

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
AOL LLC		08/31/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Varia Mobil LLC		
Street Address:	1000 Dexter Avenue North		
City:	SEATTLE		
State/Country:	WASHINGTON		
Postal Code:	98109		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78787757	AIRSKINS	
Serial Number:	77067687	SOUNDWAVE	
CORRESPONDENCE DATA			
Fax Number:	(973)621-7406		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-621-9020		
Email:	rbrosen@hlgslaw.com		
Correspondent Name:	Robert B. Rosen, Esq.		
Address Line 1:	One Gateway Center		
Address Line 2:	8th Floor		
Address Line 4:	Newark, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	13723		
NAME OF SUBMITTER:	Robert B. Rosen		
Signature:	/Robert B. Rosen/		

CH \$65.00 78787757

Date:

09/28/2007

Total Attachments: 5

source=u-092607#page1.tif

source=u-092607#page2.tif

source=u-092607#page3.tif

source=u-092607#page4.tif

source=u-092607#page5.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Agreement") is effective as of August 31, 2007 (the "Effective Date"), among AOL LLC, a Delaware limited liability company ("AOL") and Wildseed LLC, a Delaware limited liability company and a wholly owned subsidiary of AOL ("Wildseed") on the one hand, and Varia Mobil LLC f/k/a Wildwave, LLC, a Delaware limited liability company ("Varia Mobil") on the other hand.

WITNESSETH:

WHEREAS, pursuant to the Sale, Termination and Release Agreement among AOL, Wildseed and the Haier Parties (as defined therein) dated July 3, 2007, as amended by (i) a letter amendment dated July 31, 2007, and (ii) Amendment No. 1 to the Sale, Termination and Release Agreement, dated August 31, 2007 (as amended, the "Sale Agreement"), AOL and Wildseed agreed to sell, convey, transfer, assign and deliver, or to cause their Affiliates to sell, convey, transfer, assign and deliver, to Varia Mobil, and Varia Mobil agreed to purchase and acquire from AOL and Wildseed, all of AOL's and Wildseed's right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement); and

WHEREAS, the Purchased Assets include all of AOL's and Wildseed's right, title and interest in and to the trademarks and service marks set forth on Schedule A (the "Marks");

NOW, THEREFORE, for good and valuable consideration (including that recited in the Sale Agreement), the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Subject to the terms and conditions of the Sale Agreement (including Section 4.3), AOL and Wildseed hereby assign, transfer and convey to Varia Mobil any and all of their right, title and interest worldwide in and to the Marks, together with all related common-law rights and the goodwill of the business associated therewith or symbolized thereby. With respect to any intent-to-use applications included in the Marks, the parties intend that Varia Mobil be deemed a successor to the ongoing and existing business of AOL and Wildseed to which such Marks pertain for purposes of 15 U.S.C. § 1060(a)(i).

2. Varia Mobil is to hold all right, title and interest in and to the Marks as fully and exclusively as they would have been held and enjoyed by AOL and/or Wildseed had the assignment in Section 1 not been made.

3. This Agreement shall be deemed effective as between the parties as of the Effective Date.

4. AOL and Wildseed will, at Varia Mobil's request and expense, take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Marks in Varia Mobil, including such documents as are necessary to record the August 8, 2005 merger of Wildseed Ltd., a Washington corporation, into Wildseed. AOL and Wildseed hereby authorize Varia Mobil to request the relevant government entity or agency, in each applicable country or jurisdiction, to record Varia Mobil as the assignee and owner of the Marks.

5. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

6. This Agreement shall be governed in all respects by the laws of the State of New York.

7. Any disagreement, issue, dispute, claim, demand or controversy arising out of or relating to this Agreement (each, a "Dispute") shall be brought in the United States District Court for the Southern District of New York or any New York State court sitting in New York City so long as one of such courts shall have subject matter jurisdiction over such Dispute. Any cause of action arising out of the Agreement shall be deemed to have arisen from a transaction of business in the State of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such Dispute and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such Dispute in any such court and that any such Dispute which is brought in any such court has been brought in an inconvenient forum.

8. Process in any such Dispute may be served on any party as permitted by applicable law. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 6.7 of the Sale Agreement shall be deemed effective service of process on such party.

9. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

AOL LLC

By: 
Name: Scott Falcone
Title: EV

WILDSEED LLC

By: 
Name: Scott Falcone
Title: VP

VARIA MOBIL LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

AOL LLC

By: _____
Name:
Title:

WILDSEED LLC

By: _____
Name:
Title:

VARIA MOBIL LLC

By:  _____
Name: M JEMAJ
Title: PRESIDENT

SCHEDULE A

<u>NAME</u>	<u>STATUS</u>	<u>APPLICATION No.</u>	<u>REGISTRATION No.</u>	<u>COUNTRY NAME</u>
AIRSKINS	Pending	78/787757	N/A	United States of America
SMART SKIN	Registered	1130774	TMA634,512	Canada
AIRTEXT	Registered	2575793	2575793	European Community
SMART SKIN	Registered	2575843	2575843	European Community
SMART SKIN	Registered	41-2002-0004189	94235	Korea, Republic of
3ED	Allowed	78/433080	N/A	United States of America
AIRTEXT	Registered	76/298589	2872132	United States of America
CLINTEL SERVICES	Registered	76/560022	2962895	United States of America
DESIGN ONLY	Registered	76/479132	2921216	United States of America
IDENTITY	Registered	78/433802	2974644	United States of America
IDENTITY	Registered	78/406365	2957317	United States of America
SMARTSCREENS	Registered	78/331160	3014230	United States of America
SMARTSKIN	Registered	78/360503	2962376	United States of America
SMARTSKIN	Registered	78/368044	2962448	United States of America
SMARTSKIN & Design	Registered	76/466090	2820362	United States of America
SOUNDWAVE	Pending	77/067687	N/A	United States of America
SPARK-BOT	Registered	76/479136	2919502	United States of America
SPEED LIGHTS	Allowed	78/433061	N/A	United States of America
TRAFFIC LIGHTS	Registered	78/387572	2930967	United States of America
WILDSEED	Registered	75/914936	2886801	United States of America
WILDSEED	Registered	78/433107	2981147	United States of America