

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
JAGTAG, INC.		07/25/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AUGME TECHNOLOGIES, INC.		
Street Address:	43 West 24th Street		
Internal Address:	11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3745091	JAGTAG	
CORRESPONDENCE DATA			
Fax Number:	(703)312-6666		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(703) 312-6600		
Email:	dstout@antonelli.com		
Correspondent Name:	Donald E. Stout		
Address Line 1:	1300 No. 17th Street		
Address Line 2:	Suite 1800		
Address Line 4:	Arlington, VIRGINIA 22209		
ATTORNEY DOCKET NUMBER:	1578.10346G00		
NAME OF SUBMITTER:	Donald E. Stout		
Signature:	/Donald E. Stout/		

OP \$40.00 3745091

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TRADEMARK
REEL: 004610 FRAME: 0001

Date:

08/23/2011

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Assignment”), dated as of July 22, 2011 (the “Effective Date”), is made by and between JAGTAG, INC., a Delaware corporation (“Assignor”), and AUGME TECHNOLOGIES, INC., a Delaware corporation (“Assignee”).

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of July 20, 2011 (the “Asset Purchase Agreement”), pursuant to which Assignee has agreed to purchase and accept, and Assignor has agreed to sell, transfer, convey and assign to Assignee all of Assignor’s right, title and interest in and to the Marks included in the Intellectual Property Assets (including, without limitation, the Marks listed in Schedule A hereto) (the “Marks”).

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, transfers, conveys and assigns to Assignee, its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor’s right, title and interest in and to the Marks, together with all goodwill associated therewith and the right to sue or recover and retain damages and costs and attorneys’ fees for past, present and future infringement, dilution, passing off or misappropriation of the Marks and to fully and entirely stand in the place of Assignor in all matters related to the Marks.

2. (a) Cooperation. This Assignment has been executed and delivered by Assignor for the purpose of recording the assignment herein with the appropriate Governmental Body. At Assignee’s sole cost and expense, Assignor and the Stockholder Representative shall execute and deliver such other documents and take all such other commercially reasonable actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, including its recordation in relevant state and national trademark offices.

(b) Trademark Office Authorization. Assignor and Assignee represent, warrant, authorize and request the Commissioner for Patents and Trademarks of the United States, and all officials of countries or regions in and foreign to the United States having authority so to do, to register and/or issue all such Marks and/or other grants of protection upon said Marks to the Assignee or to such nominees as it may designate.

3. General Provisions. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Asset Purchase Agreement. This Assignment, Schedule A hereto and the Asset Purchase Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

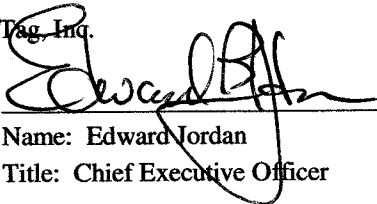
4. Governing Law; Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the Legal Requirements of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the Legal Requirements of another jurisdiction. Both Assignee and Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the Borough of Manhattan in the City of New York, New York for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

5. Counterparts. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[Remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

JagTag, Inc.

By  _____

Name: Edward Jordan

Title: Chief Executive Officer

Augme Technologies, Inc.

By _____

Name: Paul Arena

Title: Chief Executive Officer

**ACKNOWLEDGED AND AGREED
AS TO PARAGRAPH 2 (COOPERATION)**

Stockholder Representative

 _____

Gerrit Besselaar

[Notary signatures follow]

STATE OF PA)

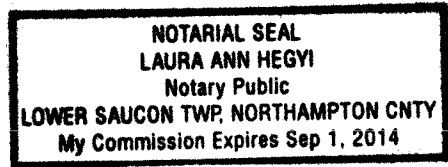
) ss.:

COUNTY OF Northampton

On this ___ day of ___ 2011, before me, the undersigned, a notary public in and for said state and county, personally appeared Edward Jordan, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of JagTag, Inc., a Delaware corporation, as the Chief Executive Officer of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.


Notary Public

(Affix Seal Below)



IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

JagTag, Inc.



By _____

Name: Edward Jordan

Title: Chief Executive Officer

Augme Technologies, Inc.

By

Name: Paul Arena

Title: Chief Executive Officer

**ACKNOWLEDGED AND AGREED
AS TO PARAGRAPH 2 (COOPERATION)**

Stockholder Representative

Gerrit F. Besselaar

[Notary signatures follow]

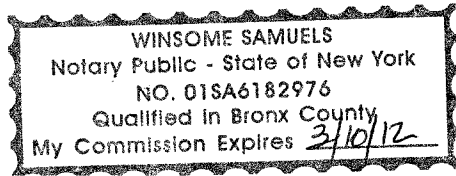
STATE OF New York)
COUNTY OF Bronx) ss.:

On this 25 day of July 2011, before me, the undersigned, a notary public in and for said state and county, personally appeared Paul Arena, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Augme Technologies, Inc. as the Chief Executive Officer of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.



Notary Public

(Affix Seal Below)



SCHEDULE A

TO TRADEMARK ASSIGNMENT AGREEMENT

Country	Registration No.	Registration Date	Mark
US	3,745,091	February 2, 2010	Jagtag