

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                      |
|----------------------------------|--|-----------------------|----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                      |
| <b>NATURE OF CONVEYANCE:</b>     | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL   |                       |                      |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                      |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>   |
| Mophie, Inc.                     |  | 08/30/2007            | CORPORATION: VERMONT |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                      |
| <b>Name:</b>                     | mStation Audio, Inc.   |                       |                      |
| <b>Street Address:</b>           | 9040 Telstar Avenue, #123  |                       |                      |
| <b>City:</b>                     | El Monte   |                       |                      |
| <b>State/Country:</b>            | CALIFORNIA   |                       |                      |
| <b>Postal Code:</b>              | 91731  |                       |                      |
| <b>Entity Type:</b>              | CORPORATION: CALIFORNIA  |                       |                      |
| <b>PROPERTY NUMBERS Total: 5</b> |  |                       |                      |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                      |
| Registration Number:             | 3227723  | MOPHIE                |                      |
| Registration Number:             | 3227724  | RELO                  |                      |
| Registration Number:             | 3227725  | M MOPHIE              |                      |
| Serial Number:                   | 77057293   | MUEVA                 |                      |
| Serial Number:                   | 77057309   | WRAPTOR               |                      |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                      |
| <b>Fax Number:</b>               | (949)608-8934  |                       |                      |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                      |
| <b>Phone:</b>                    | 949-705-6777   |                       |                      |
| <b>Email:</b>                    | tina@lozaip.com  |                       |                      |
| <b>Correspondent Name:</b>       | Christina S. Loza, Esq.  |                       |                      |
| <b>Address Line 1:</b>           | 305 North Second Avenue  |                       |                      |
| <b>Address Line 2:</b>           | #127   |                       |                      |
| <b>Address Line 4:</b>           | Upland, CALIFORNIA 91786   |                       |                      |
| <b>NAME OF SUBMITTER:</b>        | Christina S. Loza  |                       |                      |

OP \$140.00 3227723

Signature:

/Christina S. Loza/

Date:

09/28/2007

**Total Attachments: 3**

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## ASSET PURCHASE AGREEMENT

Asset Purchase Agreement made as of August 30, 2007 by and between Mophie, Inc., a Delaware corporation (the "Seller"), and mStation Corporation, a California corporation (the "Buyer").

WHEREAS, subject to the terms and conditions hereof, the Seller desires to sell, transfer and assign to the Buyer, and the Buyer desires to purchase from the Seller, the properties, rights and assets specifically identified herein that are used in connection with the Seller's iPod accessory business (the "Business").

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

### **SECTION 1. PURCHASE AND SALE OF ASSETS.**

1.1 Sale of Assets. Upon the terms and subject to the conditions set forth in this Agreement, and the performance by the parties hereto of their respective obligations hereunder, the Seller agrees to sell, assign, transfer and deliver to the Buyer, and the Buyer agrees to purchase from the Seller, all of the Seller's right, title and interest in and to all of the assets set forth below:

(a) Equipment. The equipment and other fixed assets set forth on Schedule 1.1(a), including molds, dies and tooling owned by the Seller related to the production of the Seller's existing iPod accessory products which are listed on Schedule 1.1 (the "Existing Products");

(b) Intellectual Property and Intangible Assets. All of Seller's Intellectual Property in and related to the Existing Products as set forth on Schedule 1.1(b). For purposes of this Agreement, Intellectual Property shall include without limitation, all patents, patent applications, patent rights, and inventions and discoveries and invention disclosures (whether or not patented); the Seller's rights to the names including "Mophie", all related trade names, logos, packaging design, slogans, Internet domain names, registered and unregistered trademarks and service marks and applications therefor, all know-how, trade secrets, confidential or proprietary information, web-sites, goodwill and claims of infringement against third parties;

(c) Inventory. All inventory (the "Inventory") of the Seller related to the Existing Products as of the Closing as specifically set forth on Schedule 1.1(c); and

(d) Contracts. The Seller's right, title and interest in those contracts identified on Schedule 1.1(d) (the "Assumed Contracts").

Except for the assets specifically identified above in subsections (a) through (d) (the "Assets"), the Seller shall retain all right, title and interest to all of its remaining assets, including without limitation all assets, that are not specifically included in the Assets above, that are related to the Seller's "illuminator" web site concept and the Seller's product design business.

**TRADEMARK**

**REEL: 003630 FRAME: 0926**

IN WITNESS WHEREOF, the Seller and the Buyer have caused this Asset Purchase Agreement to be executed as of the date first above written.

**SELLER:**

MOPHIE, INC.

By:   
Benjamin Kaufman  
President

**BUYER:**

MSTATION CORPORATION

By:   
Daniel Huang, President

TRADEMARK

REEL: 003630 FRAME: 0927

**SCHEDULE 1.1(b)**  
**Intellectual Property**

**Registered trademarks:**

Mophie  
Relo

**Unregistered trademarks and pending applications:**

Wrapor  
Mueva

**Internet domain names:**

[www.mophie.com](http://www.mophie.com); [www.mophie.tv](http://www.mophie.tv); [www.mophie.us](http://www.mophie.us); [www.mophilovesyou.com](http://www.mophilovesyou.com);  
[www.mophiehatesyou.com](http://www.mophiehatesyou.com); [www.mophie.mobi](http://www.mophie.mobi); [www.mophieinnovation.com](http://www.mophieinnovation.com);  
[www.mophiemarketing.com](http://www.mophiemarketing.com); [www.mophimedia.com](http://www.mophimedia.com); [www.mophiemob.com](http://www.mophiemob.com);  
[www.mophiemondays.com](http://www.mophiemondays.com); [www.mophieproducts.com](http://www.mophieproducts.com); and [www.mophiepd.com](http://www.mophiepd.com)

**Web site content and related unregistered copyrights:**

[www.mophie.com](http://www.mophie.com) and related pages ancillary thereto

**Telephone Number:**

1(888)8MOPHIE

**Miscellaneous:**

Package designs, slogans, trade secrets, product designs and goodwill specifically related to the Existing Products.