

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
Thomas Marban		06/09/2010	INDIVIDUAL: AUSTRIA
Ralph Zimmerman		06/09/2010	INDIVIDUAL: AUSTRIA
RECEIVING PARTY DATA			
Name:	PostUp, Inc.		
Also Known As:	AKA FKA TweetUp, Inc.		
Street Address:	130 W. Union Street		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91103		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78954183	POPURLS	
Serial Number:	77409776	POPRANK	
CORRESPONDENCE DATA			
Fax Number:	(626)535-2703		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	626-535-2757		
Email:	ssar@idealab.com		
Correspondent Name:	Susan Sar		
Address Line 1:	130 West Union Street		
Address Line 4:	Pasadena, CALIFORNIA 91103		
NAME OF SUBMITTER:	Deborah Chen		
Signature:	/Deborah Chen/		

OP \$65.00 78954183

900174649

**TRADEMARK
 REEL: 004301 FRAME: 0784**

Date:

10/21/2010

Total Attachments: 3

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ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of this 9th day of June, 2010, by tomatic gmbh, an entity organized under the laws of Austria, Thomas Marban, and Ralph Zimmerman (“Assignors”), to TweetUp, Inc. (“Assignee”).

RECITALS

Assignee and Assignors are parties to an Asset Purchase Agreement dated as of June 9, 2010 (the “Agreement”), pursuant to which Assignors have agreed to sell to Assignee and Assignee has agreed to buy from Assignors the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignors. Pursuant to the Agreement, Assignors has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignors desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignors’ worldwide right, title and interest in, to and under Assignors’ registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the “Marks”).


AGREEMENT

NOW, THEREFORE, Assignors, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, do hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignors’ worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignors had this Assignment of Servicemarks and Trademarks not been made.


Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignors have caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.


TOMATIC GMBH

By: 
Name: THOMAS PROGAN
Title: CEO
Address: HOFGASSE 3
4020 LINZ
AUSTRIA

THOMAS MARBAN

By: 
Name: THOMAS MARBAN
Title: CEO
Address: HOFGASSE 3
4020 LINZ
AUSTRIA

RALPH ZIMMERMAN

By: 
Name: RALPH ZIMMERMANN
Title: PARTNER
Address: KAINZWEG 10
4020 LINZ
AUSTRIA

Schedule A

Service marks, Trademarks and Trade Names

Registered

- "popurls", USPTO # 78-954, registered Sept. 18, 2007
- "popurls", OHIM # 006593404, registered Oct. 14, 2008
- "poprank", USPTO # 77-409, registered Oct. 7, 2008

Unregistered

-twidroid

-popurls.com, popurls tv, popurls mobile for iphone/android/blackberry/palm/regulat, popurls search, popurls archive, popurls widgets, popshuffle, popurls for wii/playstation, accounts on social services such as facebook, twitter and friendfeed

-twittersphere(.com)

-pophub(.com)

-phodroid(.com)