

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
Mr. Robert Brown		01/28/2010	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Mechanical Zoo, Inc.		
<b>Street Address:</b>	138 10th Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94103		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77706686	AARDVARK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)938-5200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	650-988-8500		
<b>Email:</b>	trademarks@fenwick.com		
<b>Correspondent Name:</b>	Hoang-chi Truong, Esq.		
<b>Address Line 1:</b>	801 California Street		
<b>Address Line 2:</b>	Fenwick & West LLP		
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94041		
<b>ATTORNEY DOCKET NUMBER:</b>	26282-00070-3847		
<b>NAME OF SUBMITTER:</b>	Hoang-chi Truong, Esq.		
<b>Signature:</b>	/hoangchitruong/		
<b>Date:</b>	02/02/2010		

CH \$40.00 77706686

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Assignment*") is made and entered into as of January 28, 2010, by and between The Mechanical Zoo, Inc., a Delaware corporation having a place of business at 138 10<sup>th</sup> Street, San Francisco, CA 94103 ("*Assignee*"), and Robert Brown, an individual residing at 76 Gladys Street, San Francisco, CA 94110 ("*Assignor*").

WHEREAS, the Assignor and the Assignee are parties to that certain Intellectual Property Assignment Agreement, dated as of January 28, 2010 (the "*IP Assignment Agreement*"), pursuant to which Assignee has acquired certain assets of Assignor and to which Assignee is to receive all of the Assignor's right, title, and interest in and to all of the trade names, trademarks, service marks, and logos together with the goodwill associated with and symbolized by them including, without limitation, those trade names, trademarks, service marks, and logos listed in Schedule I hereto (all such trade names, trademarks, service marks, and logos are referred herein collectively as the "*Assigned Trademarks*").

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

1. Assignment. Assignor hereby assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of its right, title, and interest in, to, and under the Assigned Trademarks, including, without limitation, all common law rights to the Assigned Trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present, and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

2. Further Assurances. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

3. Miscellaneous. This Assignment shall be governed by, and construed in accordance with the laws of the State of California without regard to conflict of laws principles. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have executed this Assignment as evidenced by their duly authorized signatures below.

Robert Brown

By: 

Date: 1/28/2010

The Mechanical Zoo, Inc.

By: 

Name: Max Ventilla

Title: CEO

Date: 1/28/2010

SCHEDULE I

ASSIGNED TRADEMARKS

Trademark Applications and Registrations

Country	Mark	Application No.	Registration No.	Status
U.S.	AARDVARK	77/706,686, filed April 3, 2009	N/A	Pending

Common Law Marks

AARDVARK and Design -



Trade Names

None

ACKNOWLEDGMENT

*Orega*  
State of California )  
County of Coos )

*Melinda Means*

On 1-28-2010, before me, Robert Brown, personally appeared Robert Brown and \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Melinda E Means*  
Notary Public

