

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
Morgan Lynch		01/11/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Needle, Inc.		
Street Address:	10354 N Forest Creek Dr.		
City:	Cedar Hills		
State/Country:	UTAH		
Postal Code:	84062		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2654248	NEEDLE	
CORRESPONDENCE DATA			
Fax Number:	(801)416-0764		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	801.416.0746		
Email:	jlillywhitepc@comcast.net		
Correspondent Name:	Jeffery M. Lillywhite		
Address Line 1:	12176 Pine Valley Way		
Address Line 4:	Draper, UTAH 84020		
ATTORNEY DOCKET NUMBER:	11014.1		
NAME OF SUBMITTER:	Jeffery M. Lillywhite		
Signature:	/jeffery m lillywhite/		
Date:	02/02/2010		

OP \$40.00 2654248

Total Attachments: 4

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Attachment A

TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is made as of January 11, 2010 (the "*Effective Date*") between Morgan Lynch (the "*Assignor*") and Needle, Inc., a Delaware corporation (the "*Assignee*").

WHEREAS, Assignor is the sole owner of the all trade names, logos, trademarks and service marks, and all trademark and service mark registrations and applications listed in Schedule A (the "*Trademarks*"), and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, rights embodied in domain names and the right to recover for past infringement throughout the world;

WHEREAS, Assignor has acquired goodwill associated with and symbolized by the Trademarks and has not abandoned the same;

WHEREAS, in order to induce certain investors to invest in Assignee, Assignor desires hereby to assign to Assignee all rights, title and interest in and to the Trademarks throughout the world; and

NOW, THEREFORE, for and in consideration of the sum of One U.S. Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor makes the following assignment and agrees as follows:

1. Assignment.

1.1 Assignor hereby irrevocably assigns, transfers and conveys to Assignee all of Assignor's rights, title and interest in and to the Trademarks throughout the world, together with the goodwill of the Assignor's business associated with or symbolized by the Trademarks, and all other rights appurtenant to such Trademarks, including, but not limited to, all common law rights, trade name rights, rights embodied in domain names and the right to recover for past infringement throughout the world, and all rights to profits, damages and other relief for any past, present and future infringement of the Trademarks, and the right to sue and collect the same for Assignee's own use and benefit and the benefit of Assignee's successors, assigns or legal representatives, for and during the existence of the rights and all renewals thereof.

1.2 At any time, and from time to time hereafter, Assignor shall forthwith, upon Assignee's written request, take any and all steps to execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in Assignee and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

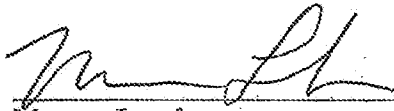
1.3 Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first use of any of the Trademarks to the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

2. Miscellaneous. This Trademark Assignment Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, as applied to contracts made and performed entirely in such State. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable.

[Signature page follows]

IN WITNESS WHEREOF the Assignor has executed these presents the day and year first above written.

ASSIGNOR:

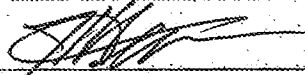

Morgan Lynch

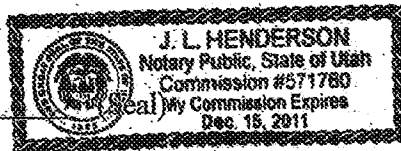
ACKNOWLEDGMENT

State of Utah)
) ss: Salt Lake
County of Utah)

On this 14th day of January 2010, before me, the undersigned, personally appeared Morgan Lynch, 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: 
Notary Public



Accepted by:

NEEDLE, INC.
a Delaware corporation

By: 
Mikko Valimaki, Chief Technology Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

Schedule A

ASSIGNED TRADEMARKS

Mark	Registration Number	Registration Date
NEEDLE	2,654,248	November 26, 2002