

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ODK Capital Management		07/31/2013	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	Social Mecca Inc.
Street Address:	10740 West Grand Avenue
City:	Franklin Park
State/Country:	ILLINOIS
Postal Code:	60131
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3431259	BRICKFISH
Registration Number:	3431258	BRICKFISH.COM
Registration Number:	3621981	VIRAL MAP
Registration Number:	3625755	BRICKFISH
Registration Number:	3625646	BRICKFISH.COM
Registration Number:	3625645	BRICKFISH
Registration Number:	3361060	COST PER ENGAGEMENT
Registration Number:	3478355	CPE

CORRESPONDENCE DATA

Fax Number: 3127595646
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 3123571313
 Email: maburto@btlaw.com

CH \$215.00 3431259

Correspondent Name: BARNES & THORNBURG LLP
Address Line 1: P.O. Box 2786
Address Line 4: Chicago, ILLINOIS 60690-2786

ATTORNEY DOCKET NUMBER: 62241-701677

NAME OF SUBMITTER: Thomas J. Donovan

Signature: /Thomas J. Donovan/

Date: 09/04/2013

Total Attachments: 10
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Assignment of Intellectual Property

This Assignment of Intellectual Property (hereinafter referred to as the "Assignment") is made and entered into on July 31, 2013 (the "Effective Date") by and between the following parties:

ODK Capital Management
a Florida Limited Liability Company (LLC)
978 Ponte Vedra Blvd.
Ponte Vedra Beach, Florida 32082

(the "Assignor")

AND

Social Meccs Inc.
an Illinois Corporation
10740 West Grand Avenue
Franklin Park Illinois 60131

(the "Assignee")

WHEREAS, Assignor acquired all right, title and interest to certain Intellectual Property pursuant to an Assignment of Intellectual Property Rights dated May 2, 2011 between Assignor and Insolvency Services Group, Inc. as assignee under a general assignment for the benefit of creditors of Highedge, Inc., a copy of which is attached hereto as Exhibit A ("Certain Intellectual Property" as used hereinafter shall mean all Intellectual Property Rights that were assigned to Assignor pursuant to Exhibit A);

WHEREAS, Assignor has previously assigned certain U.S. patent applications to Assignee pursuant to a Patent Assignment dated July 1, 2011 between Assignor and Assignee and said certain U.S. patent applications were part of the Certain Intellectual Property;

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest to all of the Certain Intellectual Property that was not heretofore assigned by Assignor to Assignee under the Patent Assignment dated July 1, 2011 between Assignor and Assignee ("Remaining Intellectual Property" as used hereinafter shall mean the Certain Intellectual Property that was not heretofore assigned by Assignor to Assignee under the Patent Assignment dated July 1, 2011 between Assignor and Assignee); and

WHEREAS, Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT.

(a) Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all right, title and interest in, to and under the Remaining Intellectual Property, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which such Remaining Intellectual Property is or may be licensed, granted or reissued or otherwise exists; together with all claims for damages by reason of past infringements of the Remaining Intellectual Property, with the right to sue for and collect the same for its own use and benefit, and for the use on behalf of its successors, assigns and other legal representatives. Assignor acknowledges that it shall have no further rights to the Remaining Intellectual Property, including, without limitations, any licenses to the Remaining Intellectual Property, and that any further modification, improvement or invention by Assignee based on or in connection with the Remaining Intellectual Property will be solely owned by Assignee. For the sake of clarity, the Remaining Intellectual Property includes but is not in any way limited to the trademarks and U.S. Trademark Registrations identified on attached Appendix 1.

(b) Assignor shall execute attached Appendix 1 contemporaneously with the execution of this Agreement.

(c) The Assignment set forth in this Section 1 shall be effective *nunc pro tunc* as of July 1, 2011.

(d) Assignor further agrees to: (a) cooperate with Assignee in the protection of the Remaining Intellectual Property Rights; (b) execute, verify, acknowledge and deliver all such further papers, including instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Remaining Intellectual Property Patents and any and all applications and registrations for the invention in any and all countries.

2. WARRANTY.

Assignor warrants that Assignor is the legal owner of all right, title and interest in the Remaining Intellectual Property, that none of the Remaining Intellectual Property has been previously pledged, assigned, or encumbered and that this Assignment does not infringe on the rights of any person.

3. GOVERNING LAW.

This Assignment is governed by, and is to be construed in accordance with, the laws of the State of Illinois.

4. ENTIRE AGREEMENT.

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

5. SEVERABILITY.

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

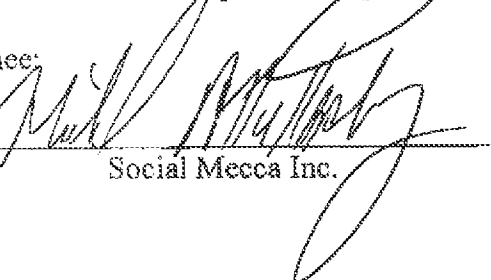
6. ADVICE OF COUNSEL.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS whereof, the Assignor and Assignee have executed this Agreement as of the Effective Date.

Assignor: 
By: _____
ODK Capital Management

Date: 7/31/13

Assignee: 
By: _____
Social Mecca Inc.

Date: 7/31/13

Exhibit A

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of this 2nd day of May, 2011, by and between Insolvency Services Group, Inc. as assignee under a general assignment for the benefit of creditors of Highedge, Inc., a Delaware corporation ("Seller") for the benefit of ODK Capital Management, LLC, a Florida Corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement dated as of April 29, 2011 (the "Agreement"). The terms of the Agreement are incorporated by this reference as if fully set forth herein. Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

WHEREAS, pursuant to the Agreement, Seller has agreed, among other things, to sell, assign, transfer, convey and deliver, and Buyer has agreed to purchase, acquire and accept, the Acquired Assets, in each case all upon the terms and subject to the conditions set forth therein.

WHEREAS, pursuant to Section of the Agreement, Seller desires to sell, assign, transfer, convey and deliver to Buyer all right, title and interest in, to and under all of the Intellectual Property.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound hereby, Seller and Buyer hereby agree as follows:

1. Assignment. On and subject to the terms and conditions of the Agreement, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, its successors and assigns, all right, title and interest in, to and under the Intellectual Property which is included within, or which is a part of, the Acquired Assets, the same to be held and enjoyed by Buyer for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which such Intellectual Property is or may be licensed, granted or reissued as entirely as the same would have been held and enjoyed by Seller had this sale, assignment, transfer, conveyance and delivery not been made (excluding any actions by Buyer following such sale, assignment, transfer, conveyance and delivery); together with all claims for damages by reason of past infringements of such Intellectual Property, with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives. Seller acknowledges that it shall have no further rights to such Intellectual Property, including, without limitation, any licenses to such Intellectual Property, and that any further modification, improvement or invention by Buyer based on or in connection with such Intellectual Property will be solely owned by Buyer. Nothing contained herein shall grant or assign to Buyer any rights or interest in any of the Excluded Assets, or otherwise constitute a conveyance of rights which is greater than contemplated in the Agreement. This assignment of such Intellectual Property is on an "as-is where is" basis with no representations or warranties, either express or implied, of any type or kind whatsoever, express or implied, as more particularly specified in the Agreement.

2. Power of Attorney. Seller hereby constitutes and appoints Buyer as Seller's true and lawful attorney in fact, with full power of substitution in Seller's name and stead, for the sole and only purpose of executing, acknowledging and delivering any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Buyer or to protect the same or to enforce any claim or right of any kind with respect thereto. Seller hereby declares that the foregoing power is coupled with an interest and as such is irrevocable. Notwithstanding the foregoing, not later than fifteen (15) days prior to Buyer taking any action as attorney in fact for Seller, Buyer shall notify Seller in advance in writing in accordance with the notice provisions of the Agreement of Buyer's intention to do so and specify in reasonable detail Buyer's proposed course of action. Buyer shall in no event whatsoever take any action which (i) imposes or has the potential to impose any financial obligation or any liability upon Seller, or (ii) causes Seller to be designated or named as a party to any lawsuit or other legal proceeding without first obtaining Seller's prior written consent, and nothing contained herein shall be construed as granting Buyer the authority to do so.

3. Further Assurances. At any time and from time to time after the date hereof, at Buyer's reasonable request and without further consideration therefor, Seller agrees that it will execute and deliver to Buyer such other instruments of sale, assignment, transfer, conveyance and delivery, provide such materials and information and take such other actions, as may reasonably be necessary in order more effectively to assign, transfer and convey unto Buyer, or confirm Buyer's title or rights in or to, all of the Intellectual Property assigned, transferred and conveyed by Seller to Buyer pursuant hereto, to put Buyer in actual possession and control of the Intellectual Property assigned, transferred and conveyed by Seller to Buyer pursuant hereto to the full extent permitted by applicable law, and to assist Buyer in exercising and enjoying all rights and benefits appurtenant thereto, provided that Seller shall not be required to incur any expense or liability in connection therewith.

4. Conflict with Agreement. Buyer and Seller hereby acknowledge and agree that the provisions of this Assignment shall not limit nor enlarge the full force and effect of the terms and provisions of the Agreement, and that in the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall prevail, govern and control in all respects without limitation.

5. Amendments; Waiver. This Assignment may not be amended, modified or supplemented except (a) by an instrument in writing signed by, or on behalf of, the parties hereto or (b) by a waiver. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Assignment. The failure of any party to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

6. Headings; Interpretation. The descriptive headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning, construction or interpretation of this Assignment. The parties have participated jointly in the negotiation and drafting of this Assignment. In the event an ambiguity or question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the parties, and

no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Assignment

7. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

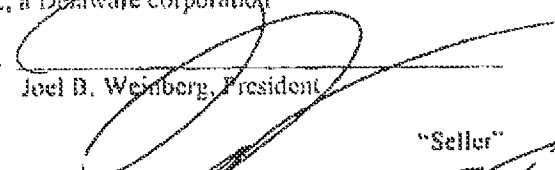
8. Assignment. This Assignment shall be binding on and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

9. Governing Law. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS OF EACH PARTY ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS EXECUTED IN AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS


10. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized

INSOLVENCY SERVICES GROUP, INC., solely
in its capacity as assignee under a general
assignment for the benefit of creditors of Highedge,
Inc., a Delaware corporation

By. 
Joel D. Weinberg, President

"Seller"

ODK CAPITAL MANAGEMENT, LLC
By. 
Michael Mullarkey, Managing Member

"Buyer"

APPENDIX 1

TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ODK Capital Management, a Florida Limited Liability Company ("Assignor"), hereby assigns to Social Mecca Inc., an Illinois Corporation, Assignor's entire right, title and interest in, to and under the trademarks and U.S. trademark registrations therefor listed on the attached Exhibit 1 together with all common law rights related thereto, with the goodwill of the business in which the marks are used or intended to be used, and with all claims for damages by reason of infringement, with the right to sue for and collect the same for its own use and on behalf and for the use of its successors and assigns.

This Trademark Assignment is effective *nunc pro tunc* as of July 1, 2011.

ODK Capital Management.

By: 

Name: Michael Murphy

Title: Managing Director

Date: 7/31/11

EXHIBIT 1

REGISTRATION NUMBER	REGISTRATION DATE	MARK
3,431,259	May 20, 2008	BRICKFISH (Stylized)
3,431,258	May 20, 2008	BRICKFISH.COM and Design
3,621,981	May 19, 2009	VIRAL MAP
3,625,755	May 26, 2009	BRICKFISH and Design
3,625,646	May 26, 2009	BRICKFISH.COM
3,625,645	May 26, 2009	BRICKFISH
3,361,060	December 25, 2007	COST PER ENGAGEMENT
3,478,355	July 29, 2008	CPE

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