

LEE J. EULGEN, NEAL GERBER &amp; EISENBERG COMPANY: TWO NORTH LASALLE STREET

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.107/22/2011  
900197764

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAZR USA LLC		07/05/2011	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	MOTOROLA MOBILITY, INC.		
Street Address:	600 N. U.S. Highway 45		
City:	Libertyville		
State/Country:	ILLINOIS		
Postal Code:	60048		
Entity Type:	CORPORATION: <i>Delaware</i>		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85365811	RAZR	
Registration Number:	3692609	RAZR	
Registration Number:	3692608	RAZR	
CORRESPONDENCE DATA			
Fax Number:	(312)269-1747		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	mhoffman@ngelaw.com		
Correspondent Name:	Lee J. Eulgen, Neal Gerber & Eisenberg		
Address Line 1:	Two North LaSalle Street.		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	23994.0751		
NAME OF SUBMITTER:	Lee J. Eulgen		
Signature:	/Lee J. Eulgen/		

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07/25/2011 REEL 004592 FRAME 0205 004

:LEE J. EULGEN, NEAL GERBER & EISENBERG COMPANY:TWO NORTH LASALLE STREET

Date:

07/22/2011

Total Attachments: 2

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TRADEMARK

LEE J. EULGEN, NEAL GERBER & EISENBERG COMPANY: TWO NORTH LASALLE STREET

ATTACHMENT A

DEBTOR:

RAZOR USA LLC  
16200A CARMENITA ROAD  
CERRITOS, CA 90703

SECURED PARTY:

MOTOROLA MOBILITY, INC.  
600 N. U.S. HIGHWAY 45  
LIBERTYVILLE, IL 60048

COLLATERAL DESCRIPTION:

Debtor hereby grants to Secured Party a first priority security interest in and to (i) the Licensed Mark, as hereinafter defined, to the extent pertaining to the Licensed Articles, as hereinafter defined; (ii) all goodwill associated with the Licensed Mark to the extent it pertains to the Licensed Articles; (iii) all applications and registrations covering the Licensed Mark to the extent they pertain to any of the Licensed Articles; (iv) all claims and rights to sue for past, present or future infringements of the Licensed Mark as they pertain to the Licensed Articles by any party other than the Debtor or Secured Party (v) all proceeds of any of the foregoing; and (vi) all books and records related to the Licensed Mark to the extent they pertain to the Licensed Articles.

DEFINITIONS:

"Licensed Mark" shall mean the mark RAZR whether in block letter form or any stylized form, and shall mean any mark substantially similar thereto but specifically excludes the Motorola Marks.

"Licensed Articles" shall mean the Mobile Communications Products, Computers, and related Software, Accessories and Services, but shall exclude goods that are designed, intended, and marketed primarily for use as a video gaming device or where the primary function of such goods is to play video games.

All capitalized terms not defined in this Attachment A shall have the respective meanings as set forth in the License Agreement dated as of June , 2011 between the Debtor and the Secured Party.

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