

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590902

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|---|--|-----------------------|-------------------------|
| 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 | DEVICEMAP | |
| Registration Number: | 4578755 | DEVICE MAP | |
| Registration Number: | 4601418 | POPWIFI | |
| Registration Number: | 4648162 | POPWIFI | |
| Registration Number: | 4523639 | CURATOR | |
| 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: | 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 | | |

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;

[REDACTED]

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**").

[REDACTED]

[REDACTED]

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.

By _____

Name:

Title:

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

By _____

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.

By  _____

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

By  _____

Name: Robert H Turner

Title: Principal Executive Officer & Executive Chairman

Signature Page to Asset Purchase Agreement