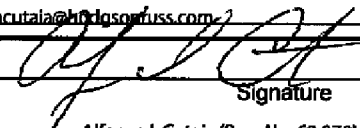


Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): Bebo, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>Buckaroo Acquisition Corp.</u> Internal Address: <u>c/o Criterion Capital Partners, LLC</u> Street Address: <u>11684 Ventura Boulevard, Suite 595</u> City: <u>Studio City</u> State: <u>California</u> Country: <u>US</u> Zip: <u>91604</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>June 16, 2010</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____			
4. Application number(s) or registration number(s) and Identification or description of the Trademark. A. Trademark Application No.(s) <u>77702,138</u>		B. Trademark Registration No.(s) <u>3,138,515</u> <u>3,671,381</u> Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): <u>BEBO</u>			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Alfonzo I. Cutaia</u> Internal Address: <u>Hodgson Russ LLP</u> <u>The Guaranty Building</u> Street Address: <u>140 Pearl Street, Suite 100</u> City: <u>Buffalo</u> State: <u>New York</u> Zip: <u>14202-4040</u> Phone Number: <u>(716) 856-4000</u> Fax Number: <u>(716) 849-0349</u> Email Address: <u>acutaia@hodgsonruss.com</u>		6. Total number of applications and registrations involved: 3	
		7. Total fee (37 CFR 2.6(b)(6) & 3.41) <u>\$120.00</u> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
		8. Payment Information: Deposit Account Number <u>08-2442</u> Authorized User Name <u>Alfonzo I. Cutaia</u>	
9. Signature:  Signature <u>Alfonzo I. Cutaia (Reg. No. 60,070)</u> Name of Person Signing		July 13, 2010 Date Total number of pages including cover sheet, attachments, and document: 7	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1450

EXECUTION COPY**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 16, 2010 ("Effective Date") by and between Bebo, Inc., a Delaware corporation with its principal office at 795 Folsom Street, Suite 250, San Francisco, CA 94107 ("Assignor"), and Buckaroo Acquisition Corp., a Delaware corporation with its principal office at c/o Criterion Capital Partners, LLC, 11684 Ventura Boulevard, Suite 595 Studio City, CA 91604 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated June 14, 2010 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademark registrations and applications set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, and any and all goodwill of the business symbolized by the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

[Signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

BEBO, INC.


By:


Name: Arthur Minson
Title: Vice President & Treasurer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 004241 FRAME: 0674

BUCKAROO ACQUISITION CORP.

By: 
Name:
Title:

[Signature Page to Trademark Assignment]

State of California)
County of San Francisco)

On 6/16/10 before me, PL Davis, Notary Public,
personally appeared ADAM L. DAVIS

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 are 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.

Signature  (Seal)

Commission Expires 7/24/2010



SCHEDULE A**Trademark Registrations and Applications**

Country	Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Class	Owner
Australia	BEBO	Registered	1180528	4/11/2006	1180528	7/23/2007	35 Int., 42 Int.	BEBO, INC.
Australia	FFART	Registered	1118686	4/11/2006	1118686	6/30/2006	42 Int.	Bebo.com, LLC
Canada	BEBO	Registered	1300065	5/2/2006	TMA705415	8/22/2007		BEBO, INC.
European Community	BEBO	Registered	005439229	10/23/2006	005439229	7/21/2008	09 Int., 35 Int., 38 Int., 41 Int., 42 Int., 45 Int.	BEBO, INC.
India	BEBO	Pending	1871808	10/9/2009			45 Int.	BEBO, INC.
Int'l Registration - Madrid Protocol Only	BEBO	Registered	922159	4/11/2006	922159	4/11/2006	35 Int., 42 Int.	BEBO, INC.
Ireland	BEBO	Registered	922159	4/11/2006	922159	9/19/2008	35 Int., 42 Int.	BEBO, INC.
New Zealand	BEBO	Registered	747245	5/3/2006	747245	9/13/2007	45 Int.	BEBO, INC.
United Kingdom	BEBO	Registered	922159	4/11/2006	922159	4/11/2006	35 Int., 42 Int.	BEBO, INC.
United Kingdom	FFART	Registered	884401	4/11/2006	884401	4/11/2006	42 Int.	Bebo.com, LLC
United States of America	BEBO	Registered	78/674857	7/20/2005	3138515	9/5/2006	42 Int.	BEBO, INC.
United States of America	BEBO	Registered	77/095913	1/31/2007	3671381	8/25/2009	35 Int., 38 Int., 42 Int.	BEBO, INC.
United States of America	BEBO	Published	77/702138	3/30/2009			45 Int.	BEBO, INC.