

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		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>
Z2Live, Inc.		09/17/2010	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Z2Live, Inc.		
<b>Street Address:</b>	1525 4th Ave Suite 800		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98101		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85042925	Z2LIVE	
<b>Serial Number:</b>	85048812	JUJU PLAY	
<b>Serial Number:</b>	85049447	FOOTBALLVILLE	
<b>Serial Number:</b>	85054348	RACECRAFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(206)217-2201		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Email:</b>	trademarks@aeonlaw.com		
<b>Correspondent Name:</b>	Adam L.K. Phillip		
<b>Address Line 1:</b>	1525 4th Ave Suite 800		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	Z2LI-2010001		
<b>NAME OF SUBMITTER:</b>	Adam L.K. Philipp		
<b>Signature:</b>	/Adam L.K. Philipp/		

OP \$115.00 85042925

**TRADEMARK**

Date:

09/22/2010

**Total Attachments: 3**

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**ASSIGNMENT**

This Agreement is entered into between the following parties on the 9<sup>th</sup> day of September, 2010:

**ASSIGNOR(S):** Z2Live, Inc., a Washington Corporation

**Located at:** 1525 4<sup>th</sup> Avenue, Suite 800  
Seattle, WA 98101

**ASSIGNEE:** Z2Live, Inc., a Delaware Corporation

**Located at:** 1525 4th Avenue, Suite 800  
Seattle, WA 98101

**I. Summary**

The Assignor is the owner of the Trademarks, Service Marks, Trade Dress and/or domain names ("Trademarks") described in Attachment 1, and the goodwill of the business relating to the computer hosting software (including, but not limited to, application software for mobile phones and other mobile devices), gaming software (including, but not limited to, multi-player video gaming software), and other products ("Products") upon which the Trademarks are used and for which they are registered ("Goodwill").

The Assignor desires to convey, transfer, assign and deliver to the Assignee all of its right title, and interest in and to the Trademarks, along with the Goodwill.

In consideration for the mutual promises, covenants, and Agreements made below, the parties, intending to be legally bound, agree as follows:

**II. Assignment**

The Assignor hereby conveys, transfers, assigns and delivers to the Assignee all of its right, title, and interest in and to the Trademarks, together with (1) the Goodwill; (2) all income, royalties, and damages that become due or payable to the Assignor with respect to the Trademarks, including damages and payments for past or future infringements and misappropriations of the Trademarks; and (3) all rights to sue for past, present and future infringements and misappropriations of the Trademarks; in the United States and its territories, and/or in any other country, region, or other territory in which the Trademarks are used and Goodwill exists. The Assignor further warrants that no share, interest, Assignment or other right to the Trademarks has been transferred, assigned or granted to any other party except as disclosed to the Assignee in the Assignment.

The Assignor further conveys, transfers, assigns, delivers, and contributes to the Assignee all rights in the Trade Dress, labels and designs associated with the Trademarks.

The Assignee further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing or vesting in the Assignee full right, title and interest in the Trademarks.

## General Provisions

The terms and conditions of this Assignment of Trademark Rights shall be binding on and will inure to the benefit of Assignee, its successors, assigns, heirs devisees, legatees, executors, administrators, trustees, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives

No waiver, amendment, or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Assignment will be effective unless in writing and signed by the party against whom such shall waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Assignment or of any breach of series o breaches by the other party of any of the terms or conditions of this Assignment shall constitute a waiver of any subsequent default in performance under this Assignment or any subsequent breach of any terms or conditions of that Assignment. Performance of any obligation required of a party under this Assignment maybe waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver.

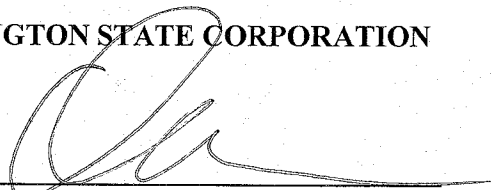
If any provision of this Assignment is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms. Without limiting the previously, it is expressly understood and agreed that each and every provision of this Assignment that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy under this Assignment is determined to have failed of its purpose, all other limitations of liability and exclusion of damages set forth in this section shall remain in full force and effect.

Understood, Agreed, and Accepted:

We have carefully reviewed this contract and agree to and accept its terms and conditions. We are executing this Assignment as the Effective Date first written above.

**Z2LIVE INC., A WASHINGTON STATE CORPORATION**

9/17, 2010  
Date

  
David Bluhm,  
President and Chief Executive Officer

**Assignment Document Return Address:**

ÆON Law  
1525 Fourth Avenue  
Suite 800  
Seattle, Washington 98101  
U.S.A.

ATTACHMENT 1

<b>Serial No.</b>	<b>Attorney Docket No.</b>	<b>Mark</b>	<b>Filing Date</b>
85/042,925	Z2LI-2010003	Z2LIVE	05/19/2010
85/048,812	Z2LI-201004	JUJUPLAY	05/26/210
85/049,447	Z2LI-2010005	FOOTBALLVILLE	05/27/2010
85/054,348	Z2LI-2010007	RACECRAFT	06/03/2010