

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
Trilibis, Inc.		01/05/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Orbit Media, Inc.		
Street Address:	700 S. Claremont St.		
Internal Address:	Suite 110		
City:	San Mateo		
State/Country:	CALIFORNIA		
Postal Code:	94402		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77841905	ORBIT	
Serial Number:	77859608	SOCIAL VOLUME	
CORRESPONDENCE DATA			
Fax Number:	(503)620-4407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	503 806 3734		
Email:	Ken@kwartlerlaw.com		
Correspondent Name:	Kenneth M. Kwartler		
Address Line 1:	Three Centerpointe Drive		
Address Line 2:	Suite 260		
Address Line 4:	Lake Oswego, OREGON 97035		
NAME OF SUBMITTER:	Kenneth M. Kwartler		
Signature:	/Kenneth M. Kwartler/		

OP \$65.00 77841905

Date:

10/09/2010

Total Attachments: 7

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TECHNOLOGY ASSIGNMENT AND LICENSE AGREEMENT

This Agreement is entered as of January 5th, 2010 (the "Effective Date") between **ORBIT MEDIA, INC.**, a Delaware corporation (the "Orbit"), and **TRILIBIS, INC.**, a California corporation ("Trilibis"). The assignment and stock issuance hereunder is intended to qualify for tax-free treatment under Internal Revenue Code Section 351.

1. Assignment. Trilibis hereby assigns to Orbit its right, title and interest in the (i) subject matter referred to in Exhibit A ("Technology"), (ii) all precursors, portions and work in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, production, use, support or maintenance thereof and (iii) all copyrights, patent rights, trade secret rights, trademark rights, mask works rights, *sui generis* database rights and other intellectual property rights and all business, contract rights (to the extent wholly legally assignable without consent) and goodwill in, incorporated or embodied in, and necessary for the conduct of Orbit's business as currently conducted, solely to the extent not also necessary for the conduct of Trilibis's business as currently conducted ((i), (ii) and (iii) are collectively "Intellectual Property").

2. Compensation. Orbit agrees to provide to Trilibis 10,546,196 shares of common stock of Orbit on the date of this Agreement pursuant to the provisions of a Common Stock Purchase Agreement of even date herewith between Orbit and Trilibis. Such shares shall be the only consideration required of Orbit with respect to the subject matter of this Agreement.

3. Shared Contracts. For the first one hundred twenty (120) days after the Effective Date, Trilibis shall allow Orbit to utilize third party services through Trilibis's contracts with Ness and GNI in amounts and manner consistent with the historical usage associated with the Orbit business, upon Orbit's reasonable request. Orbit shall pay Trilibis all fees incurred by Trilibis in connection with Orbit's usage of Ness and GNI services within 30 days of receipt of invoice from Trilibis.

4. License to SmartPath/SmartBuilder Software and Common Libraries. On the Effective Date, Trilibis shall provide Orbit with the source code of the SmartPath and SmartBuilder Software and Common Libraries and all necessary tools and documentation to utilize them (the "Source Code"). Subject to Orbit's compliance with the terms and conditions of this Agreement, Trilibis hereby grants Orbit a currently-effective worldwide, assignable, sublicensable, royalty-free, perpetual, irrevocable license (i) to make, display, perform, use, and reproduce the Source Code; and (ii) to create Derivatives of the Source Code, and (iii) to distribute, offer, sell, import, transmit, and otherwise exploit, in any and every manner and medium now or hereafter known, any Executable Derivatives created pursuant to this license. Developer will confirm its consent to the foregoing, and ratify any action pursuant to the foregoing, at any time requested by Company. "Derivatives" include, without limitation, all derivatives, enhancements, extensions, improvements, modifications, new products and the like, that to any extent incorporate or are based on or related to the Source Code. "Executable Derivatives" are Derivatives in the form capable of being executed by a computer and not in the form typically used by humans for editing.

5. Further Assurances. Trilibis agrees to assist Orbit in every legal way to evidence, record and perfect the Section 1 assignment and to apply for and obtain recordation of and from time to time secure, enforce, maintain and defend the assigned rights.

6. Confidential Information. Trilibis will not use or disclose anything assigned to Orbit hereunder or any other technical or business information or plans of Orbit, except to the extent Trilibis (i) can document that it is generally available (through no fault of Trilibis) for use and disclosure by the public without any charge, license or restriction, or (ii) is permitted to use or disclose such information or plans pursuant to the Proprietary Information and Inventions Agreement by and between Trilibis and Orbit of even date herewith.

7. Warranty. Trilibis represents and warrants to Orbit that it (i) is not aware of any other owner of any right, title or interest in the Intellectual Property, the Technology, or the Source Code, (ii) has not assigned, transferred, licensed, pledged or otherwise encumbered any Intellectual Property, the Technology, or the Source Code or agreed to do so, (iii) has full power and authority to enter into this Agreement and to make the assignment as provided in Section 1, (iv) is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property, the Technology, or the Source Code, and (v) is not aware of any questions or challenges with respect to the patentability or validity of any claims of any existing patents or patent applications relating to the Intellectual Property, the Technology, or the Source Code.

8. Miscellaneous. This Agreement is not assignable or transferable by Trilibis without the prior written consent of Orbit; any attempt to do so shall be void. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set forth below (or such other address as a party may designate by ten (10) days notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

ORBIT MEDIA, INC.

By: ALEX PANEU

Name: ALEX PANEU

Title: CEO

Address: 700 S. CLAREMONT ST. SUITE 110
SAN MATEO CA 94402

TRILIBIS

By: _____

Address: _____

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

ORBIT MEDIA, INC.

By: _____

Name: _____

Title: _____

Address: _____

TRILIBIS

By: *TRBla*

Address: 700 S. Claremont #110
 San Mateo, CA 94400

EXHIBIT A
TO TECHNOLOGY ASSIGNMENT AGREEMENT

1. The U.S. Patent Application number 12563137 filed September 9, 2009 with Attorney Docket number Trilbis.0002 titled, "Method and Apparatus For Touch Screen Indexing Tool," with the named inventor Rish Tinish Mehta
2. The U.S. Trademark registration filing for the word mark "ORBIT" with the serial number 77841905, filed October 5, 2009, and all associated goodwill and common law trademark rights
3. The U.S. Trademark registration filing for the word mark "SOCIAL VOLUME" with the serial number 77859608, filed October 28, 2009, and all associated goodwill and common law trademark rights
4. The domain name registrations and all associated contractual rights in connection with the following domains:
 - a. launchorbit.com,
 - b. orbitlife.com,
 - c. orbitlive.com,
 - d. orbitsocial.com,
 - e. orbitsocialphonebook.com,
 - f. yourorbit.com
5. The software related to Orbit's client-side application named Duomo alpha, Orbit iPhone, and Orbit BB
6. The software related to Orbit's client-side application for the Android operating system, including the software authored by Varun Malhotra named the Android code library and project
7. The custom-built software (including Java and PHP code) related to Orbit's server-side functionality for connecting with its native client-side applications
8. All art & creative referencing Orbit or Social Volume
9. All third party deliverables solely referencing Orbit or Social Volume including but not limited to the work from Sterling, Yourstorycontinues, and Matheson Media (video)
10. All business plans and models to the extent they reference Orbit or Social Volume.
11. Production Servers at GNI's colocation facility named as follows: hera.tmce.biz; isis.tmce.biz; Sirius.tmce.biz

12. The Orbit Development Server (hardware and software), which is currently located in Trilibis Server Room, San Mateo, CA / Serial Number: 8V6MXC1

13. The computer devices listed below:

MacBook Pro	MacBook Pro4, 1	W88385VKYJX
MacBook Pro	MacBook Pro4, 1	W88329E9YJX
MacBook Pro		W88340K9YP4
MacBook Pro	MacBook Pro4, 1	W8832CD4YJX
MacBook Pro	MacBook Pro4, 1	W883101XYJX
Lenovo ThinkPad		L3-B5052 08/11
Lenovo	Lenovo T400	R8 – WGK89 09/08
MacBook Pro	MacBook Pro4, 1	W8831MJ40P1
PC		H47B2BS
Dell Vostro	Vostro 1400	84NGV1S
HP	Pavillion	2CE7070362

14. Mobile Devices

			IC:2503A-RBU20CW PIN:303316F7		
Christine	Blackberry Curve	8330	ESN:07609651909		Verizon
Alex	iPhone 3Gs	3Gs		650-678-3257	AT&T
Kevin	iPhone 3Gs	3Gs	SN:869324223NR	718-877-7687	AT&T
Rish	iPhone 3G (personal account)			408-396-3482	AT&T
Rish 3Gs	iPhone	3Gs		650-863-5177	AT&T
Limzer	iPhone			415-999-9873	AT&T
Gaurav				65-81180227	SingTel(?)
Rao				*+65-92706465"	SingTel(?)
Varun				+919840551765	AirTel (?)
Love				65-98900094	SingTel(?)

15. Blipsocial domains and code related to Blipsocial mobile client applications including:

- Blipsocial mobile client application that differentiates itself by utilizing cell tower based location services, and passes location information to applications such as the Blipsocial Facebook Application, BART app, Yelp local search app, Local Notes, Yahoo Movie Listings
- Thin Blackberry client application that allows you to interface to a variety of applications such as your Facebook friend list.
- Blipsocial Facebook Application code
- Blipdesk web & Blackberry client application
- PHP, YUI, Google Maps based implementation
- J2ME client similar to Blipsocial client application

- Database that includes cell tower database and schema for the above applications
 - Domain names: Blipsocial.com, Blipstream.net
16. Login Credentials to the Apple iStore Account, to the extent they are legally assignable.
 17. Trilibis's rights under the Blackberry Agreements (Alliance Membership), to the extent they are legally assignable.
 18. Credentials and permission to use the RIM Production Push API, to the extent they are legally assignable.
 19. Credentials and permission to use the Facebook Account that holds the Orbit FB Application, to the extent they are legally assignable.
 20. Credentials and permission to use the Twitter Account that holds the Twitter Application, to the extent they are legally assignable.