sick leave, or other benefits. Purchaser shall have the right, in its sole discretion, to offer new employment to any employee or contractor of the Company and to enter into new contracts with any person or entity that has provided products or services to the Seller in connection with the Business.

## **SECTION 2. PURCHASE PRICE, PAYMENT TERMS**

2.1 At the Closing, Purchaser shall deliver to Seller a payment in cash or readily available funds equal to the Purchase Price, where the Purchase Price is equal to \$100.00.

## **SECTION 3. CLOSING; EFFECTIVE DATE**

3.1 Closing. The sale shall be closed concurrently with the signing of this Agreement and shall take place on March 8, 2017 or at such other date as the parties may otherwise mutually agree (the "Closing").

3.2 Effective Date. The effective date of this Agreement, regardless of the date of the closing shall be January 1, 2017.

## **SECTION 4. SELLER'S CLOSING DOCUMENTS**

4.1 Upon the Closing of this sale, the Seller shall execute and deliver to the Purchaser the following documents:

4.1.1 Bill of Sale. Seller will execute, acknowledge, and deliver to the Purchaser a bill in the form attached hereto as Exhibit C.

## **SECTION 5. PURCHASER'S REPRESENTATIONS AND WARRANTIES**

5.1 Purchaser represents and warrants to Seller that:

5.1.1 Status of the Limited Liability Company. Purchaser is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Georgia.

5.1.2 Authority. Purchaser possesses all requisite corporate power and authority to carry out the transactions contemplated by this Agreement.

## **SECTION 6. SELLER'S REPRESENTATIONS AND WARRANTIES**

6.1 The Seller represents and warrants to the Purchaser that:

6.1.1 Status of Limited Liability Company. Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Georgia.

**6.1.2 Authority.** Seller possesses all requisite corporate power and authority and all licenses, permits and authorizations necessary to own and operate the Business and to carry out the transactions contemplated by this Agreement.

**6.1.3 Warrants and Options.** At Closing there will be no outstanding warrants, options, rights, calls, or commitments of any kind relating to the issuance of any membership interest in Seller or any presently effective agreements or understandings with respect to the voting or transfer of any units of Seller, whether issued or unissued.

**6.1.4 Liabilities.** To the best of Seller's knowledge, unless expressly stated herein, Seller does not have any material liabilities or obligations of any kind whether accrued, absolute, contingent, or otherwise, whether or not such liabilities or obligations would have been required to be disclosed on a balance sheet prepared in accordance with generally accepted accounting principles.

**6.1.5 Assets.** The Seller has good and marketable title to all of the Assets free and clear of all claims and encumbrances, except any liens for taxes not yet due and payable.

**6.1.6 Personal Property.** Section 1.1 of this Agreement, and the exhibits referenced therein, correctly and completely list and identify the tangible and intangible business personal property of the Seller being transferred to Purchaser as of the Closing, no part of which has been or will otherwise be sold, transferred or otherwise disposed of by the Seller.

**6.1.7 Compliance with Law.** To the best of the knowledge and belief of the Seller, the Seller is not in violation of any applicable law, ordinance, regulation, order, or requirement relating to its operations.

**6.1.8 Actions and Suits.** To the best of Seller's knowledge, there are no actions, suits, or proceedings pending against or affecting the Seller at law or equity or before or by any federal, state, municipal, or other governmental or nongovernmental department, commission, board, bureau, agency, or instrumentality that can be reasonably be expected to result in any material adverse change in the Assets or in its condition, financial or otherwise.

**6.1.9 Obligations and Contracts.** The Seller is not in default in the payment of any of its obligations and is not in breach of the performance of any contract to which it is a party. To the best of Seller's knowledge, the Seller has no obligation or liability (whether accrued, absolute, contingent, unliquidated or otherwise known to Seller, whether due or to become due and regardless of when asserted), arising out of transactions entered into at or prior to the Closing, or any action or inaction at or prior to the Closing, or any state of facts existing at prior to the Closing other than liabilities and obligations expressly disclosed in this Agreement. Except as specifically provided herein, the parties reaffirm that Purchaser is not assuming any of the Seller's liabilities. In addition, neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated herein will violate any contract, agreement, understanding, lease or plan to which Seller is a party, or result in a default under, or cause the acceleration or maturity of, any obligation or loan to which the Seller is a party or violate any provisions of the Articles of Organization or the Operating Agreement of the Seller.

**6.1.10 Brokers.** Neither party has engaged a broker in connection with the transactions contemplated herein.

**6.1.11 Completeness of Disclosures.** Neither this agreement nor any certificate, exhibit, or other instrument furnished by the Seller or its members to the Purchaser under this agreement

or in connection with this sale, to the best of the knowledge and belief of the Seller or its members, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements not misleading. There is no fact which materially adversely affect, the business, operations, or condition (financial or otherwise) of the Seller which has not been set forth in this agreement or any exhibit to this agreement.

#### **SECTION 7. SURVIVAL OF WARRANTIES AND REPRESENTATIONS**

The representations, covenants and warranties stated in this Agreement are the exclusive representations, covenants, and warranties of the parties. There are no other representations, covenants, and warranties. No representation, covenant, or warranty contained in this Agreement shall be waived except by writing signed by the party or parties to whom such representation, covenant or warranty is directed. All warranties and representations made in this agreement shall survive the Closing of this sale, except that any party to whom a representation or warranty has been made in this agreement shall be deemed to have waived any misrepresentation or breach of representation or warranty of which such party had knowledge before Closing.

#### **SECTION 8. INDEMNITY FROM PURCHASER**

Purchaser shall indemnify the Seller and shall hold the Seller harmless from all loss, cost, damage, or expense, including reasonable attorneys' fees, arising from any liability (whether in contract, tort, at law, equity, or otherwise) or obligation relating in any way to Seller's conduct of the Business following the Effective Date.

#### **SECTION 9. INDEMNITY FROM SELLER**

**9.1 Obligation to Indemnify.** The Seller shall indemnify the Purchaser and shall hold the Purchaser harmless from all loss, cost, damage, or expense, including attorneys' fees arising from:

**9.1.1 Intellectual Property.** Seller agrees to indemnify, defend and hold harmless Purchaser and its members, managers, employees, agents and assignees, from any and all claims, actions, liabilities, losses, damages, costs and expenses (including, but not limited to, attorneys' fees) to the extent based on: infringement or claim of infringement of any patent, copyright, trademark, trade secret or other third party intellectual property right or contractual right based on Seller's use of any of the Assets.

**9.1.2 Taxes.** Any federal, state, or local tax liabilities, including penalties and assessments, of Seller or assessed in connection with the Transferred Assets.

**9.1.3 Representations and Warranties.** Any misrepresentation, breach of warranty, or default in any obligation on the part of the Seller under this Agreement.

**9.1.4 Settlement.** The Purchaser shall have full power and authority to take any and all action with respect to proceedings relating to any liability, claim, or tax of the Seller that are subject to this indemnification obligation, including the right to appeal, settle, compromise, or dispose of any such proceedings in the name of the Seller. The Seller's obligation to indemnify the Purchaser shall be subject to the condition that the Purchaser gives written notice to the Seller promptly upon being informed of any such liability, claim, or tax and allow the Seller, or its designated representatives, to fully participate in the determination, settlement, or defense of any such liability, claim, or tax.

**SECTION 10. TRANSFERABILITY**

Prior to the closing of this sale, the Seller shall not assign or transfer any interest of the Seller under this Agreement.

**SECTION 11. TRANSACTION FEES**

Seller and Purchaser agree that each shall be solely liable for its own legal expenses incurred in consummating the transactions contemplated herein, and each agrees and acknowledges that such transactions have been negotiated at arm's length, without duress, and with the advice of counsel for each respective party.

**SECTION 12. MISCELLANEOUS PROVISIONS**

**12.1 Entire Agreement.** This Agreement supersedes all prior discussions and agreements between all or any of the parties hereto and this Agreement contains the sole and entire agreement between the parties with respect to the matters covered hereby. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

**12.2 Governing Law.** The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without effect to its conflict of laws. Venue shall be proper in any court of competent jurisdiction sitting in or serving Hall County, Georgia, which shall not be deemed an inconvenient forum for either party, and no action shall be commenced in any other venue.

**12.3 Partial Invalidity.** All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not under this Agreement be illegal, invalid or unenforceable. If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms hereof shall constitute their Agreement with respect to the subject matter hereof and all such remaining terms shall remain in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Agreement shall be replaced by a valid provision, which will implement the commercial purposes of the illegal, invalid or unenforceable provision.

**12.4 No Waiver.** No failure on the part of any party hereto to exercise, and no delay in exercising, any right, power or remedy hereof shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by any such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition which this Agreement requires to be performed or observed shall constitute a waiver of or consent to any succeeding breach of or default of the same or any other term or condition hereof.

**12.5 Headings.** The headings as to contents of particular sections are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation on the scope of any of the terms or provisions of this Agreement.

**12.6 Successors, Heirs, Assigns.** Except as otherwise provided herein to the contrary, this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and the Corporations, and their respective heirs, legal representatives, successors and assigns.


12.7 Notices. All notices, requests, demands, payments, tenders, offers and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or if mailed first class, certified mail, postage prepaid to the parties at their addresses first written above. Either party may change the address for notice of such party by written notice to the other.

12.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one of the same instrument.

12.9 Electronic Signatures. The delivery of the executed Agreement by facsimile or email shall have the same force and effect as delivery of original signatures, and each party may use such electronically transmitted signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed under seal as of the day and year first above written.

SELLER  
VOICENATION, LLC

By:   
Graham Taylor, Authorized Member

PURCHASER  
SIMPLYONE, LLC


By:   
Ellis J. Reeder, Manager

Exhibit A

TRANSFERRED ASSETS

Purchaser and Seller intend that certain assets of Seller used on connection with the Business shall be sold, delivered, and transferred hereunder unless expressly excluded by this Agreement; provided, however, that, without limiting the generality of the foregoing, the following items shall be expressly included among the Transferred Assets:

1. Intangible Assets

- a. Trademarks / Service Marks (Not fully developed and ready for commercialization)
  - i. NextPBX
  - ii. SimplyONE
- b. Domain Names (Not fully developed and ready for commercialization)
  - i. 800voicemailstore.com
  - ii. Nextpbx.com
  - iii. Younextpbx.com
  - iv. Younextpbx.net
  - v. Younextpbx.org
  - vi. Everyvoicemail.com
- c. Any and all ownership and/or licensed rights to the intellectual property contained within or associated with the website maintained on the above-listed domains.
- d. Any and all software owned or developed by Transferor with respect to or used under the tradenames NetPBX and/or SimplyOne, including all source code and object code for such software.

2. Agreements and/or Contracts

- a. All agreements with respect to the registration and maintenance of the web domains listed above.



Exhibit B

Purchaser and Seller intend, that without limiting the generality of the Excluded Assets as set forth in Section 1.2 of the Agreement, the following items shall be expressly EXCLUDED from the Transferred Assets:

1. All liabilities of Seller;
2. All tax obligations of Seller;
3. All employment obligations of Seller, including, but not limited to, any obligations for unpaid wages, overtime, vacation, sick leave, or other benefits; and
4. All Seller's contractual obligations not expressly assumed by Purchaser.

Exhibit C  
BILL OF SALE

STATE OF GEORGIA  
COUNTY OF HALL

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of mutual promises, covenants and conditions and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the foregoing being those set forth in that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated March 8, 2017, by and among SIMPLYONE, LLC, a Georgia limited liability company (hereafter "Purchaser"); and VOICENATION, LLC, a Georgia limited liability company (hereafter "Seller"), Seller hereby bargains, sells, transfers, assigns and delivers to Purchaser and its successors and assigns the assets set forth more fully in the Asset Purchase Agreement (collectively, the "Purchased Assets").

Sellers are delivering the Purchased Assets to Purchaser free and clear of any and all liens, claims and encumbrances of any kind. Defined terms used but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

TO HAVE AND TO HOLD the Purchased Assets unto Purchaser and its successors and assigns, to their proper use and benefit forever, and Seller shall warrant and defend the right and title to the Purchased Assets unto Purchaser against the claims of all persons whomsoever.

Except as disclosed in the Asset Purchase Agreement, Seller represents and warrants that Seller is the lawful owner of all right, title and interest in and to the Purchased Assets, and that Seller holds title to the Purchased Assets free and clear of any and all liens, claims and encumbrances of any kind. Seller further warrants that the furniture, fixtures and equipment that constitute the Purchased Assets are in good working order as of the date hereof.


Seller, for itself and its successors and assigns, hereby constitutes and appoints Purchaser and its successors and assigns as its true and lawful attorney-in-fact, with full powers of substitution and resubstitution, in the name and stead of Seller but on behalf and for the benefit of Purchaser and its successors and assigns, to demand and receive any and all of the Purchased Assets and to give receipts and releases for and in respect of the Purchased Assets and any part thereof, and from time to time to institute and prosecute in the name of Seller or otherwise, for the benefit of Purchaser and its successors and assigns, any and all proceedings at law or in equity or otherwise which Purchaser, or its successors or assigns, may deem proper for the collection and endorsement of any right hereby granted, bargained, sold, transferred, assigned or delivered, and, in general, to do all acts and things in relation to the Purchased Assets which Purchaser or its successors and assigns shall deem desirable, hereby declaring that the foregoing rights and powers are coupled with an interest and shall be irrevocable by Seller, its successors and assigns, in any manner or for any purpose or cause whatsoever. The power granted to Purchaser pursuant to this power of attorney is expressly limited to acts authorized herein or in the Asset Purchase Agreement with respect to the Purchased Assets, and shall not be construed to authorize, permit or license

Purchaser to take any action or in any way bind or represent the Seller in any transaction or relation not concerning the Purchased Assets and not authorized herein or in the Asset Purchase Agreement.

At any time and from time to time after the date hereof, at the request of Purchaser, and without further consideration, Seller shall execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation and take such other action as Purchaser may reasonably request as necessary or desirable in order to more effectively transfer, convey and assign to Purchaser, and to confirm Purchaser's title to, all of the Transferred Assets, and to put Purchaser in actual possession and operating control thereof.

IN WITNESS WHEREOF, Sellers have caused this Bill of Sale to be duly executed with authority as March 8, 2017.

SELLER  
VOICENATION, LLC

By:   
Graham Taylor, Authorized Member

PURCHASER  
SIMPLYONE, LLC

By:   
Ellis J. Reeder, Manager