

**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>
InfoSpace, Inc.		12/28/2007	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Motricity, Inc.
<b>Street Address:</b>	601 108th Avenue NE
<b>Internal Address:</b>	Suite 1200
<b>City:</b>	Bellevue
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98004
<b>Entity Type:</b>	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2951851	DELIVERING EXPERIENCE
Registration Number:	2944953	FXTONES
Registration Number:	2995700	HITTONES
Registration Number:	3108923	LAFFTONES
Registration Number:	2841583	MOBILEZONE
Registration Number:	2910788	MODALYST
Registration Number:	2706579	MOVISO
Registration Number:	2883214	NUTONES
Registration Number:	2973040	PICSTER
Registration Number:	2968290	REALTONES
Registration Number:	2677021	RINGSTER
Registration Number:	2674403	R RINGSTER
Registration Number:	3306571	SCREENPIX

OP \$490.00 2951851

Registration Number:	3086708	SCREENTONES
Registration Number:	2942913	STARTONES
Registration Number:	3103524	TAKE 5
Registration Number:	2944949	TRUTONES
Registration Number:	2661320	YOURMOBILE
Serial Number:	77197348	MCORE

**CORRESPONDENCE DATA**

Fax Number: (615)252-6392  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 615-252-2392  
Email: csloan@boultcummings.com  
Correspondent Name: Christopher A. Sloan, Esq.  
Address Line 1: 1600 Division Street  
Address Line 2: Suite 700  
Address Line 4: Nashville, TENNESSEE 37203

ATTORNEY DOCKET NUMBER:	104467-000/CAS
NAME OF SUBMITTER:	Christopher A. Sloan, Esq.
Signature:	/christopher a. sloan/
Date:	09/08/2008

Total Attachments: 7  
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of December 28, 2007 (the "Assignment"), is by and between Motricity, Inc., a Delaware corporation ("Assignee"), and InfoSpace, Inc., a Delaware corporation ("Assignor").

### RECITALS

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement (the "Agreement") made and entered into as of October 15, 2007, by and between Assignor and Assignee, pursuant to which Assignor has agreed to transfer to Assignee, and Assignee has agreed to accept and assume from Assignor, all Transferred Business Intellectual Property Rights (as defined in the Agreement) (the "Transferred Business Intellectual Property Rights").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Assignment of Transferred Business Intellectual Property Rights.** Assignor does hereby irrevocably sell, assign, transfer, set over, and deliver, and cause its subsidiaries and affiliates irrevocably to sell, assign, transfer, set over, and deliver to Assignee, in perpetuity and throughout the world, the entire right, title, and interest in and to any and all of the Transferred Business Intellectual Property Rights, including, without limitation the intellectual property rights listed on Schedule A, attached hereto, including, without limitation, the right to sue for and recover damages for any past, present or future infringement of such intellectual property rights, the Transferred Business Intellectual Property Rights to be held and enjoyed by Assignee or its designee(s) as entirely as the same would have been held and enjoyed by the Assignor or its subsidiaries had this sale, assignment and transfer not been made.
2. **Further Assurances.** Assignor does hereby further agree and promise to execute all instruments and render all such assistance as Assignee may request in order to make and prosecute any and all applications on the Transferred Business Intellectual Property Rights or to confirm in Assignee or its designee(s) legal title to the Transferred Business Intellectual Property Rights and all intellectual property rights pertinent to the Transferred Business Intellectual Property Rights in accordance with the Agreement.
3. **Assignment.** This Assignment may not be assigned by Assignor by operation of law or otherwise without the prior written consent of Assignee (which consent shall not be unreasonably withheld).
4. **No Third-Party Beneficiaries.** This Assignment shall be binding upon Assignor, its successors and permitted assigns and shall inure solely to the benefit of Assignee, their successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Assignment.
5. **Amendment.** This Assignment may not be amended or modified except by an instrument in writing signed by, or on behalf of, Assignee and Assignor.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

"ASSIGNOR"

INFOSPACE, INC.  
a Delaware corporation

By: 

Name: James F. Voelker

Title: Chairman, President and CEO

**ACKNOWLEDGMENT**

On this 21st day of December 2007, before me, the above signed, personally appeared James F. Voelker,  personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Sandra L. Flying Cloud  
Notary Public

(Seal)

SANDRA L. FLYING CLOUD  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
MARCH 27, 2011

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT

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TRADEMARK  
REEL: 003848 FRAME: 0709

ACKNOWLEDGED AND ACCEPTED:

"ASSIGNEE"

MOTRICITY, INC.  
a Delaware corporation

By: 

Name: Ryan K. Wenzel

Title: CEO & Chairman

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT

TRADEMARK  
REEL: 003848 FRAME: 0710

**SCHEDULE A**

*U.S. PENDING - PUBLISHED:*

<b>Title</b>	<b>Reg. No. Date Issued</b>  <b>Serial No. Date Filed</b>
SYSTEM FOR SUPPORT, PRODUCTION, MANAGEMENT AND DELIVERY OF MEDIA CONTENT FOR WIRELESS DEVICES	10/243,883 9/13/02

*FOREIGN PENDING:*

<b>Title</b>	<b>Reg. No. Date Issued</b>  <b>Serial No. Date Filed</b>
SYSTEM FOR SUPPORT, PRODUCTION, MANAGEMENT AND DELIVERY OF MEDIA CONTENT FOR WIRELESS DEVICES	Serial No. 375378.4

*Registered Trademarks:*

**UNITED STATES**

<i>Mark</i>	<i>Reg. No. Reg. Date</i>
DELIVERING EXPERIENCE	2951851 5/17/2005
FXTONES (Moviso LLC)	2944953 4/26/2005
HITTONES (Moviso LLC)	2995700 9/13/2005
LAFFTONES	3108923 6/27/2006
MOBILEZONE	2841583 5/11/2004
MODALYST	2910788 12/14/2004

[SCHEDULE A TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

<i>Mark</i>	<i>Reg. No. Reg. Date</i>
MOVISO (Moviso LLC)	2706579 4/15/2003
NUTONES (Moviso LLC)	2883214 9/7/2004
PICSTER	2973040 7/19/2005
REALTONES (Moviso LLC)	2968290 7/12/2005
RINGSTER	2677021 1/21/2003
R RINGSTER (LOGO)	2674403 1/14/2003
SCREENPIX	3306571 10/9/2007
SCREENTONES	3086708 4/25/2006
STARTONES (Moviso LLC)	2942913 4/19/2005
TAKE 5	3103524 6/13/2006
TRUTONES (Moviso LLC)	2944949 4/26/2005
YOURMOBILE	2661320 12/17/2002

[SCHEDULE A TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

*Pending Trademark Applications:*

<i>Mark</i>	<i>Appl. No. Appl. Date</i>
<b>MCORE (US)</b>	<b>77/197,348 6/4/2007</b>
<b>MCORE (CTM)</b>	<b>6,031,512 6/14/2007</b>

*Common Law Trademarks:*

The following sets forth all material common law trademarks included in the Transferred Business Intellectual Property Rights:

- RINGSTER+
- YOUR DIGITAL DIRECTORY

[SCHEDULE A TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]



<i>Mark</i>	<i>Reg. No. Reg. Date</i>
MOVISO (Moviso LLC)	2706579 4/15/2003
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PICSTER	2973040 7/19/2005
REALTONES (Moviso LLC)	2968290 7/12/2005
RINGSTER	2677021 1/21/2003
R RINGSTER (LOGO)	2674403 1/14/2003
SCREENPIX	3306571 10/9/2007
SCREENTONES	3086708 4/25/2006
STARTONES (Moviso LLC)	2942913 4/19/2005
TAKE S	3103524 6/13/2006
TRUTONES (Moviso LLC)	2944949 4/26/2005
YOURMOBILE	2661320 12/17/2002

[SCHEDULE A TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]