

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM614126

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	11/17/2020

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ActiveServe, Inc.		12/03/2020	Corporation: FLORIDA

## RECEIVING PARTY DATA

<b>Name:</b>	T3 Communications, Inc.
<b>Street Address:</b>	825 W. Bitters, Ste 104
<b>City:</b>	San Antonio
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78216
<b>Entity Type:</b>	Corporation: FLORIDA

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4070603	ACTIVEPBX
Registration Number:	4439238	ACTIVEIVR
Registration Number:	4439241	DUALPBX
Registration Number:	4461948	ACTIVEPBX PHONE SYSTEMS EVOLVED
Registration Number:	4711365	ACTIVEPBX
Registration Number:	4757055	ACTIVEDIAL
Registration Number:	4773602	ACTIVEDIALER
Registration Number:	4875459	ACTIVECRM
Registration Number:	5266962	ACTIVEUC
Registration Number:	5267493	ACTIVECONFERENCE

## 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: 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

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Lani Barnes Baxter
<b>SIGNATURE:</b>	/Lani Barnes Baxter/
<b>DATE SIGNED:</b>	12/14/2020
<b>Total Attachments: 2</b> source=T3 Communications Assignment - ActiveServe - Executed#page1.tif source=T3 Communications Assignment - ActiveServe - Executed#page2.tif	

## TRADEMARK ASSIGNMENT

(Nunc Pro Tunc)

This Trademark Assignment ("Assignment") is by and among **ActiveServe, Inc.**, a Florida corporation ("Assignor") and **T3 Communications, Inc.**, a Florida corporation ("Assignee").

**WHEREAS**, Assignor is the sole owner of the trademark registrations set forth on the attached Schedule A, as well as all of the goodwill of the business symbolized thereby and associated therewith (the "Trademarks");

**WHEREAS**, Assignor and Assignee are parties to an Asset Purchase Agreement ("Purchase Agreement"), dated as of November 17, 2020, pursuant to which Assignor assigned to Assignee certain intellectual property rights of Assignor, including the Trademarks; and

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns, transfers, conveys and delivers to the Assignee *nunc pro tunc*, effective as of November 17, 2020, and Assignee hereby accepts the assignment, transfer, conveyance and delivery of, all right, title and interest Assignor has in and to the Trademarks, including but not limited to, all goodwill owned by Assignor connected with the use of, or symbolized by, the Trademarks, and to the extent held by Assignor, the right to bring, make, oppose, defend and appeal, proceedings, claims or action in respect of any infringement, misappropriation or any other cause of action (including but not limited to passing off) arising from ownership of any of the Trademarks, whether occurring prior to, on or after the date of the IP Assignment and the right to all remedies recovered in accordance therewith (including but not limited to the right to collect and retain any damages recovered and to all other remedies in accordance with such proceedings, claims or actions; as well as all other common law rights and goodwill associated with the Trademarks and symbolized thereby.

Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments and assignments, and to perform other reasonable acts the Assignee may require in order to vest all Assignor's right, title and interest in and to the Trademarks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of such Assignor.

**IN WITNESS WHEREOF**, the undersigned has executed this Assignment as of the 3rd day of December, 2020.




**ActiveServe, Inc.**

By: 

Name: Alex Gonzalez

Title: CEO

Schedule A  
Trademarks

Mark	App. No./ Filing Date	Reg. No./ Reg. Date
<b>ActivePBX</b> 	85315597 05/09/2011	4070603 12/13/2011
<b>ActiveIVR</b>	85878930 03/18/2013	4439238 11/26/2013
<b>DualPBX</b> 	85879114 03/18/2013	4439241 11/26/2013
<b>ActivePBX</b> 	85932787 05/15/2013	4461948 01/07/2014
ACTIVEPBX	86347344 07/24/2014	4711365 03/31/2015
ACTIVEDIAL	86211744 03/05/2014	4757055 06/15/2015
ACTIVEDIALER	86129081 11/26/2013	4773602 07/14/2015
ACTIVECRM	86404717 09/24/2014	4875459 12/22/2015
ACTIVEUC	86933625 04/04/2016	5266962 08/15/2017
ACTIVECONFERENCE	87119707 07/28/2016	5267493 0/15/2017

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