

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|----------------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WordLock LLC | | 05/20/2008 | LIMITED LIABILITY COMPANY: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | WordLock, Inc. | | |
| Street Address: | 2855 Kifer Road, Suite 101 | | |
| City: | Santa Clara | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95051 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78938676 | LETTERLOCK | |
| Serial Number: | 77122828 | EASY TO SET · NEVER FORGET | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (206)359-9000 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (206) 359-8000 | | |
| Email: | pctrademarks@perkinscoie.com, GWorkman@perkinscoie.com | | |
| Correspondent Name: | James L. Vana | | |
| Address Line 1: | 1201 Third Avenue, Suite 4800 | | |
| Address Line 4: | Seattle, WASHINGTON 98101-3099 | | |
| ATTORNEY DOCKET NUMBER: | 63039-4000.0000.GX56 | | |
| NAME OF SUBMITTER: | Jason S. Howell | | |
| Signature: | /Jason S. Howell/ | | |

CH 78938676 \$65.00

Date:

05/22/2008

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS, Wordlock, LLC ("Assignor"), a California Limited Liability Company, with its principal place of business at 2855 Kifer Road, Suite 101, Santa Clara, CA 95051, owns rights, including common law rights, in the marks that are the subject of this assignment and as shown in the attached Exhibit and;

WHEREAS, Assignor is the owner of the trademark applications and registrations set forth in Exhibit I and incorporated herein by reference;

WHEREAS, Wordlock, Inc. ("Assignee"), a California corporation with its principal place of business at 2855 Kifer Road, Suite 101, Santa Clara, CA 95051, is desirous of acquiring said common law rights, applications and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the marks set forth in Exhibit I together with i) any and all causes of actions related to the marks and rights therein, ii) the right to file any foreign trademark applications and all rights to claim priority derived from the applications/registration set forth in Exhibit I, and iii) that portion of its business relating to the marks and the goodwill appurtenant thereto.

Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may

require in order to vest all right, title, and interest in and to the Mark to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

Signed this 20 day of May, 2008.

WORDLOCK, LLC

By: Todd Basche

Name: Todd Basche

Title: CEO

On the 20 day of May, 2008, before me personally appeared Todd Basche, the person who signed the foregoing instrument, who being by me duly sworn, acknowledged that he/she is the CEO of Wordlock LLC, the Limited Liability Company described in and which executed the foregoing instrument, that he has signed said instrument as a free act on behalf of said Limited Liability Company, and that he has the authority to act on behalf of, and bind, said Limited Liability Company.

SUBSCRIBED AND SWORN to before me on the date stated above.

Rah Basche

Witness Name:

RAAH BASCHE
PRESIDENT, WORDLOCK, LLC

EXHIBIT 1

TRADEMARK APPLICATIONS AND REGISTRATIONS

| Trademark | Application No. | Reg. No. | Appl. Date / Reg. Date |
|----------------------------|-----------------|--------------|---------------------------------------|
| LETTERLOCK | US 78938676 | N/A | July 27, 2006 / TBD |
| EASY TO SET · NEVER FORGET | US 77122828 | N/A | March 5, 2007/ TBD |
| WORDLOCK | CA 1223368 | N/A | July 5, 2004/ TBD |
| WORDLOCK | EU 005318167 | EU 005318167 | August 31, 2006 / January 14, 2008 |
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