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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
Didiom, LLC		l02/25/2011 l	LIMITED LIABILITY COMPANY: CONNECTICUT

RECEIVING PARTY DATA

Name:	Exclaim Mobility, Inc.	
Street Address:	3940 Route 1	
Internal Address:	Building 16A	
City:	Princeton	
State/Country:	NEW JERSEY	
Postal Code:	08540	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3386570	DIDIOM

CORRESPONDENCE DATA

Fax Number: (312)977-9959

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-235-4765

Email: jfassnacht@millermatthiashull.com

Correspondent Name: Harold J Fassnacht

Address Line 1: One North Franklin Street

Address Line 2: Suite 2350

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Harold J Fassnacht
Signature:	/Harold J Fassnacht/
Date:	03/07/2011 TRADEMARK

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Total Attachments: 4 source=Assignment of Trademarks#page1.tif source=Assignment of Trademarks#page2.tif

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made as of this of February, 2011 by and between Didiom, LLC, a Connecticut limited liability company ("Assignor"), and Exclaim Mobility, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.

WHEREAS, Assignor has adopted, used and is using the trademarks and service marks shown on <u>Schedule A</u> attached hereto (the "<u>Trademarks</u>"); and

WHEREAS, Assignee, pursuant to the Asset Purchase Agreement, has acquired on the date hereof from Assignor certain assets and property used in the Assignor's business and Assignee desires acquiring the Trademarks, the registrations and applications for registration of the Trademarks shown in Schedule A and any other registrations and applications for registration of the Trademarks, along with the goodwill of Assignor's business symbolized by the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

- 1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to (i) the Trademarks, (ii) the applications for the registration of the Trademarks shown in Schedule A, (iii) any other registrations and applications for registration of the Trademarks throughout the world, including all extensions and renewals thereof, (iv) all causes of action for infringement or dilution thereof, (v) all income, royalties, damages and payments now or hereafter due or payable with respect thereto and (vi) all claims for damages by reason of past and future infringement or dilution thereof and the right to sue and collect damages for such infringement or dilution, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this Assignment not been made, and the goodwill of the business symbolized by the Trademarks.
- 2. The Assignor agrees to execute and deliver such other documents and to take all such other actions as the Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably be required to effect the terms of this Agreement.

- 3. The Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States of America to record this Assignment to reflect Assignee's ownership of the Trademarks set forth on Schedule A.
- 4. This Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede any of the covenants, agreements, representations or warranties of any of the parties contained in the Asset Purchase Agreement. In the event of a conflict between the terms of this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.
- 5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to the principals of conflicts or choice of law. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all of the parties hereto. The failure of any party to enforce any terms of the provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the parties and their respective assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together will constitute one and the same instrument. The exchange of copies of this Assignment and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Agreement for all purposes.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

"ASSIGNEE"

EXCLAIM MOBILITY, INC.

Name: Jirch Parilch

Title:

President and Chief Executive

"ASSIGNOR"

DIDIOM LLC

By:

Name: Ran Assaf

Title: Chief Executive Officer

SCHEDULE A

Trademarks

TRADEMARK	APPLICATION NUMBER	FILING DATE
DIDIOM	78785316	January 5, 2006

TRADEMARK REEL: 004491 FRAME: 0671

RECORDED: 03/07/2011