

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
MobileJam, LLC		06/20/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Lockerz, Inc.		
Street Address:	100 South King Street		
Internal Address:	6th Floor		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3326552	FRIENDS WITH BENEFITS	
CORRESPONDENCE DATA			
Fax Number:	(412)562-1041		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-562-1622		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Duane A. Stewart III		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0076106-000033		
NAME OF SUBMITTER:	Duane A. Stewart III		
Signature:	/Duane A. Stewart III/		

OP \$40.00 3326552

Date:

06/22/2011

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of June 20, 2011 ("Effective Date") by and between MobileJam, LLC, a Delaware Limited Liability Company, having a place of business at P.O. Box 82446, Kenmore, Washington, 98028 ("Assignor") and LOCKERZ, INC., a DELAWARE corporation, having a place of business at 100 S. KING ST., 6TH FL., SEATTLE, WA 98104 ("Assignee").

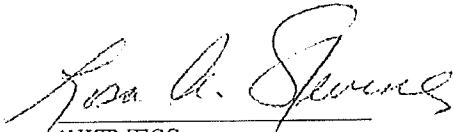
WHEREAS, Assignor is the owner of United States Trademark Registration No. 3,326,552 for "FRIENDS WITH BENEFITS" (hereinafter the "Mark"), and desires to assign the Mark to Assignee; and

WHEREAS, Assignee is desirous of acquiring the Mark.

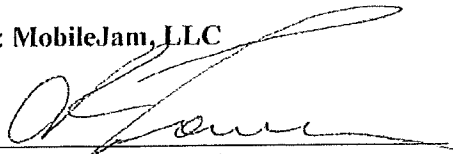
NOW, THEREFORE, FOR VALUABLE CONSIDERATION of [REDACTED] (the "Fee"), the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, conveys, quit-claims, transfers, sets over and delivers unto the Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Mark, including, but not limited to, all state, federal and common law rights in and to the Mark, and the right to sue for past infringement, together with the goodwill of the business symbolized by the Mark. Assignor hereby represents and warrants that it owns the Mark, and that the Mark, and the transfer thereof, is not subject to any liens or encumbrances. Assignee's payment of the Fee to Assignor will be delivered to Assignor (or Assignor's counsel on behalf of Assignor), within 48 hours of Assignee's (or Assignee's counsel on behalf of Assignee) receipt of the executed Assignment signed by Assignor's representative with authority to bind Assignor to this Assignment.

[Signatures Follow]

IN WITNESS WHEREOF, Assignor, by its duly authorized representative, hereby agrees to the terms of this Assignment as of the Effective Date.

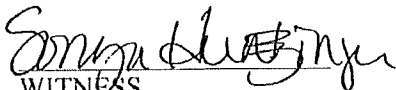

WITNESS

ASSIGNOR: MobileJam, LLC

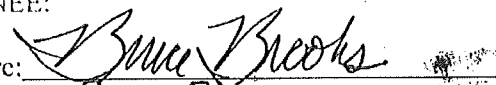
Signature: 
Charles Power, Managing Member

ACCEPTANCE

Assignee, by its duly authorized representative, hereby accepts the terms of this Assignment as of the Effective Date.


WITNESS

ASSIGNEE:

Signature: 
Print Name: BRUCE BROOKS
Title: CHIEF, LEGAL AND BUSINESS AFFAIRS