

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
ThumbPlay, Inc.		03/16/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ring Acquisition LLC		
Street Address:	55 Second Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3736605	WIDGETRON	
CORRESPONDENCE DATA			
Fax Number:	(650)938-5200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650) 988-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Connie L. Ellerbach		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	25299-00205-1991		
NAME OF SUBMITTER:	Connie L. Ellerbach		
Signature:	/cle 1087/		
Date:	03/22/2011		

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Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of March 16, 2011 ("Effective Date") by and between **THUMBPLAY, INC.**, a Delaware corporation, with its principal office at 599 Broadway-8th Floor, New York, NY 10012, USA ("Assignor"), and **RING ACQUISITION LLC**, a limited liability company of the state of Delaware, with its principal office at 55 2nd Street, San Francisco, California 94105 ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, and the Foreign trademark registrations set forth on Schedule C attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby sells, assigns, transfers and sets over to Assignee, as Assignee hereby assumes, the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any

interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

* * * * *

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

THUMBPLAY, INC.

By: 

Name: Eric Hippeau

Title: President

RING ACQUISITION LLC

By: _____

Name:

Title:

Signature Page Trademark Assignment

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

THUMBPLAY, INC.

By: _____

Name: Eric Hippeau

Title: President

RING ACQUISITION LLC

By:  _____

Name: RUSSELL KLEIN

Title: CEO

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SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Serial Number Filing Date	Registration Number Registration Date
WIDGETRON	77/755072 June 9, 2009	3736605 January 12, 2010

SCHEDULE B
U.S. TRADEMARK APPLICATIONS

None.

SCHEDULE C
FOREIGN TRADEMARK REGISTRATIONS

None.

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RECORDED: 03/22/2011

TRADEMARK
REEL: 004503 FRAME: 0051