

TOGUT, SEGAL & SEGAL LLP  
Frank A. Oswald  
Brian F. Moore  
Amy M. Oden  
One Penn Plaza, Suite 3335  
New York, New York 10119  
(212) 594-5000

*Counsel to the Debtors  
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

PARETEUM CORPORATION, *et al.*,  
  
Debtors.<sup>1</sup>

Chapter 11

Case No.: 22-10615 (LGB)

(Jointly Administered)

**NOTICE OF DESIGNATION BY CHANNEL VENTURES GROUP, LLC OF  
EXECUTORY CONTRACTS FOR ASSUMPTION AND ASSIGNMENT**

**PLEASE TAKE NOTICE** that on May 16, 2022, Pareteum Corporation and its chapter 11 affiliate debtors, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors") filed the *Motion of the Debtors for Entry of Orders (I)(A) Approving Bidding Procedures for Sales of the Debtors' Assets, (B) Approving Stalking Horse Bid Protections, (C) Scheduling Auction for and Hearing to Approve Sales of Debtors' Assets, (D) Approving Form and Manner of Notice of Sale, Auction, and Sale Hearing, (E) Approving Assumption and Assignment Procedures and Form and Manner of Notice of Assumption and Assignment; and (II)(A) Authorizing Sale of Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief [Docket No. 13] (the "Sale Motion")* pursuant to which the Debtors sought to (i) sell substantially all of their assets, (ii) obtain approval of the bidding procedures attached as Exhibit 1 to the proposed bidding procedures order, which, among other things, established Bidding Procedures for the sale of the Debtors' assets (the "Bidding Procedures"), and (iii) if Circles MVNE Pte. Ltd. ("Circles") and Channel Ventures Group LLC ("CVG") (collectively, the "Purchasers") were successful at the auction,

<sup>1</sup> The Debtors in the Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, if applicable, are: Pareteum Corporation (7538); Pareteum North America Corp. (f/k/a Elephant Talk North America Corp.) (9623); Devicescape Holdings, Inc. (2909); iPass, Inc. (4598); iPass IP LLC (2550); Pareteum Europe B.V.; Artidium Group Ltd. (f/k/a Artidium PLC); Pareteum Asia Pte. Ltd.; and Pareteum N.V. (f/k/a Artidium N.V.). The mailing address of the Debtors, solely for the purposes of notices and communications, is c/o Saccullo Business Consulting, LLC, Crimson King Drive, 2nd Floor, Bear, DE 19701.



approve the asset purchase agreement attached to the Sale Motion as Exhibit C (the "APA").

**PLEASE TAKE FURTHER NOTICE** that on May 31, 2022, after conducting a hearing on the Sale Motion and any objections thereto, the Court entered the *Order (I) Approving (A) Bidding Procedures for Sales of Debtors Assets, (B) Stalking Horse Expense Reimbursement, (C) Form and Manner Of Notice Of Sales, Auction, And Sale Hearings, And (D) Assumption And Assignment Procedures; (II) Scheduling Auction And Sale Hearings; And (III) Granting Related Relief* [Docket No. 76] (the "Bidding Procedures Order").

**PLEASE TAKE FURTHER NOTICE** that on June 14, 2022, the Debtors did not receive any other Qualified Bids and, in accordance with the Bidding Procedures, cancelled the Auction and designated the Purchasers as the "Successful Bidders."

**PLEASE TAKE FURTHER NOTICE** that on June 30, 2022, the Court entered the *Order (I) Approving Asset Purchase Agreement Among Sellers and Buyer; (II) Authorizing Sale of Certain of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances; (III) Authorizing Assumption and Assignment of Certain Executory Contracts and Leases in Connection Therewith; and (IV) Granting Related Relief* [Docket No. 167] (the "Sale Order")<sup>2</sup> approving the APA (as amended).

**PLEASE TAKE FURTHER NOTICE** that the sale of the Purchased Assets to the Purchasers closed on July 11, 2022.

**PLEASE TAKE FURTHER NOTICE** that, in accordance with the Sale Order, the APA and the Assumption and Assignment Agreement dated July 11, 2022 (annexed hereto as Exhibit "A"), CVG has designated the Contracts identified on Exhibit "B" annexed hereto as contracts to be assumed and assigned to CVG effective as of July 11, 2022.

**PLEASE TAKE FURTHER NOTICE** that a copy of each document filed in the above captioned chapter 11 cases can be viewed (i) on the website of the Debtors' notice and claims agent, Kurtzman Carson Consultants LLC, at <http://www.kccllc.net/pareteum>, (ii) on the Court's website at <https://ecf.nysb.uscourts.gov/> (registered users) or at <http://pacer.psc.uscourts.gov> (unregistered users), and/or (iii) by contacting the Office of the Clerk of the Court. Please note that a PACER password is required to access documents on the Court's Website.

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<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Sale Order.

Dated: New York, New York  
August 8, 2022

PARETEUM CORPORATION, *ET AL.*  
*Debtors and Debtors in Possession*  
*By their Counsel*  
TOGUT, SEGAL & SEGAL LLP,  
By:

/s/ Frank A. Oswald  
FRANK A. OSWALD  
BRIAN F. MOORE  
AMY M. ODEN  
One Penn Plaza, Suite 3335  
New York, New York 10119  
Tel: (212) 594-5000  
Facsimile: (212) 967-4258  
Email: frankoswald@teamtogut.com  
bmoore@teamtogut.com  
aoden@teamtogut.com

**EXHIBIT A**

**Assignment and Assumption Agreement**

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) effective as of July 11, 2022 is entered into by and among Pareteum Corporation, a Delaware corporation (“Parent”), Pareteum North America Corp., a Delaware corporation (“Pareteum NA”), Devicescape Holdings, Inc., a Delaware corporation (“Devicescape”), iPass, Inc., a Delaware corporation (“iPass”), iPass IP LLC, a Delaware corporation (“iPass IP”), Pareteum Europe B.V., a Netherlands private limited company (“Pareteum Europe” and, together with Parent, Pareteum NA, Devicescape, iPass, and iPass IP, collectively, the “Borrower Sellers”), Artilium Group Ltd., an England, UK, private limited company (“Artilium Group”), Pareteum N.V., a Belgian private limited company (“NV”), and Pareteum Asia Pte. Ltd., a Singapore private limited company (“Pareteum Asia” and, together with the Artilium Group, NV and the Borrower Sellers, each an “Assignor” and, collectively, the “Assignors”), and Channel Ventures Group, LLC, a Delaware limited liability company (“Assignee”).

### RECITALS

WHEREAS, Assignors, Circles MVNE Pte, Ltd., a Singapore private limited company and Assignee entered into that certain Asset Purchase Agreement, dated as of May 15, 2022 (the “APA”), which provides, among other things, for the assignment by Assignors to Assignee of the CVG Assumed Contracts and the assumption by Assignee of the CVG Assumed Liabilities;

WHEREAS, Assignors now desire to assign, transfer and convey all right, title and interest under the CVG Assumed Contracts and the CVG Assumed Liabilities of Assignors to Assignee, and Assignee desires to accept and assume the CVG Assumed Contracts and the CVG Assumed Liabilities of Assignors, all on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the APA.
2. Assignment and Assumption. Assignors hereby assign, transfer and convey to Assignee, as of the Closing and Assignee hereby accepts and assumes, as of the Closing, all duties and obligations of Assignors under the CVG Assumed Contracts to which Assignors are a party and the CVG Assumed Liabilities owed by Assignors, and further agrees to keep, observe, and perform all of the terms, covenants, agreements, conditions, and obligations of the CVG Assumed Contracts and the CVG Assumed Liabilities of Assignors from and after the Closing.
3. Excluded Assets and Excluded Liabilities. Assignors and Assignee expressly acknowledge and agree that Assignors are not transferring to Assignee and Assignee is not assuming any right, title, and interest in and to the Excluded Assets or the Excluded Liabilities or any duty or obligation, express or implied, to perform any of the terms, covenants, agreements, conditions, and obligations arising from or relating to any Excluded Assets or Excluded Liabilities.

4. Terms of the Agreement. Assignors and Assignee acknowledge and agree that the representations, warranties, covenants and agreements contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Notwithstanding anything to the contrary herein, this Agreement is subject to the APA, and it shall not give rise to any recourse or remedy against Assignors or their Affiliates except to the extent set forth herein or in the APA. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

5. Further Assurances. Assignors further agree to execute and deliver to Assignee such further instruments of transfer and conveyance and related documents, with respect to the CVG Assumed Contracts to which Assignors are a party and the CVG Assumed Liabilities owed by Assignors, and to take such further actions as necessary or required as Assignee shall reasonably request, to vest in Assignee and its successors and assigns the CVG Assumed Contracts and the CVG Assumed Liabilities of Assignors.

6. Counterparts. This Agreement may be executed in counterpart copies, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Facsimile and/or electronic transmission of any signed original document and/or retransmission of any signed facsimile and/or electronic transmission will be deemed the same as delivery of an original.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without application of principles of conflict of laws). In connection with any controversy arising out of or related to this Agreement, each of the Assignors and Assignee hereby irrevocably consents to the exclusive jurisdiction of the Bankruptcy Court, or if, and only if, the Bankruptcy Court declines or may not accept jurisdiction over a particular matter, the United States District Court for the Southern District of New York, or if, and only if, the United States District Court for the Southern District of New York declines or may not accept jurisdiction over a particular matter, the courts of the State of New York. Each of the Assignors and Assignee irrevocably consents to service of process out of the aforementioned courts and waives any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or in connection with this Agreement brought in the aforementioned courts. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

8. Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by, Assignors and Assignee and their respective permitted successors and assigns.

9. Headings. The headings of this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement under seal as of the day and year first above written.

**ASSIGNORS:**

PARETEUM CORPORATION, a  
Delaware corporation

By: DocuSigned by:  
Laura W. Thomas  
E00A87EAB831414...  
Laura W. Thomas,  
Authorized Signatory

PARETEUM NORTH AMERICA CORP., a  
Delaware corporation

By: DocuSigned by:  
Laura W. Thomas  
E00A87EAB831414...  
Laura W. Thomas,  
Authorized Signatory

DEVICESCAPE HOLDINGS, INC., a Delaware  
corporation

By: DocuSigned by:  
Laura W. Thomas  
E00A87EAB831414...  
Laura W. Thomas,  
Authorized Signatory

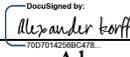
IPASS, INC., a Delaware corporation

By: DocuSigned by:  
Laura W. Thomas  
E00A87EAB831414...  
Laura W. Thomas,  
Authorized Signatory

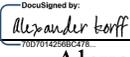
IPASS IP LLC, a Delaware corporation

By: DocuSigned by:  
Laura W. Thomas  
E00A87EAB831414...  
Laura W. Thomas,  
Authorized Signatory

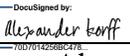
PARETEUM EUROPE B.V., a Netherlands private limited company

By:  \_\_\_\_\_  
Alexander Korff,  
Authorized Signatory

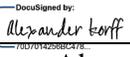
ARTILIUM GROUP LTD., a United Kingdom private limited company

By:  \_\_\_\_\_  
Alexander Korff,  
Authorized Signatory

PARETEUM ASIA PTE, LTD., a Singapore private limited company

By:  \_\_\_\_\_  
Alexander Korff,  
Authorized Signatory

PARETEUM N.V., a Belgium private limited company

By:  \_\_\_\_\_  
Alexander Korff,  
Authorized Signatory

**EXHIBIT B**

**Schedule of Contracts Designated for Assumption and Assignment to CVG**

**CVG Designation of Executory Contracts for Assumption and Assignment**

<b><u>DEBTOR NAME</u></b>	<b><u>COUNTERPARTY</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>CURE AMOUNT</u></b>
Pareteum Corporation - USA	Agents Republic Inc.	MASTER SERVICE AGREEMENT (MSA)	\$5,255.97
Pareteum Corporation - USA	Alexander Braelow	CONSULTING AGREEMENT	\$0.00
Pareteum Corporation - USA	Alexander Braelow	CONSULTING AGREEMENT	\$0.00
iPass, Inc.	AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.	REGISTRATION SERVICES AGREEMENT	\$0.00
Pareteum Europe BV	AQA Telecom Ltd.	MVNO Supply of Service (UK) CONTRACT	\$33,064.73
iPass, Inc.	AVINOR AS	Change Order/ Addendum	\$0.00
Pareteum Corporation - USA	CBS Holdings, LLC, d.b.a. Catalyst Solutions	Master Services Agreement	\$0.00
iPass, Inc.	Chubb Group of Insurance Companies	Policyholder Disclosure Notice of Terrorism Insurance Coverage	\$0.00
Pareteum Corporation - USA	CloudTern Solutions LLP	Offset against overpayment on the TEUM side	\$0.00
Pareteum Europe BV	CloudTern Solutions LLP		\$0.00
iPass, Inc.	Cogent Communications	Email re: Order Number 1-157639913	\$0.00
iPass, Inc.	Datasafe, Inc.	Storage and Service Agreement	\$0.00
iPass, Inc.	Deutsche Telekom AG	Carrier WiFi Services Agreement	\$0.00
iPass, Inc.	Deutsche Telekom AG	iOS Application Publishing Agreement	\$0.00
iPass, Inc.	Google Inc.	Device & Software Evaluation License Agreement	\$2,731.56
iPass, Inc.	Google Technology, Inc.	Corporate Remote Access Agreement	\$0.00
iPass, Inc.	GTS-Datanet Telecommunications Ltd	Internet Access Purchase Agreement	\$13.82
iPass, Inc.	Guglielmo Ltd.	Broadband Supply Agreement	\$30.33
iPass, Inc.	Hoist Group AG.	Amendment No. 5 to the Broadband Supply Agreement Dated February 27, 2006	\$133,545.27
iPass, Inc.	Hotel Internet Services	Broadband Supply Agreement	\$77.46

<u>DEBTOR NAME</u>	<u>COUNTERPARTY</u>	<u>DESCRIPTION</u>	<u>CURE AMOUNT</u>
Pareteum Europe BV	iBasis Global, Inc.	Master Agreement for Providing Global IoT Services	\$141,752.85
Pareteum Europe BV	iBasis Global, Inc.	Annex A to the Master Agreement for Providing Global IoT Services	\$0.00
Pareteum Europe BV	iBasis Global, Inc.	Annex B to the Master Agreement for Providing Global IoT Services	\$0.00
Pareteum Europe BV	iBasis Global, Inc.	Annex C to the Master Agreement for Providing Global IoT Services (Draft)	\$0.00
Pareteum Corporation - USA	InSync Outsourcing LLP	Statement of Work re 1st Level Technical Support	\$0.00
Pareteum Corporation - USA	John Gordon	Amendment to Consulting Agreement	\$0.00
Pareteum Corporation - USA	John Gordon	Consulting Agreement	\$0.00
iPass, Inc.	LINKTEL TELECOMUNICACOES LTDA	Broadband Supply Agreement	\$109,999.96
iPass, Inc.	LINKTEL TELECOMUNICACOES LTDA	Broadband Supply Agreement	\$0.00
iPass, Inc.	LINKTEL TELECOMUNICACOES LTDA	Broadband Supply Agreement	\$0.00
iPass, Inc.	Lupa Apoio Administrativo e Treinamento Ltda	Consulting Agreement	\$10,500.00
iPass, Inc.	Lupa Apoio Administrativo e Treinamento Ltda	Consulting Agreement	\$0.00
iPass, Inc.	MAXIMO IT SERVICES GMBH	Amendment No. 1 to the Broadband Supply Agreement Dated December 6, 2018	\$0.00
iPass, Inc.	MAXIMO IT SERVICES GMBH	Amendment No. 1 to the Broadband Supply Agreement Dated December 6, 2018	\$0.00
Pareteum Corporation - USA	MBTNNOVATION TELESOLUTIONS SRL	Consultant Contract	\$0.00
iPass, Inc.	Mobilitie Investments III, LLC	Broadband Supply Agreement	\$2,179.94
iPass, Inc.	MobiMESH SRL	Broadband Supply Agreement	\$0.00

<u>DEBTOR NAME</u>	<u>COUNTERPARTY</u>	<u>DESCRIPTION</u>	<u>CURE AMOUNT</u>
iPass, Inc.	Monsoon Networks AG	Amendment No. 13 to the Broadband Supply Agreement Dated May 20, 2002	\$21,121.65
iPass, Inc.	Monsoon Networks AG	Amendment No. 12 to the Broadband Supply Agreement Dated May 20, 2002	\$0.00
iPass, Inc.	Monsoon Networks AG	Amendment No. 12 to the Broadband Supply Agreement Dated May 20, 2002	\$0.00
iPass, Inc.	Monsoon Networks AG	Amendment No. 13 to the Broadband Supply Agreement Dated May 20, 2002	\$0.00
iPass, Inc.	Noniussoft, SA	AMENDMENT NO. 2 TO THE BROADBAND SUPPLY AGREEMENT DATED JULY 30, 2012	\$2.73
iPass, Inc.	Noniussoft, SA	AMENDMENT NO. 2 TO THE BROADBAND SUPPLY AGREEMENT DATED JULY 30, 2012	\$0.00
iPass, Inc.	OPSWAT, Inc.	OPSWAT OEM AGREEMENT	\$0.00
iPass, Inc.	Oslo Lufthavn Tele & Data AS	WLAN AGREEMENT, OSLO AIRPORT	\$2,295.21
iPass, Inc.	Oslo Lufthavn Tele & Data AS	WLAN AGREEMENT, OSLO AIRPORT	\$0.00
Pareteum Corporation - USA	P R FACILITIES MANAGEMENT LIMITED	Services Agreement	\$0.00
iPass, Inc.	Panasonic Avionics	Broadband Supply Agreement	\$0.00
iPass, Inc.	Panasonic Avionics Corporation	AMENDMENT NO. 2 TO THE BROADBAND SUPPLY AGREEMENT DATED DECEMBER 3, 2015	\$895,794.49
iPass, Inc.	Polaris Associates, Inc.	SOFTWARE LICENSE AGREEMENT DATED APRIL 24, 2012	\$0.00
Pareteum Corporation - USA	Prepaid Wireless Wholesale, LLC	IoT WHOLESALE SUPPLY AGREEMENT	\$594.01
iPass, Inc.	Quality Investment Properties Metro, LLC	Master Space Agreement	\$0.00

<u>DEBTOR NAME</u>	<u>COUNTERPARTY</u>	<u>DESCRIPTION</u>	<u>CURE AMOUNT</u>
iPass, Inc.	QUALITY INVESTMENT PROPERTIES METRO, LLC	ADDENDUM TO MASTER SPACE AGREEMENT ADDITIONAL TERMS AND CONDITIONS FOR COLOCATION AND INTERNET ACCESS	\$0.00
iPass, Inc.	Quality Technology Services Santa Clara, LLC	Master Service Agreement	\$8,013.45
iPass, Inc.	Qualys, Inc.	QUALYS, INC. SERVICE USER AGREEMENT	\$0.00
iPass, Inc.	Qualys, Inc.	ORDER FORM	\$0.00
iPass, Inc.	Rackspace US, Inc.	Hosting Service Agreement	\$7,238.40
iPass, Inc.	SADA Systems, Inc,	G Suite Ordering Document	\$0.00
iPass, Inc.	Single Digits, Inc.	Broadband Supply Agreement	\$288.63
iPass, Inc.	SITWIFI SA DE CV	Broadband Supply Agreement	\$542.82
Pareteum Corporation - USA	SMARTBOX Equipment Inc.	License and Services Agreement	\$89,451.13
iPass, Inc.	Swedavia Airport Telecom AB (556951-8193)	Service Agreement (WiFi Roaming agreement, where iPass gets access to their WiFi network in Swedish airports)	\$0.00
iPass, Inc.	Tableau Software, Inc	Purchase Authorization Form	\$0.00
iPass, Inc.	Telefonica International Wholesale Services, S.L.	Master Service Agreement for Services Provision	\$0.00
iPass, Inc.	Telekom Deutschland GmbH	Agreement re: Agreement FOR Access to Public Wireless LAN Services, Type C Agreement	\$0.00
Pareteum Corporation - USA	Telekom Deutschland GmbH	Agreement re: Agreement FOR Access to Public Wireless LAN Services, Type C Agreement	\$0.00
Pareteum NV	TELENET Group NV	Contract Amendment No. 2 to the Agreement No. 601052 Dated January, 1 2017	\$0.00
iPass, Inc.	The Cloud Networks Germany GMBH	Amendment No. 1 to the Broadband Supply Agreement Dated July 2, 2018	\$99,878.97
iPass, Inc.	The Cloud Networks Limited	Services Agreement	\$0.00

<u>DEBTOR NAME</u>	<u>COUNTERPARTY</u>	<u>DESCRIPTION</u>	<u>CURE AMOUNT</u>
iPass, Inc.	The Cloud Networks Limited	Services Agreement	\$0.00
iPass, Inc.	The Cloud Networks Limited	Letter re: Notice to Vary Services Agreement Dated June 24, 2014	\$0.00
iPass, Inc.	The Cloud Networks Limited	Services Agreement for Wireless Access on The Cloud	\$0.00
iPass, Inc.	The Cloud Networks Limited	Letter re: Variation of Services Agreement for Wireless Access on The Cloud dated 28 February 2006	\$0.00
iPass, Inc.	The Cloud Networks Limited	Letter re: Variation of Services Agreement for Wireless Access on The Cloud dated 28 February 2006	\$0.00
iPass, Inc.	The Telx Group Inc.	Service Order	\$0.00
iPass, Inc.	The Telx Group Inc.	Service Order	\$0.00
iPass, Inc.	T-Mobile (UK) Limited	Wholesale Telecommunication Supply Agreement	\$0.00
iPass, Inc.	T-Mobile HotSpot GmbH	Agreement for Public Wireless Lan Services	\$3,348,084.26
iPass, Inc.	Transit Wireless, LLC	Broadband Supply Agreement	\$2,165.73
Pareteum NV	TREMEC VBR / Transmisiones Y Equipos Mecanicos	Contract for Voice Over IP Communication Services	\$0.00
Pareteum Corporation - USA	Troomi Wireless, Inc	Customer Acceptance Sign-Off Form	\$0.00
Pareteum Corporation - USA	Trustive Limited	Broadband Supply Agreement	\$0.00
Pareteum Corporation - USA	VR Discovery	ipass documents	\$11,504.55
iPass, Inc.	WiFiPro Global S.L.	Broadband Supply Agreement	\$0.00