

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
Surphace, Inc.		01/31/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Surphace Acquisition, Inc.		
Street Address:	116 East 16th Street		
Internal Address:	12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78786776	SPHERE	
CORRESPONDENCE DATA			
Fax Number:	(312)896-5678		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3124643135		
Email:	msmolucka@loeb.com		
Correspondent Name:	Loeb & Loeb LLP/Tami Carmichael		
Address Line 1:	345 Park Avenue		
Address Line 4:	New York, NEW YORK 10154		
ATTORNEY DOCKET NUMBER:	209718-10009		
NAME OF SUBMITTER:	Mary Ann Smolucka		
Signature:	/s/ Mary Ann Smolucka		
Date:	02/04/2011		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made as of this 31st day of January, 2011 by Surphace, Inc., a Delaware corporation ("Assignor") and Surphace Acquisition, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of various trademarks, service marks, and trade names, including those common law and registered marks described in the attached Schedule I (the "Marks");

WHEREAS, pursuant to that certain Asset Purchase and Sale Agreement, dated January 31, 2011 (the "Asset Purchase Agreement"), by and between, *inter alia*, Assignor and Assignee, Assignor is to enter into this Assignment and transfer the entire right, title and interest in and to the Marks to Assignee.

NOW, THEREFORE, pursuant to Article 2 of the Asset Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, absolutely and forever, the entire right, title and interest, whether statutory or at common law, in and to the Marks, together with the goodwill of the business symbolized by the Marks, and all corresponding registrations and applications, as well as all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including any warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations and indemnifications, of Assignee or Assignor set forth in the Asset Purchase Agreement. This Assignment is intended only to effect the transfer of certain assets transferred pursuant to the Asset Purchase Agreement and shall be governed entirely in accordance with the terms of and conditions of the Asset Purchase Agreement.

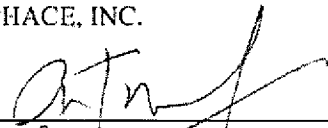
Assignor agrees to execute any further papers and to do such other acts as may be reasonably necessary and proper to vest full title in and to the Marks and other corresponding rights in the Assignee.

Assignor hereby consents to the recordation of this Assignment throughout the world where deemed appropriate by Assignee.

Assignee hereby accepts the assignment of the Marks, applications, and registrations listed in the attached Schedule and all other rights described in this Assignment.

IN WITNESS WHEREOF, the undersigned has executed this Assignment on the date first written above.

SURPHACE, INC.

By: 

Name: Arthur K. Minson

Title: Vice President - Assistant Treasurer

SURPHACE ACQUISITION, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned has executed this Assignment on the date first written above.


SURPHACE, INC.

By: _____

Name: _____

Title: _____

SURPHACE ACQUISITION, INC.

By:  _____

Name: Yaron Galai

Title: CEO

SCHEDULE I

THE MARKS

Unregistered Trademark(s): "SURPHACE"

Registered Trademark(s): U.S. Trademark Registration No. 78786776 for word mark "SPHERE"