

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teli Communications LLC		04/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Teli Technologies, LLC		
Street Address:	5420 Wade Park Blvd.		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27607		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88926622	TELI	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	415-773-5818		
Email:	lpartmann@orrick.com		
Correspondent Name:	Max Hyatt		
Address Line 1:	405 Howard Street		
Address Line 2:	ORRICK, HERRINGTON & SUTCLIFFE LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	45580.14		
NAME OF SUBMITTER:	Max Hyatt		
SIGNATURE:	/Max Hyatt/		
DATE SIGNED:	07/22/2021		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of April 30, 2021 (the "Effective Date"), is made by the undersigned assignor with the principal address set forth on the signature page hereto (each, an "Assignor"), for the benefit of Teli Technologies, LLC, a Delaware limited liability company with a principal address at 5420 Wade park Blvd, Raleigh, NC 27607 ("Assignee").

WHEREAS, Assignor is the current owner of the trademarks, trademark registrations and trademark applications identified on Annex 1 attached hereto (collectively, the "Trademarks").

WHEREAS, concurrently with the execution of this Agreement, Assignor as seller, Assignee as buyer, along with certain parties thereto, are entering into an Asset Purchase Agreement ("Purchase Agreement"), pursuant to which, among other things, Assignor is agreeing to sell, convey, assign, transfer, and deliver to Assignee, and Assignee is agreeing to purchase and acquire from Assignor, all of Assignor's right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby transfers, sells, assigns, and conveys unto Assignee all rights, title and interest for all countries in and to the Trademarks, including all common law rights therein and all applications to register and registrations thereof and the good will that they represent, and all right, title and interest thereto, on a world-wide basis, as well as the right to sue and collect damages in Assignee's own name for any and all past, present or future infringement, dilution, or other injury to the goodwill thereof.

2. To the extent necessary, Assignor agrees that Assignee may file this Assignment with the United States Patent and Trademark Office and other appropriate governmental offices for purposes of confirming the assignment of the Trademarks from Assignor to Assignee.

3. Assignor agrees to execute and deliver to Assignee such instruments of transfer and other documents as Assignee may request that are reasonably necessary to effect the purposes of this Assignment.

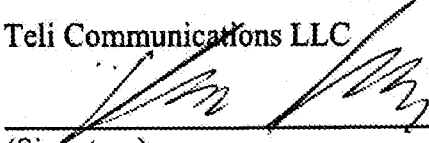
4. Nothing herein contained shall itself change, amend, extend, or alter (nor shall it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, this assignment has been duly executed and delivered as of the date first written above.

ASSIGNOR:

Teli Communications LLC




(Signature)

By: August Christopher Hall
Its: President and Chief Executive Officer

Address: 13275 E. Fremont Place
Suite 240
Centennial, CO 80112

Annex 1

Trademarks

Trademark	Status	USA	Owner	App Date	Reg Date	App No.
	LIVE/APPLICATION/Under Examination Examiner's amendment issued 4/8/2021; publication process and opposition period pending		Tel Communications LLC	June 6, 2020		88926622

TRADEMARK

REEL: 007362 FRAME: 0548

RECORDED: 07/22/2021