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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
QUALCOMM Incorporated		06/28/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Qualcomm Services Labs, Inc.	
Street Address:	5775 Morehouse Drive	
City:	San Diego	
State/Country:	CALIFORNIA	
Postal Code:	92121	
Entity Type:	CORPORATION: CALIFORNIA	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	77702620	VIVE
Serial Number:	85010990	
Serial Number:	77714729	VIVE
Serial Number:	85010993	
Serial Number:	77702618	VIVE
Serial Number:	77714730	VIVE

CORRESPONDENCE DATA

900165897

Fax Number: (202)857-6395

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2027158411

Email: koines.kristen@arentfox.com
Correspondent Name: N. Christopher Norton, Esq.
Address Line 1: 1050 Connecticut Ave., NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER: 032592.00000-ASSIGNM-VIVE

TRADEMARK
REEL: 004234 FRAME: 0334

NAME OF SUBMITTER:	N. Christopher Norton	
Signature:	/N. Christopher Norton/	
Date:	06/30/2010	
Total Attachments: 5 source=executed trademark assigmt vive#page1.tif source=executed trademark assigmt vive#page2.tif source=executed trademark assigmt vive#page3.tif source=executed trademark assigmt vive#page4.tif source=executed trademark assigmt vive#page5.tif		

TRADEMARK REEL: 004234 FRAME: 0335

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated _________, 2010 is made by QUALCOMM Incorporated, a Delaware corporation having its principal place of business located at 5775 Morehouse Drive, San Diego, California 92121 ("Assignor"), to Qualcomm Services Labs, Inc., a California corporation having its principal place of business located at 5775 Morehouse Drive, San Diego, California 92121 ("Assignee").

Assignor is the owner of the trademarks, service marks and logos identified in Exhibit A (collectively, the "Marks") and owns all right, title and interest in, to and under all registrations and applications for the Marks, as well as all common law trademark rights and goodwill inherent in the Marks.

Assignee desires to own, and Assignor desires to assign to Assignee, Assignor's entire right, title and interest in and to the Marks and all accompanying goodwill in the Marks.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby assigns to Assignee Assignor's entire right, title, and interest in and to the Marks and their related registrations, together with any and all of the goodwill of the business symbolized by and associated with the Marks, and all income, royalties, fees, damages, and payments now or hereafter due or payable with respect thereto, and all rights of actions, powers and benefit to the Marks, due or accrued, and including the right to sue for and recover in the Assignee's own name and that of its successors and assigns and other legal representatives all remedies of every nature, including without limitation rights to injunctive relief, damages, profits, royalties, costs and attorney fees, arising out of any infringement of the Marks, or injury to the related goodwill, occurring prior to or after the date of this Assignment.

Assignor agrees that, upon request and without further compensation, Assignor and Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of truthful testimony, that may be necessary or reasonably requested by Assignee for obtaining, sustaining, maintaining, renewing or enforcing the Marks, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to the Marks. In the event that Assignee is unable after reasonable attempt to secure Assignor's signature to any document in connection with the foregoing, Assignor hereby constitutes and appoints Assignee as the Assignor's true and lawful attorney in fact, with full power of substitution in the 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. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

[Signature page follows.]

QUALCOMM Incorporated

(signature)

Robert J. O'Connell

Vice President, Patent Counsel

Qualcomm Services Labs, Inc.

(signature)

James E. Hoffmann

Secretary

[SIGNATURE PAGE TO ASSIGNMENT AGREEMENT]

Exhibit A

Marks

Application Number	Registration Number	Trademark Name	Country
85/010,990		Design (Miss Passer V)	
63/010,990		Design (Vive Person Logo)	United States of America
85/010,993		Design (Vive Person Logo)	United States of America
77/714,729		VIVE & Design	United States of America
77/714,730		VIVE & Design	United States of America
77/702,618		VIVE	United States of America
77/702,620		VIVE	United States of America
2010-028839		VIVE	Japan
2.942.593		VIVE	Argentina
1319694		VIVE	Australia
830.378.154		VIVE	Brazil
1451633		VIVE	Canada
877.382		VIVE	Chile
8532319		VIVE	Community Trademark - EU
D00.2009.030773		VIVE	Indonesia
1858721		VIVE	India
2009-070935		VIVE	Japan
2009-3281		VIVE	Korea, Republic of
1032515		VIVE	Mexico
812225		VIVE	New Zealand
398788	160317	VIVE	Peru
4-2009-009064		VIVE	Philippines

Application Number	Registration Number	Trademark Name	Country
7694412			
7094412		VIVE	China
M 2009 07005		VIVE	Romania
T0910485G		VIVE	Singapore
98039261		VIVE	Taiwan
15100-2009		VIVE	Venezuela
2.942.595	_	VIVE	Argentina
830.378.138		VIVE	Brazil
J00.2009.030776		VIVE	Indonesia
1858723		VIVE	India
1032513		VIVE	Mexico
398789	59776	VIVE	Peru
7694410		VIVE	China
15101-2009		VIVE	Venezuela
2.942.596		VIVE	Argentina
830.378.146		VIVE	Brazil
J00.2009.030778		VIVE	Indonesia
1858724		VIVE	India
1032512	,	VIVE	Mexico
398790	59965	VIVE	Peru
7694389		VIVE	China
15102-2009		VIVE	Venezuela
409085		VIVE	Peru

Application Number	Registration Number	Trademark Name	Country
2.942.594		VIVE	Argentina
830.378.120		VIVE	Brazil
877.383		VIVE	Chile
J00.2009.030775		VIVE	Indonesia
1858722		VIVE	India
1032514		VIVE	Mexico
399898		VIVE	Реги
7694411		VIVE	China
15103-2009		VIVE	Venezuela

RECORDED: 06/30/2010