

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434167

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/18/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Broadband, Inc.		12/18/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Global Telecom & Technology Americas, Inc.		
Street Address:	7900 Tysons One Place		
Internal Address:	Suite 1450		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22101		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2561540	AIRBAND	
Registration Number:	2732571	AIRBAND COMMUNICATIONS	
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:	617-570-1000		
Email:	AFeeney@Goodwinlaw.com		
Correspondent Name:	ALAN F FEENEY, ESQ		
Address Line 1:	100 Northern Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02210		
NAME OF SUBMITTER:	ALAN F FEENEY, ESQ		
SIGNATURE:	/alan f feeney/		
DATE SIGNED:	07/07/2017		
Total Attachments: 6			
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AGREEMENT AND PLAN OF MERGER

between

GLOBAL TELECOM & TECHNOLOGY AMERICAS, INC.
(a Virginia corporation),

and

AMERICAN BROADBAND, INC.
(a Delaware corporation)

Dated as of December 18, 2015

This **AGREEMENT AND PLAN OF MERGER** (this “*Agreement*”), dated as of December 18, 2015, is by and among Global Telecom & Technology Americas, Inc., a Virginia corporation (“*Parent*”), and AMERICAN BROADBAND, Inc., a Delaware corporation and a direct, wholly-owned subsidiary of Parent (“*Subsidiary*”).

RECITALS:

A. Parent and Subsidiary wish to provide for a merger (the “*Merger*”) of Subsidiary with and into Parent, upon the terms and subject to the conditions set forth in this Agreement, Section 252 of the Delaware General Corporation Law (the “*DGCL*”), and Section 13.1-716 of the Virginia Stock Corporation Act (the “*VSCA*”), with the end result that Subsidiary will be merged with and into Parent and Parent will be the surviving entity in the Merger.

B. The respective boards of directors of Parent and Subsidiary have approved this Agreement and declared it advisable.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained in this Agreement, the parties, intending to be legally bound, agree as follows:

ARTICLE I
THE MERGER

Section 1.1 The Merger. Subject to the terms and conditions of this Agreement, at the Effective Time, in accordance with this Agreement, the DGCL and the VSCA, Subsidiary shall be merged with and into Parent. At the Effective Time, the separate existence of Subsidiary shall

cease and Parent shall continue as the surviving corporation of the Merger (in this capacity, the “*Surviving Corporation*”).

Section 1.2 Effective Time of the Merger. The Merger shall become effective at the time (such time, the “*Effective Time*”) of the filing of articles of merger (in the form required by, and executed in accordance with, the relevant provisions of the DGCL and the VSCA) with the State Corporation Commission of the Commonwealth of Virginia in accordance with the VSCA (the “*Merger Filing*”), or such later time as may be specified in the articles of merger. The Merger Filing shall be made at a time mutually agreed to by the parties.

Section 1.3 Effects of the Merger. The Merger shall have the effects set forth in the applicable provisions of the DGCL and the VSCA. Without limiting the generality of the foregoing sentence, at the Effective Time, all the property, rights, privileges, powers and franchises, and all and every other interest, of Parent and Subsidiary shall vest in the Surviving Corporation, and all debts, liabilities and duties of Parent and Subsidiary shall become the debts, liabilities and duties of the Surviving Corporation.

ARTICLE II THE SURVIVING CORPORATION

Section 2.1 Articles of Incorporation of the Surviving Corporation. The articles of incorporation of Parent as in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Corporation after the Effective Time, until thereafter amended in accordance with the terms thereof and the VSCA.

Section 2.2 Bylaws of the Surviving Corporation. The bylaws of Parent as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation after the Effective Time until thereafter amended in accordance with the terms thereof and as provided by the articles of incorporation of the Surviving Corporation and the VSCA.

Section 2.3 Directors and Officers of the Surviving Corporation.

(a) From and after the Effective Time, the directors of the Surviving Corporation shall be the directors of Parent immediately prior to the Effective Time and shall serve in accordance with the articles of incorporation and bylaws of the Surviving Corporation and the VSCA until their respective successors are duly elected or appointed and qualified or until their earlier death, resignation or removal.

(b) From and after the Effective Time, the officers of the Surviving Corporation shall be the officers of Parent immediately prior to the Effective Time and shall serve in accordance with the bylaws of the Surviving Corporation and the VSCA until their respective successors are duly elected or appointed and qualified or until their earlier death, resignation or removal.

ARTICLE III
EFFECT OF THE MERGER ON EQUITY SECURITIES

Section 3.1 Conversion of Shares of Subsidiary. At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any capital stock of Parent or Subsidiary each share of Subsidiary outstanding immediately prior to the Effective Time automatically shall be cancelled and retired and shall cease to exist and no cash or other consideration shall be delivered or deliverable in exchange therefor.

Section 3.2 No Impact on Shares of Parent. At the Effective Time, by virtue of the Merger, there will be no change to any shares of capital stock of Parent.

Section 3.3 Additional Actions. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are reasonably necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of Subsidiary or Parent or otherwise to carry out this Agreement, the officers of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of Subsidiary or Parent, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of Subsidiary or Parent, all such other actions and things as may be reasonably necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

ARTICLE IV
GENERAL PROVISIONS

Section 4.1 Assignment, Successors. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Section 4.2 Amendment and Waiver. Neither this Agreement nor any provisions hereof shall be amended except by an instrument in writing signed by the party against whom such amendment is sought, and with the prior written consent of the equityholder of such party. No delay or omission in exercising, or failure to exercise, any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring.

Section 4.3 Termination. This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time (whether before or after the approval of the stockholder of Subsidiary entitled to vote thereon) only upon the mutual written consent of each of the boards of directors of the parties hereto.

Section 4.4 Severability. If any provision of this Agreement shall hereafter be held to be invalid, unenforceable or illegal, in whole or in part, in any jurisdiction under any circumstances for any reason: (a) such provision shall be reformed to the minimum extent necessary to cause such provision to be valid, enforceable and legal while preserving the intent of the parties as expressed in, and the benefits to such parties provided by, such provision; or (b) if such provision cannot be so reformed, such provision shall be severed from this Agreement and an equitable adjustment shall be made to this Agreement (including addition of necessary further provisions to this Agreement) so as to give effect to the intent as so expressed and the benefits so provided. Such holding shall not affect or impair the validity, enforceability or legality of such provision in any other jurisdiction or under any other circumstances. Neither such holding nor such reformation or severance shall affect or impair the legality, validity or enforceability of any other provision of this Agreement.

Section 4.5 Headings. The headings contained in this Agreement are for purposes of convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 4.6 Counterparts. This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Agreement shall become effective and be deemed to have been executed and delivered by each of the parties at such time as counterparts hereto shall have been executed and delivered by all of the parties, regardless of whether all of the parties have executed the same counterpart. Counterparts may be delivered via facsimile or other electronic transmission (including pdf) and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 4.7 Governing Law. THIS AGREEMENT, THE MERGER, ALL TRANSACTIONS CONTEMPLATED HEREBY, ALL RELATIONSHIPS HEREUNDER AND ALL DISPUTES AND PROCEEDINGS (IN CONTRACT, IN TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO ANY OF THE FOREGOING SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE; *PROVIDED, HOWEVER*, THAT THE ASPECTS OF THIS AGREEMENT WITH RESPECT TO THE EFFECT OF THE MERGER WITH RESPECT TO PARENT SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA.

Section 4.8 Third Party Beneficiaries. No person other than the Parent and Subsidiary is, is intended to be, or shall be a beneficiary of this Agreement, other than any permitted successors and assigns of the parties under Section 4.1 (who are intended third party beneficiaries of this Agreement).

Section 4.9 Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict

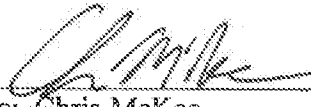
construction shall be applied against any party based on any claim that such party or counsel to such party drafted this Agreement. Unless otherwise expressly specified in this Agreement: (a) the words “hereof”, “hereby”, “herein” and “hereunder,” and correlative words, refer to this Agreement as a whole and not any particular provision; (b) the words “include”, “includes” and “including”, and correlative words, are deemed to be followed by the phrase “without limitation”; (c) the word “or” is not exclusive and is deemed to have the meaning “and/or”; (d) references in this Agreement to a “party” means Parent or Subsidiary and to the “parties” means Parent and Subsidiary; (e) references to a person shall include the successors and assigns thereof; and (f) references made in this Agreement to an Article or Section mean an Article or Section of this Agreement.

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IN WITNESS WHEREOF, Parent and Subsidiary have caused this Agreement to be signed by their respective officers as of the date first written above.

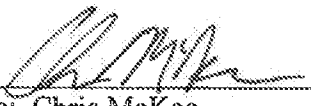
Parent:

GLOBAL TELECOM & TECHNOLOGY
AMERICAS, INC.

By: 
Name: Chris McKee
Title: Vice President and Secretary

SUBSIDIARY:

AMERICAN BROADBAND, INC.

By: 
Name: Chris McKee
Title: Vice President and Secretary

*Signature Page to Agreement and Plan of Merger
between
Global Telecom & Technology Americas, Inc.
and
American Broadband, Inc.*