### 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
LiveWire Mobile, Inc.		07/19/2013	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	OnMobile Live, Inc.
Street Address:	One Monarch Drive
City:	Littleton
State/Country:	MASSACHUSETTS
Postal Code:	01460
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	85975012	LIVEWIRE MOBILE
Serial Number:	85034610	LIVEWIRE MOBILE
Serial Number:	78250158	MYCALLER
Serial Number:	77959222	EVERYRING
Serial Number:	77959282	EVERYRING
Serial Number:	77959288	EVERYRING
Serial Number:	85059672	RINGSPOT
Serial Number:	85110162	MEDIADROME
Serial Number:	85110176	MEDIADROME
Serial Number:	85243264	MOVIANT
Serial Number:	85243287	MOVIANT
Serial Number:	85243288	MOVIANT
Serial Number:	85243293	MOVIANT
Serial Number:	85675806	RUMPUS

**TRADEMARK** 

REEL: 005187 FRAME: 0621

### **CORRESPONDENCE DATA**

**Fax Number**: 6178327000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 6178321000

Email: ustrademark@foleyhoag.com

Correspondent Name: Jason Steinman, Esq., Foley Hoag LLP

Address Line 1: 155 Seaport Boulevard

Address Line 4: Boston, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	31591.00002
NAME OF SUBMITTER:	Linda Casey, Paralegal, Foley Hoag LLP
Signature:	/Linda Casey/
Date:	01/06/2014

### Total Attachments: 6

source=LiveWire Mobile, Inc.\_Assignment\_Page\_1#page1.tif source=LiveWire Mobile, Inc.\_Assignment\_Page\_2#page1.tif source=LiveWire Mobile, Inc.\_Assignment\_Page\_3#page1.tif source=LiveWire Mobile, Inc.\_Assignment\_Page\_4#page1.tif source=LiveWire Mobile, Inc.\_Assignment\_Page\_5#page1.tif source=LiveWire Mobile, Inc.\_Assignment\_Page\_6#page1.tif

TRADEMARK REEL: 005187 FRAME: 0622

# ASSIGNMENT OF PATENTS, TRADEMARKS, DOMAIN NAMES AND UNLISTED INTELLECTUAL PROPERTY

THIS ASSIGNMENT (this "Assignment") is made as of July 19, 2013, by and among LiveWire Mobile, Inc., a Delaware corporation (the "Company"), Groove Mobile, Inc., a Delaware corporation and indirect, wholly-owned Subsidiary of the Company ("Groove" and together with the Company, the "Sellers"), and OnMobile Live, Inc., a Nevada corporation ("Buyer").

WHEREAS, the Sellers and Buyer are parties to that certain Asset Purchase Agreement dated as of June 1, 2013 (the "Purchase Agreement");

WHEREAS, it is a condition to the consummation of the transactions under the Purchase Agreement that this Assignment be entered into;

WHEREAS, each of the Sellers owns certain patents and patent applications which are listed on Schedule 1 attached hereto (the "Assigned Patents"), certain common law trademarks, registered trademarks and trademark applications which are listed on Schedule 2 attached hereto (the "Assigned Trademarks"), certain domain names which are listed on Schedule 3 attached hereto (the "Assigned Domain Names") and other unlisted Intellectual Property (the "Unlisted IP"), including but not limited to any intellectual property rights associated with inventions, trade secrets, know how, copyrights (registered or unregistered), and copyright protectable subject matter including software and documentation; and

WHEREAS, Buyer desires to receive from the Sellers assignments to the Assigned Patents, Assigned Trademarks, Assigned Domain Names and Unlisted IP:

NOW THEREFORE, for good and valuable consideration, each of the Sellers hereby assigns to Buyer all of (a) such Seller's entire right, title and interest, including the right to sue for and collect past damages, in and to the Assigned Patents, and any and all divisional applications, continuation applications, continuations-in-part, reissues, reexaminations thereof, and all pending applications therefor, which claim priority from any application from which Assigned Patents are derived, as well as, all foreign counterparts of Assigned Patents; (b) such Seller's entire right, title and interest, including the right to sue for and collect past damages, in and to the Assigned Trademarks and all goodwill associated therewith; (c) such Seller's entire right, title and interest, including the right to sue for and collect past damages, in and to the Assigned Domain Names and all goodwill associated therewith; and (d) such Seller's entire right, title and interest, including the right to sue for and collect past damages, in and to the Unlisted IP and all goodwill associated therewith.

Each of the Sellers hereby authorizes the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office, and the empowered officials of any other applicable offices and governments, to issue or transfer all applicable Assigned Patents, Assigned Trademarks and Unlisted IP to Parent, as assignee thereof, or otherwise as Parent may direct.

IP ASSIGNMENT LWMNYC:250642.1

[Signature Page Follows]

IP ASSIGNMENT GROOVE NYC:250642.1

TRADEMARK
REEL: 005187 FRAME: 0624

Signed at <u>Littleton</u> , <u>Mossa churetts</u> , t	his 193	_ day of _ 🗷 c	, 2013.	
COMPANY:				
Ву:				
Name: Matthew Stecker Title: <u>CEO</u>	- Madeine-printers-printers			
STATE OF MASSACHUSETTS	)			
COUNTY OF MIDDLESEX	) ss. )			
Subscribed and sworn to before me on this	19th day of	J-14 :	2013	

Notary Public Commission Expires:

MATTHEW A. GERRITSEN

Notary Public

Commonwealth of Massachusetts

My Commission Expires

November 25, 2016

Signed at Littlebur, Messaduait	_], this _	194	_ day of _	Thy	, 2013.
GROOVE:					
By: Name: Matthew Stecker Title: CEO					
STATE OF MASSACHUSETTS		).			
COUNTY OF MIDDLESEX		) ss. )			
Subscribed and sworn to before me on this	1900	day of	JAy	_2013	

Notary Public Commission Expires:



MATTHEW A. GERRITSEN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 25, 2016

## Schedule 2

[See attached for Assigned Trademarks]

Error! Unknown document property name.

# LIVEWIRE MOBILE:Service/Trade Marks

Mark	Jurisdiction	Class	Serial No.	Reg. No.	Status	Filing Date	Issue Date	Expiration
LIVEWIRE MOBILE	SN	41	85/975,012	3,925,745	Registered	5/10/2010	3/1/2011	3/1/2021
LIVEWIRE MOBILE	SN	35	85/034610		Class dropped from application	5/10/2010		
LIVEWIRE MOBILE	SN	9, 42	85/034610	4,313,408	Registered	5/10/2010	4/2/2013	4/2/2023
LIVEWIRE MOBILE	MA	42		72,650	Registered	5/18/2010	5/18/2010	5/18/2015
MYCALLER	SN	9, 38	78/250,158	3,117,860	Registered	5/15/2003	7/18/2006	7/18/2016
					Allowed-Pending			
EVERYRING	SN	42	77/959,222		Satement of Use	3/15/2010		
EVERYRING	SN	37	77/959/282		Abandoned	3/15/2010		
					Allowed-Pending			
EVERYRING	ns	6	77/959/288		Satement of Use	3/15/2010		
RINGSPOT	NS	35	85/059,672	4,001,024	Registered	6/10/2010	7/26/2011	7/26/2021
MEDIADROME	SN	35	85/110,162	4,143,438	Registered	8/18/2010	5/15/2012	5/15/2022
MEDIADROME	SN	42	85/110,176	4,143,439	Registered	8/18/2010	5/15/2012	5/15/2022
					Allowed-Pending			
MOVIANT	SN	6	85/243,264		Satement of Use	2/15/2011		
					Allowed-Pending			
MOVIANT	NS	35	85/243,287		Satement of Use	2/15/2011		
					Allowed-Pending			
MOVIANT	NS	41	85/243,288		Satement of Use	2/15/2011		
					Allowed-Pending			
MOVIANT	SN	42	85,243,283		Satement of Use	2/15/2011		
		***************************************			Suspended- Pending			
		•••			Verizon filing			1
					statement of use for			
RUMPUS	ns	35	85/675,806		previoulsy filed mark	7/12/2012		
RUMPUS	MA	35		76,659	Registered	12/21/2012	12/21/2012	12/21/2012 12/27/2017

Class Key:

Includes apparatus for transmission or reproduciton of sound and computer software Class 9:

Infudes: Advertising Class 35:

Includes: repair and restoration of computer systems Telecommunication Servcies Class 37: Class 38:

Inludes: Enteratainment Services (Music) Class 41:

Includes: Design and Development of Computer Hardware Class 42:

**TRADEMARK REEL: 005187 FRAME: 0628 RECORDED: 01/06/2014**