

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
Artificial Life, Inc.		03/04/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Artificial Life Asia Limited		
Street Address:	26/F, 88 Hing Fat Street, Causeway Bay		
City:	Hong Kong		
State/Country:	HONG KONG		
Entity Type:	CORPORATION: HONG KONG		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77913700	OPUS-M	
Serial Number:	77913753	OPUS-M	
Serial Number:	77913705	OPUS M	
Serial Number:	77913756	OPUS M	
CORRESPONDENCE DATA			
Fax Number:	(310)496-4289		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	info@artificial-life.com		
Correspondent Name:	Diana Chu		
Address Line 1:	26/F, 88 Hing Fat Street, Causeway Bay		
Address Line 4:	Hong Kong, HONG KONG		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

OP \$1115.00 77913700

900163418

**TRADEMARK
 REEL: 004215 FRAME: 0599**

Address Line 4:

NAME OF SUBMITTER:

Diana Chu

Signature:

/diana chu/

Date:

06/01/2010

Total Attachments: 5

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TRADEMARK AND DOMAIN NAME ASSIGNMENT DEED

MADE THE 4TH DAY OF MARCH 2010

This trademark and domain name assignment deed ("Deed") is by and between Artificial Life, Inc, a corporation formed in accordance with the laws of Delaware with its principal place of business at 520 Broadway, Suite 350, Santa Monica, California 90401 U.S.A. (the "Assignor"), and Artificial Life Asia Limited, a corporation formed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China with its place of business at 26/F, 88 Hing Fat Street, Causeway Bay, Hong Kong (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks that are registered and/or that are undergoing the registration process before the US Patent and Trademark Office ("USPTO") and Office of Harmonization in the Internal Market in Europe ("OHIM") as set forth on Exhibit 1 (the "Trademarks") and all goodwill symbolized by and associated with the business conducted under such Trademarks, which business is ongoing and existing, and

WHEREAS, Assignor is the registered owner of the domain names as set forth in Exhibit 2 (the "Domain Names"), and

WHEREAS, Assignor wishes to assign all the right, title and interest in and to the Trademarks and the Trademarks applications throughout the world and all rights in and relating to the Domain Names to its wholly owned affiliate, the Assignee who accepts the assignment together with the goodwill associated with them.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

In consideration of US\$ 15,000 now paid by the Assignee to the Assignor (receipt of which is acknowledged) the Assignor hereby irrevocably assigns, transfers and conveys to Assignee the entire property, right, title, interest in and to the Trademarks in the United States and in the European Union, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to

apply for trademark registrations within or outside the United States or European Union based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks and the right to sue for damages and all other remedies in respect of any infringement of the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this assignment, transfer and conveyance not been made.

Assignor hereby assigns and transfers to Assignee the entire property, right, title and interest in and to the Domain Names.

The Assignor authorizes the Commissioner of USPTO, other empowered officials of the USPTO, and the OHIM CTM register to record the transfer of the applications for registration set forth in Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents and do such acts or things as may be reasonably necessary to affect this Deed or to confirm Assignee's ownership of the Trademarks.

The Parties shall complete the relevant registrant name change documentation to record the transfer of the Domain Names set forth in Exhibit 2. The Assignor agrees to further execute any documents and do such acts or things as may be reasonably necessary to affect the transfer of the Domain Names or to confirm Assignee's ownership of the Domain Names.

The Assignee is responsible for paying any governmental tax or duty arising out of, or incidental to this Deed including any fee to record this Deed.


This Deed shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of Hong Kong ('Hong Kong') and the parties hereby submit to the exclusive jurisdiction of the Courts of Hong Kong in relation to all matters arising out of this assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Deed as of the date above written.

ASSIGNOR

ARTIFICIAL LIFE, INC.

By:



Name: Eberhard Schoneburg

Title: CEO

Date: March 4, 2010

ASSIGNEE

ARTIFICIAL LIFE ASIA LIMITED

By:



Name: Eberhard Schoneburg

Title: CEO

Date: March 4, 2010

EXHIBIT 1
Trademarks

Registration number	Application date	Trademark	type	Classes
CTM 008809329	14/01/2010	OPUS-M	figurative mark	9, 35, 41, 42
CTM 008811945	14/01/2010	OPUS-M	word mark	9, 35, 41, 42
CTM 008809394	14/01/2010	OPUS M	figurative mark	9, 35, 41, 42
CTM 008812224	15/01/2010	OPUS M	word mark	9, 35, 41, 42
USPTO 77913700	17/01/2010	OPUS-M	figurative mark	9, 35, 38, 42
USPTO 77913753	18/01/2010	OPUS-M	word mark	9, 35, 38, 42
USPTO 77913705	17/01/2010	OPUS M	figurative mark	9, 35, 38, 42
USPTO 77913756	18/01/2010	OPUS M	word mark	9, 35, 38, 42

EXHIBIT 2
Domain Names

1. opus-m.net
2. opus-m.com