

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the receiving party information listed in the cover sheet previously recorded on Reel 003630 Frame 0924. Assignor(s) hereby confirms the Assigns the entire interest and goodwill.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mophie, Inc.		08/30/2007	CORPORATION: VERMONT
RECEIVING PARTY DATA			
Name:	mStation Corporation		
Street Address:	2850 Red Hill Ave. Suite 128		
City:	Santa Ana		
State/Country:	CALIFORNIA		
Postal Code:	92705		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3227723	MOPHIE	
Registration Number:	3227724	RELO	
Registration Number:	3227725	M MOPHIE	
Serial Number:	77057293	MUEVA	
Serial Number:	77057309	WRAPTOR	
CORRESPONDENCE DATA			
Fax Number:	(619)923-2967		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	619.744.2219		
Email:	mhdonovan@duanemorris.com		
Correspondent Name:	Michelle Hon Donovan		
Address Line 1:	101 West Broadway, Suite 900		
Address Line 4:	San Diego, CALIFORNIA 92101		

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**TRADEMARK
 REEL: 004429 FRAME: 0480**

ATTORNEY DOCKET NUMBER:	F5555-00000
NAME OF SUBMITTER:	Michelle Hon Donovan
Signature:	/Michelle Hon Donovan/
Date:	12/10/2010
Total Attachments: 5 source=Prior Trademark Assignement#page1.tif source=Prior Trademark Assignement#page2.tif source=Prior Trademark Assignement#page3.tif source=Prior Trademark Assignement#page4.tif source=Prior Trademark Assignement#page5.tif	

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
Mophie, Inc.		08/30/2007	CORPORATION: VERMONT

RECEIVING PARTY DATA

Name:	mStation Audio, Inc.
Street Address:	9040 Telstar Avenue, #123
City:	El Monte
State/Country:	CALIFORNIA
Postal Code:	91731
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3227723	MOPHIE
Registration Number:	3227724	RELO
Registration Number:	3227725	M MOPHIE
Serial Number:	77057293	MUEVA
Serial Number:	77057309	WRAPTOR

CORRESPONDENCE DATA

Fax Number: (949)608-8934
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 949-705-6777
 Email: tina@lozaip.com
 Correspondent Name: Christina S. Loza, Esq.
 Address Line 1: 305 North Second Avenue
 Address Line 2: #127
 Address Line 4: Upland, CALIFORNIA 91786

NAME OF SUBMITTER: Christina S. Loza

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TRADEMARK
 REEL: ~~TRADEMARK~~: 0924
 REEL: 004429 FRAME: 0482

Signature:	/Christina S. Loza/
Date:	09/28/2007
Total Attachments: 3 source=Mophie Mstation Assignment Agreement#page1.tif source=Mophie Mstation Assignment Agreement#page2.tif source=Mophie Mstation Assignment Agreement#page3.tif	

ASSET PURCHASE AGREEMENT

Asset Purchase Agreement made as of August 30, 2007 by and between Mophie, Inc., a Delaware corporation (the "Seller"), and mStation Corporation, a California corporation (the "Buyer").

WHEREAS, subject to the terms and conditions hereof, the Seller desires to sell, transfer and assign to the Buyer, and the Buyer desires to purchase from the Seller, the properties, rights and assets specifically identified herein that are used in connection with the Seller's iPod accessory business (the "Business").

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

SECTION 1. PURCHASE AND SALE OF ASSETS.

1.1 Sale of Assets. Upon the terms and subject to the conditions set forth in this Agreement, and the performance by the parties hereto of their respective obligations hereunder, the Seller agrees to sell, assign, transfer and deliver to the Buyer, and the Buyer agrees to purchase from the Seller, all of the Seller's right, title and interest in and to all of the assets set forth below:

(a) Equipment. The equipment and other fixed assets set forth on Schedule 1.1(a), including molds, dies and tooling owned by the Seller related to the production of the Seller's existing iPod accessory products which are listed on Schedule 1.1 (the "Existing Products");

(b) Intellectual Property and Intangible Assets. All of Seller's Intellectual Property in and related to the Existing Products as set forth on Schedule 1.1(b). For purposes of this Agreement, Intellectual Property shall include without limitation, all patents, patent applications, patent rights, and inventions and discoveries and invention disclosures (whether or not patented); the Seller's rights to the names including "Mophie", all related trade names, logos, packaging design, slogans, Internet domain names, registered and unregistered trademarks and service marks and applications therefor, all know-how, trade secrets, confidential or proprietary information, web-sites, goodwill and claims of infringement against third parties;

(c) Inventory. All inventory (the "Inventory") of the Seller related to the Existing Products as of the Closing as specifically set forth on Schedule 1.1(c); and


(d) Contracts. The Seller's right, title and interest in those contracts identified on Schedule 1.1(d) (the "Assumed Contracts").

Except for the assets specifically identified above in subsections (a) through (d) (the "Assets"), the Seller shall retain all right, title and interest to all of its remaining assets, including without limitation all assets, that are not specifically included in the Assets above, that are related to the Seller's "illuminator" web site concept and the Seller's product design business.

IN WITNESS WHEREOF, the Seller and the Buyer have caused this Asset Purchase Agreement to be executed as of the date first above written.

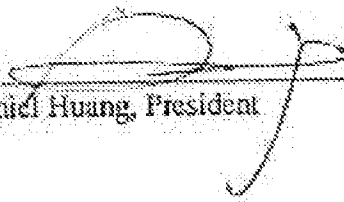
SELLER:

MOPHIE, INC.

By: 
Benjamin Kaufman
President

BUYER:

MSTATION CORPORATION

By: 
Daniel Huang, President

**SCHEDULE 1.1(b)
Intellectual Property**

Registered trademarks:

Mophie
Relio

Unregistered trademarks and pending applications:

Wraptor
Mueva

Internet domain names:

www.mophie.com; www.mophie.tv; www.mophie.us; www.mophie lovesyou.com;
www.mophiehatesyou.com; www.mophie.mobi; www.mophieinnovation.com;
www.mophiemarketing.com; www.mophiemedi.com; www.mophiemob.com;
www.mophiemondays.com; www.mophieproducts.com; and www.mophiepd.com

Web site content and related unregistered copyrights:

www.mopis.com and related pages ancillary thereto

Telephone Number:

1(888)SMOPHIE

Miscellaneous:

Package designs, slogans, trade secrets, product designs and goodwill specifically related to the Existing Products.