

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451529

| | | | |
|---|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Quonix Networks, Inc. | | 11/15/2017 | Corporation: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | Quonix, Inc. | | |
| Street Address: | 2401 Locust Street | | |
| City: | Philadelphia | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 19103 | | |
| Entity Type: | Corporation: PENNSYLVANIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4153938 | QUONIX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6106401965 | | |
| <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: | 610-640-5800 | | |
| Email: | trademarks@stradley.com | | |
| Correspondent Name: | Kevin R. Casey | | |
| Address Line 1: | 30 Valley Stream Parkway | | |
| Address Line 4: | Malvern, PENNSYLVANIA 19355 | | |
| NAME OF SUBMITTER: | Elizabeth M. O'Donoghue | | |
| SIGNATURE: | /elizabeth m. o'donoghue/ | | |
| DATE SIGNED: | 11/20/2017 | | |
| Total Attachments: 3 | | | |
| source=Assignment Quonix Netowrks to Quonix Inc#page1.tif | | | |
| source=Assignment Quonix Netowrks to Quonix Inc#page2.tif | | | |
| source=Assignment Quonix Netowrks to Quonix Inc#page3.tif | | | |

CH \$40.00 4153938

SERVICE MARK ASSIGNMENT

This SERVICE MARK ASSIGNMENT (this "Assignment") is made as of the 15 day of November, 2017 by Quonix Networks, Inc., a Pennsylvania corporation with its principal place of business at P.O. Box 60607, King of Prussia, Pennsylvania 19406 or 154 Nancy's Lane, King of Prussia, PA 19406 ("Assignor"), to Quonix, Inc., a Pennsylvania corporation with its principal place of business at 2401 Locust Street, Philadelphia, PA 19103 ("Assignee").

WHEREAS, Assignor is the sole owner of the Transferred Service Mark identified and set forth on Schedule A;

WHEREAS, Assignor has agreed to sell, assign, transfer, convey, grant, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the Transferred Service Mark; and

WHEREAS, Assignee has agreed to purchase from Assignor all of its right, title, and interest in, to, and under the Transferred Service Mark.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in this document), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor hereby sells, assigns, transfers, conveys, grants, and delivers to Assignee all of Assignor's respective right, title, and interest in, to, and under the Transferred Service Mark, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, or payments due or payable as of the time of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Transferred Service Mark, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Director of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademarks Office to transfer all registrations and applications for the Transferred Service Mark to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Transferred Service Mark.

Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance, and transfer of the Transferred Service Mark hereunder.

This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed entirely within such Commonwealth, without regard to the conflicts of law principles of such Commonwealth.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. Each of the parties to this Agreement shall be entitled to rely upon a facsimile or Portable Document Format (PDF) counterpart of this Assignment executed by the other party with the same force and effect as if such facsimile or PDF is counterpart were the ink-signed original counterpart.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR

Dated: November 15, 2017

Quonix Networks, Inc.

By: _____

Name: John Von Essen

Title: CEO

ASSIGNEE

Dated: November 20, 2017

Quonix, Inc.

By: _____

Name: Dennis F. Zattin

Title: President

TRADEMARK

REEL: 006209 FRAME: 0542

SCHEDULE A

TRANSFERRED SERVICE MARK

U.S. Registration:

| Mark: | Goods/Services: | Serial No./ Filing Date: | Registration No./ Registration Date: |
|--------|---|--------------------------------|---|
| QUONIX | Computer co-location services, namely, providing facilities for the location of computer servers with the equipment of others, in International Class 42. | 85/444,849 October 11, 2011 | 4,153,938 June 5, 2012 |

3226344