

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM653072

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900604548		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Preferred Business Solutions Incorporated		03/19/2021	Corporation: NEW MEXICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Slappey Communications, LLC		
<b>Street Address:</b>	5700 Granite Parkway, Granite Parkway II		
<b>Internal Address:</b>	Suite 435		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75024		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77919115	OUR INDEPENDENCE IS YOUR ADVANTAGE	
<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>	12149224135		
<b>Email:</b>	rcain@hallettperrin.com		
<b>Correspondent Name:</b>	Ralea Cain		
<b>Address Line 1:</b>	1445 Ross Avenue		
<b>Address Line 4:</b>	Dallas, TEXAS 75202		
<b>NAME OF SUBMITTER:</b>	President		
<b>SIGNATURE:</b>	/David J. Hook/		
<b>DATE SIGNED:</b>	06/10/2021		
<b>Total Attachments: 6</b>			
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source=6. Assignment of Trademark#page2.tif			
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## ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (this “*Assignment*”) is made and entered into as of March 22, 2021, by and between **Preferred Business Solutions Incorporated**, a New Mexico corporation (“*Assignor*”), and **Slaphey Communications, LLC**, a Texas limited liability company (“*Assignee*”).

### RECITALS:

A. Assignor owns the entire right, title and interest in and to the registered trademark more particularly identified on Schedule A attached hereto and incorporated by reference herein (the “*Trademark*”).

B. Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all right, title and interest of Assignor in and to the Trademark pursuant to that certain Asset Purchase Agreement dated as of March 18, 2021 by and between Assignor and Assignee, among others (the “*Purchase Agreement*”).

C. Assignor and Assignee are executing and delivering this Assignment in connection with and as a condition to the consummation of the transactions contemplated by the Purchase Agreement.

### AGREEMENT:

Now, therefore, in consideration of the premises and of the mutual promises, covenants and agreements set forth in this Assignment and in the Purchase Agreement, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

1. Assignment. If and to the extent not previously conveyed by the Purchase Agreement or the Bill of Sale, Assignment and Assumption Agreement executed and delivered in connection therewith, by this Assignment, Assignor conveys, assigns, transfers and delivers to Assignee, and Assignee accepts and acquires from Assignor, Assignor’s entire and undivided right, title and interest in and to the Trademark, together with all the associated goodwill of its business symbolized by the Trademark, and all applications and registrations of the Trademark, and any and all existing marketing, services, and other operating manuals, memoranda, guidelines and other standards or instructions related to the Trademark, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, including infringement of the Trademark, or other violations, or injury to the said goodwill, and the right to sue for and recover the same in Assignee’s own name and the names of Assignee’s successors, assigns or other legal representatives.

2. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

2. Registration. Assignor authorizes and requests that the Commissioner of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks to record Assignee as the owner of the Trademark and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademark.

3. No Conflict. This Assignment is subject to the terms and conditions of the Purchase Agreement, and nothing contained herein shall be deemed to modify, alter or amend the terms and conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement will govern.

4. Governing Laws. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas applicable to a contract executed and performed in such State without giving effect to the conflicts of law principles thereof.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Assignor, Assignee, and their respective successors and permitted assigns.

6. Amendment, Waiver and Termination. This Assignment cannot be amended, waived or terminated except by a writing signed by Assignor and Assignee.

7. Attorney in Fact. Assignor hereby constitutes and appoints Assignee as the true and lawful attorney in fact of Assignor, with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the benefit of Assignee: (a) to demand and receive from time to time any and all of the assets or rights conveyed in by this Assignment and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (b) to institute, prosecute, compromise and settle any and all actions or proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the assets and rights conveyed by this Assignment; (c) to defend or compromise any or all actions or proceedings in respect of any of the assets and rights conveyed by this Assignment; and (d) to do all such acts and things in relation to the matters set forth in the preceding clauses (a) through (c) as Assignee deems desirable. Assignor acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

8. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Assignor and Assignee need not execute the same counterpart. This Assignment shall be effective upon delivery of original signature pages or facsimile copies (or copies transmitted by portable data format (pdf) file) thereof executed by Assignor and Assignee.

*(Signature pages follow.)*

Assignor has caused its duly authorized representative to execute this Assignment as of the 19th day of March, 2021 but it is effective for all purposes as of the Effective Date.

**ASSIGNOR:**

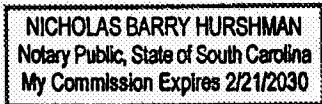
PREFERRED BUSINESS SOLUTIONS INCORPORATED,  
a New Mexico corporation

By: Stephen Cimelli  
Name: Stephen Cimelli  
Title: President

STATE OF S. Carolina )  
  )  
COUNTY OF Charleston )

On this 17<sup>th</sup> day of March, 2021, before me personally appeared Stephen Cimelli, known to me ( or satisfactorily proven) to be the person whose name is subscribed to this Assignment, and acknowledged that he, as the duly authorized President of Preferred Business Solutions Incorporated, a New Mexico corporation, executed the same for the uses and purposes therein set forth.

SEAL



Notary Public:

Hurshman

My commission expires:

2/21/2030

Assignee has caused its duly authorized representative to execute this Assignment as of the date written above.

ASSIGNEE:

SLAPPEY COMMUNICATIONS, LLC,  
a Texas limited liability company

By: *[Signature]*

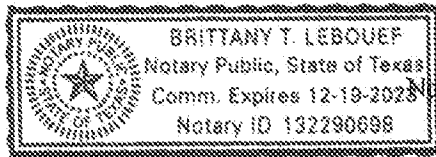
Name: David J. Hook

Title: President

STATE OF TEXAS                    )  
  )  
COUNTY OF DALLAS                )

On this \_\_\_\_\_ day of March, 2021, before me personally appeared David J. Hook, known to me (or satisfactorily proven) to be the person whose name is subscribed to this Assignment, and acknowledged that he, as the duly authorized President of Slaphey Communications, LLC, a Texas limited liability company, executed the same for the uses and purposes therein set forth.

SEAL



*[Signature]*  
Notary Public

My commission expires:

12/19/2023

**SCHEDULE A**  
**TRADEMARK**

<b>Trademark:</b>	<b>Jurisdiction:</b>	<b>Registration Date:</b>	<b>Serial No. / Registration No.:</b>
Our Independence is Your Advantage	US	January 25, 2010	77919115



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

May 11, 2021

PTAS

RALEA CAIN  
1445 ROSS AVENUE  
DALLAS, TX 75202



900604548

United States Patent and Trademark Office  
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. There is a discrepancy with the execution date. The cover sheet has 03/22/2021 on the cover sheet; however, the document has 03/19/2021 on the document.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Thursday, June 10, 2021**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

**Document ID: 900604548**  
**Access Code: OVVY286YDIDQ4KK**

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

ANN ZIEGLER  
ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION