

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
Octopi, LLC	FORMERLY Octopi Holdings, LLC	01/16/2009	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	Sony Online Entertainment LLC		
Street Address:	8928 Terman Court		
Internal Address:	Legal Department		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	LTD LIAB JT ST CO: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3204912	JELLY POP	
Registration Number:	3258494	POXNORA	
CORRESPONDENCE DATA			
Fax Number:	(858)577-3356		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(858) 577-3100		
Email:	trademarks@soe.sony.com		
Correspondent Name:	Sony Online Entertainment LLC		
Address Line 1:	8928 Terman Court		
Address Line 2:	Legal Department		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	John Smedley		
Signature:	/John Smedley/		

OP \$65.00 3204912

Date:

01/29/2009

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment") is dated effective as of January 16, 2009 between Octopi, LLC, a limited liability company organized under the laws of Arizona ("Assignor"), and Sony Online Entertainment LLC, a limited liability company organized under the laws of Delaware ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement, dated as of December 23, 2008 (the "Asset Purchase Agreement"), pursuant to which, among other things, Assignor agreed to sell and Assignee to purchase, certain assets of Assignor related to Assignor's business of developing, testing, marketing, sales, operation, support and maintenance of online video games ("Business");

WHEREAS, it is a condition to the Closing of the Asset Purchase Agreement that Assignor enters into this Assignment to transfer to Assignee certain intellectual property related to the Business (the "Assigned IP");

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned IP; and

WHEREAS, Assignee is the Assignor's successor with respect to the Business, to which Business the trademarks and domain names of the Assigned IP pertain, and the Business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in further consideration of the mutual covenants and agreements contained in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of January 16, 2009, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the trademarks set forth in **Schedule I** hereto ("Trademarks"), including but not limited to: (i) all registration rights with respect to the Trademarks, (ii) any rights to prepare and file derivative trademarks with government organizations, (iii) any goodwill related to the Trademarks, and (iv) all income, rights or claims relating to the Trademarks due or payable on or after the date of this Assignment (the "Assigned Trademarks").
2. Assignment of Domain Names. Effective as of January 16, 2009, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the domain names and registrations therefor set forth in **Schedule II** hereto ("Domain Names"), including but not limited to (i) all registration rights with respect to the Domain Names, (ii) any goodwill related to the Domain Names, and (iii) all income, rights or claims relating to the Domain Names due or payable on or after the date of this Assignment (the "Assigned Domain Names").
3. Transfer of Intangible Assets. Effective as of January 16, 2009, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the goodwill and all other intangible assets currently used exclusively in connection with the Business, including,

without limitation, if and to the extent in existence, any and all trade secrets, inventions, designs, copyrights, non-registered trademarks and other intellectual property, know-how, manufacturing methods and processes (the "Assigned Intangible Assets").

4. Assignor represents and warrants (i) that Assignor is the exclusive owner of the Assigned Trademarks, Assigned Domain Names and Assigned Intangible Assets, (ii) that Assignor possesses all rights, title, and interest in and to the Assigned IP; and (iii) that Assignor has the power to enter into this Assignment.
5. Relationship with the Asset Purchase Agreement. Except to the extent set forth in Section 4 above or in the Asset Purchase Agreement, this Assignment is made without representation or warranty. This Assignment is in all respects subject to the provisions of the Asset Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Asset Purchase Agreement, except that the Schedules attached to this Assignment shall take precedence over the schedules to the Asset Purchase Agreement for purposes of this Assignment.
6. Recordation. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Schedule I to Assignee as the assignee of Assignor's entire rights, title and interest therein.
7. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed effective as of the date first written above.

ASSIGNOR:

OCTOPI, LLC, an Arizona limited liability company

By: 

Name: Dan Kopycienski

Title: Managing Member

ASSIGNEE:

SONY ONLINE ENTERTAINMENT LLC, a Delaware limited liability company

By: _____

Name: John Smedley

Title: President

without limitation, if and to the extent in existence, any and all trade secrets, inventions, designs, copyrights, non-registered trademarks and other intellectual property, know-how, manufacturing methods and processes (the "Assigned Intangible Assets").

4. Assignor represents and warrants (i) that Assignor is the exclusive owner of the Assigned Trademarks, Assigned Domain Names and Assigned Intangible Assets, (ii) that Assignor possesses all rights, title, and interest in and to the Assigned IP; and (iii) that Assignor has the power to enter into this Assignment.
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ASSIGNOR:

OCTOPI, LLC, an Arizona limited liability company

By: _____
Name: Dan Kopycienski
Title: Managing Member

ASSIGNEE:

SONY ONLINE ENTERTAINMENT LLC, a Delaware limited liability company

By:  _____
Name: John Smedley
Title: President

SCHEDULE I

TRADEMARKS

U.S. Trademarks

<u>Mark:</u>	<u>Registration No.:</u>	<u>Serial No. for Trademark Application:</u>
JELLY POP	3204912	76658111
PoxNora	3258494	78958996

Canadian Trademarks

<u>Mark:</u>	<u>Registration No.:</u>	<u>Serial No. for Trademark Application</u>
JELLY POP	TMA683344	1291308

SCHEDULE II
DOMAIN NAMES

1. OCTOPI.COM;
2. POXNORA.COM;
3. POXNORA.NET;
4. POXNORA.ORG.