

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552289

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thing, Inc.		09/25/2019	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	thinQ Technologies, Inc.		
Street Address:	5420 Wade Park Boulevard, Suite 100		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27607		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4965216	THINQ	
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:	704-377-8105		
Email:	lbarnes@robinsonbradshaw.com		
Correspondent Name:	Lani Barnes Baxter, Robinson Bradshaw		
Address Line 1:	101 North Tryon Street, Suite 1900		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Lani Barnes Baxter		
SIGNATURE:	/Lani Barnes Baxter/		
DATE SIGNED:	12/06/2019		
Total Attachments: 4			
source=ThinQ Trademark Assigment (EXECUTED#page1.tif			
source=ThinQ Trademark Assigment (EXECUTED#page2.tif			
source=ThinQ Trademark Assigment (EXECUTED#page3.tif			
source=ThinQ Trademark Assigment (EXECUTED#page4.tif			

CH \$40.00 4965216

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is entered into as of September 25, 2018 (the “Effective Date”) between Thing, Inc., a North Carolina corporation (the “Assignor”), and thinQ Technologies, Inc., a Delaware corporation (the “Assignee”).

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement dated on or about the date hereof (the “Purchase Agreement”), providing for, among other things, the assignment by the Assignor to Assignee of the trademarks listed on the attached Schedule A, including any and all common law rights and any registrations or applications pertaining thereto together with any prospective rights to register the marks anywhere in the world and the goodwill symbolized by such marks (collectively, the “Marks”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto hereby agree as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor’s right, title and interest in and to the Marks; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing after the Effective Date with respect to the Marks, for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives.

2. The Assignor shall provide to the Assignee commercially reasonable cooperation and assistance at the Assignee’s request, without charge but at the Assignee’s expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks, (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein, (c) in obtaining any additional trademark protection for the Marks that the Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all countries foreign to the United States of America and (d) for the implementation or perfection of the provisions of this Assignment.

3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, personal representatives, successors and assigns.

4. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflicts of laws rules or provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of a jurisdiction other than the State of Delaware.

5. This Assignment may be executed and delivered (including by facsimile transmission) in two or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this Trademark Assignment as of the date first written above.

ASSIGNOR:

THINQ, INC.

DocuSigned by:
Aaron Leon
By: _____
Name: Aaron Leon
Title: CEO

ASSIGNEE:

THINQ TECHNOLOGIES, INC.

By: _____
Name: Dominic Ang
Title: President

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this Trademark Assignment as of the date first written above.

ASSIGNOR:

THINQ, INC.

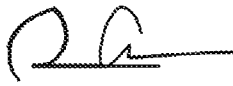
By: _____

Name: Aaron Leon

Title: CEO

ASSIGNEE:

THINQ TECHNOLOGIES, INC.

By:  _____

Name: Dominic Ang

Title: President

SCHEDULE A

App. No.	Trademark Description	Reg. No.	Goods	Filing Date/ Issue Date
86333520	THINQ	4965216	<p>IC 038: Voice over Internet protocol (VOIP) services, namely, providing VoIP termination and wholesale VoIP to telecommunications carriers; Telecommunication services, namely, the handing off or routing of telephone calls from one carrier or provider to another, and the transporting via the Internet of calls that originate in the public switched telephone network (PTSN) to their destinations; Telecommunication services, namely, cloud-based telephone services.</p> <p>IC 042: Software as a service (SAAS) services featuring software that provides Voice over Internet protocol (VOIP) services; Software as a service (SAAS) featuring software for use in VOIP communication services; Software as a service (SAAS) featuring cloud computing software for use in voice and call processing, namely, for the operation and management of local and long distance telephone services; providing temporary use of on-line non-downloadable cloud computing software for use in the electronic storage and backup of data for VoIP communication services</p>	Jul 10, 2014 May 24, 2016