

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MOBILE 1 SPORTS LLC		05/11/2011	CORPORATION: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	2283546 ONTARIO INC.		
<b>Street Address:</b>	370 King Street West		
<b>Internal Address:</b>	Suite 435		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5V 1J9		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3630674	SPORTSTAP	
<b>Registration Number:</b>	3631328	LOCALTAP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2128198200		
<b>Email:</b>	fcutajar@whitecase.com		
<b>Correspondent Name:</b>	White & Case LLP		
<b>Address Line 1:</b>	1155 Avenue of the Americas		
<b>Address Line 2:</b>	Patents & Trademarks		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	1138693-002		
<b>DOMESTIC REPRESENTATIVE</b>			

OP \$65.00 3630674

Name: White & Case LLP  
Address Line 1: 1155 Avenue of the Americas  
Address Line 2: Patent & Trademark Department  
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	05/16/2011

Total Attachments: 5  
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, dated as of May 11, 2011 (this "Assignment"), is made by MOBILE 1 SPORTS, LLC, a corporation organized under the laws of the State of Connecticut, having offices at 5 Glenmore Drive, Farmington, CT 06032 ("Assignor"), in favor of 2283546 ONTARIO INC., a corporation incorporated under the laws of the Province of Ontario, with principal offices at 370 King Street West, Suite 435, Toronto, Ontario M5V 1J9 ("Assignee").

### WITNESSETH:

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks listed on the attached Schedule A, all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said trademarks (collectively, the "Marks"); and

WHEREAS, Assignor and Assignee entered into a certain Asset Purchase Agreement, dated as of May 11, 2011 (the "Purchase Agreement"), pursuant to which Assignee agreed to purchase certain assets pertaining to the development, delivery and marketing of sports-related software applications for web and mobile platforms identified therein from Assignor, including the Marks, and Assignor agreed to transfer such Marks to Assignee; and

WHEREAS, Assignor now desires to assign to Assignee all right, title and interest in and to said Marks, together with the goodwill of the businesses with which the Marks are associated, and Assignee desires to acquire all right, title and interest in and to said Marks, together with the goodwill of the businesses with which the Marks are associated.

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

1. Assignor does hereby assign, sell, transfer, and convey, unto Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Marks throughout the world, including all trademark applications and registrations therefor, and any renewals thereof, any common law rights to such Marks, all goodwill of the business symbolized by the Marks, and the right to sue and to collect all damages and payments for claims of past, present, and future infringement or misappropriation thereof.

2. Assignor hereby agrees to execute, upon the request of Assignee, such additional instruments, documents, and papers, and to take other such actions, as are necessary to secure, defend, enforce, register, renew, maintain, and otherwise give full effect to and to perfect the rights of Assignee under this Assignment in and to the Marks worldwide, including all actions necessary to register in the name of Assignee the assignment of the Marks with the United States Patent and Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.

3. This Assignment shall be governed by and construed, and enforced in accordance with, the laws of the State of New York.

4. This Assignment may be executed in any number of counterparts, each of which shall be any original, but such counterparts shall together constitute but one and the same instrument. Facsimile transmission of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

\* \* \*



IN WITNESS WHEREOF, Assignee has caused this Assignment to be duly executed and delivered by their duly authorized officers as of the date first set forth above.

Assignee:

2283546 ONTARIO INC.

By:

Name:

Title:

*John Levy*  
Chairman of the Board, President,  
Chief Executive Officer

PROVINCE OF Ontario )  
CITY OF Toronto )ss:

On this 11<sup>th</sup> day of May 2011, Jennifer Ryke, before me the undersigned, a Notary Public for the Province of Ontario, personally appeared John Levy, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

*Jennifer Ryke*  
Signature of Notary

Notary Seal:

Notary Stamp:

Trademarks

U.S. Registered Trademarks

Mark	Jurisdiction	Reg. No.	Reg. Date
SPORTSTAP	U.S.	3,630,674	June 2, 2009
LOCALTAP	U.S.	3,631,328	June 2, 2009