900563118 08/07/2020

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM590902

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900547344

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Devicescape Software, Inc.		04/22/2019	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Devicescape Holdings, Inc.	
Street Address:	1185 Avenue of the Americas	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10036	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3252316	DEVICESCAPE
Registration Number:	4578755	DEVICE SCAPE
Registration Number:	4601418	POPWIFI
Registration Number:	4648162	POPWIFI
Registration Number:	4523639	CURATOR

CORRESPONDENCE DATA

Fax Number:

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: 804 775 1846

Email: edavenport@mcguirewoods.com

Correspondent Name: Stephanie Martinez, McGuireWoods LLP

Address Line 1: 800 East Canal Street

Address Line 2: Gateway Plaza

Address Line 4: Richmond, VIRGINIA 23219-3916

NAME OF SUBMITTER: Stephanie Martinez	
SIGNATURE:	/Stephanie Martinez/
DATE SIGNED:	08/07/2020

TRADEMARK 900563118 REEL: 007011 FRAME: 0252

Total Attachments: 4

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), dated as of April 22, 2019, is entered into between Devicescape Software, Inc., a California corporation ("Seller"), Devicescape Holdings, Inc., a Delaware corporation ("Buyer").

RECITALS

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, the rights of Seller to the Purchased Assets (as defined herein), subject to the terms and conditions set forth herein;



NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interest in the assets set forth on Section 1.01 of the disclosure schedules ("Disclosure Schedules") attached hereto (the "Purchased Assets"), free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("Encumbrance").



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Section 3.10 Intellectual Property.

(a) "Intellectual Property" means any and all of the following in any jurisdiction throughout the world: (i) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; (v) websites and internet domain name registrations; and (vi) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing).

, I	es hereto have caused this Agreement to be executed as espective officers thereunto duly authorized.
	DEVICESCAPE SOFTWARE, INC.
	Name: Dave Fraser
	Title: CEO
	DEVICESCAPE HOLDINGS, INC.
	By
	Name:
	Title:
ACKNOWLEDGED AND AGREI	$\mathbf{E}\mathbf{D}$
(with respect to Sections 1.03, 2.02(b	b)(i), (b)(ii) and (b)(iii), 4.03, 4.04, 4.05,4.06 and 4.07):
PARETEUM CORPORATION	
Ву	

Name: Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

DEVICESCAPE SOFTWARE, INC.

By_____

Name: Dave Fraser

Title: CEO

DEVICESCAPE HOLDINGS, INC.

Name: Denis McCarthy

Title: President

ACKNOWLEDGED AND AGREED

(with respect to Sections 1.03, 2.02(b)(i), (b)(ii) and (b)(iii), 4.03, 4.04, 4.05, 4.06 and 4.07):

PARETEUM CORPORATION

Name: Robert H Turner

RECORDED: 05/01/2020

Title: Principal Executive Officer & Executive Chairman

Signature Page to Asset Purchase Agreement

TRADEMARK REEL: 007011 FRAME: 0257