

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
Stone Lion Ventures, LLC		06/01/2011	LIMITED LIABILITY COMPANY: CONNECTICUT
RECEIVING PARTY DATA			
Name:	RPX Corporation		
Street Address:	Steuart Tower - Suite 700 One Market Plaza		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85286377	PRIORSMART.COM	
Serial Number:	85288694	PRIORSMART	
CORRESPONDENCE DATA			
Fax Number:	(212)336-8001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 336 8000		
Email:	ptodocket@arelaw.com		
Correspondent Name:	Holly Pekowsky, ARE LLP		
Address Line 1:	90 Park Avenue		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	70934/1		
NAME OF SUBMITTER:	Holly Pekowsky		
Signature:	/Holly Pekowsky/		

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TRADEMARK
 REEL: 004581 FRAME: 0034

Date:

07/13/2011

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*"), dated June 1, 2011, is entered into by Stone Lion Ventures, LLC, a Connecticut limited liability company ("*Assignor*"), for the benefit of RPX Corporation, a Delaware corporation ("*Assignee*").

WITNESSETH:

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of June 1, 2011 (the "*Agreement*"), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire the Assets, as defined in the Agreement; and

WHEREAS, pursuant to Section 1.01(d) of the Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to all of the trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, as set forth in the Agreement, including, without limitation, those trademarks, service marks, and trade names listed in Attachment 1 hereto (all such trademarks, service marks, and trade names referred to collectively as the "*Assigned Trademarks*");

NOW, THEREFORE, in consideration of entering into the Agreement and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest worldwide in and to the Assigned Trademarks, including without limitation all registrations that have been or may be granted for any of the Assigned Trademarks, any application to register the same, common law rights in the Assigned Trademarks, including those for which no applications or registrations exist, together with the goodwill symbolized thereby and the goodwill of the business in connection with which the Assigned Trademarks are used or proposed to be used, and further including all claims for damages by reason of past infringement of the Assigned Trademarks, with the right to sue for, and collect, the same for Assignee's own use and benefit. With respect to all of the Assigned Trademarks in pending, intent-to-use applications, the parties hereto acknowledge that the portion of the business, which is ongoing and existing, to which the Assigned Trademarks pertain is also being transferred to Assignee pursuant to the Agreement.

The Assignor agrees to execute and deliver such other lawful documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, rightful oaths, samples, exhibits, specimens and other lawful documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices, all at Assignee's sole cost and expense.

This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

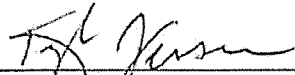
Assignor and Assignee certifies to the other that it has the authority to execute this Assignment and to bind said party.

This Assignment may be executed in counterparts, each of which will be deemed an original and all of which, taken together, shall constitute one instrument.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed by its authorized representative on and as of the day and year first above written.

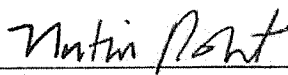
ASSIGNOR

STONE LION VENTURES, LLC,
a Connecticut limited liability company

By: 
Kyle Jensen
Manager

ASSIGNEE

RPX CORPORATION,
a Delaware corporation

By: 
Martin Roberts
Vice President

Attachment 1

ASSIGNED TRADEMARKS

MARK: PRIORSMART

The mark consists of standard characters, without claim to any particular font, style, size, or color.

Application and assigned serial number: 85288694

MARK: PRIORSMART.COM

The mark consists of standard characters, without claim to any particular font, style, size, or color.

Application and assigned serial numbers: 85286377