

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
ROCKYOU PTY LIMITED		08/30/2011	CORPORATION: AUSTRALIA
RECEIVING PARTY DATA			
Name:	ROCKYOU, INC.		
Street Address:	425 Broadway		
City:	Redwood City		
State/Country:	CALIFORNIA		
Postal Code:	94063		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85254060	GALACTIC TRADER	
CORRESPONDENCE DATA			
Fax Number:	(415)392-0827		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-392-1960		
Email:	trademarkgroup@sideman.com		
Correspondent Name:	Kelly Phair McCarthy		
Address Line 1:	One Embarcadero Center, 8th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	7151-1		
NAME OF SUBMITTER:	Barbara Bruntlett		
Signature:	/Barbara Bruntlett/		
Date:	08/30/2011		
Total Attachments: 3 source=Galactic Trader TM Agmt#page1.tif source=Galactic Trader TM Agmt#page2.tif source=Galactic Trader TM Agmt#page3.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement"), entered into this 30th day of August, 2011, by and between **RockYou Pty Limited** ("Pty Limited") a corporation organized and existing under the laws of the country of Australia, having its address at Unit 2B, 50 MacLachlan Street, Fortitude Valley, Queensland, Australia and **RockYou, Inc.** ("**RockYou**") a corporation organized and existing under the laws of the state of Delaware, having its address at 425 Broadway, Redwood City, California 94063, USA.

WITNESSETH

WHEREAS, Pty Limited is the owner of certain a United States trademark application ("**Application**") more particularly described on Attachment A attached hereto; and

WHEREAS, RockYou purchased all rights title and interest to the Application in accordance with the Share Purchase Agreement ("**Purchase Agreement**") executed on May 27, 2011 between the Parties.

WHEREAS, in accordance with the Purchase Agreement and in compliance with Section 10 of the Trademark Act, 15 U.S.C. §1060; 37 C.F.R. §3.16, RockYou is a successor to Pty Limited's business to which the Application pertains.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. Pty Limited, on behalf of itself and its predecessors and successors in interest, hereby transfers and assigns to RockYou all of Pty Limited's existing right, title and interest in and to (i) the Application, (ii) the business to which the Application pertains, (iii) all of Pty Limited's foreign and common law rights to the term "Galactic Trader" and (iv) all goodwill associated therewith. The parties agree to execute any documents in any jurisdiction as may be required to accomplish the transfer and assignment of all right, title, interest and goodwill that Pty Limited has Application or the term "Galactic Trader" to RockYou.

2. Trademark Ownership; Prosecution of Infringements; Cooperation. Pty Limited acknowledges that RockYou is the sole and exclusive owner of, and has the sole and exclusive right to use, register and enforce the Application and the term "Galactic Trader" as it is currently used or intended to be used on the goods and services described in the Application. Each party shall reasonably cooperate with the other party, as is reasonably necessary in any investigation, action or proceeding against a trademark infringement, opposition, cancellation or other action involving the Application.

3. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

4. Governing Law. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to any choice of law or conflicts of laws principles of such state; provided, however, that any aspects of this Agreement that are the subject matter of the United States Lanham Act shall be governed by the federal laws of the United States.

5. Attorneys' Fees. In any action brought to resolve a dispute or claim arising under or related to this Agreement, the prevailing party shall be entitled to recover its costs, including attorneys' fees actually incurred.

6. Entire Agreement. This Agreement and the Purchase Agreement contain the entire and only agreement between the parties and supersede all previous and contemporaneous oral and written agreements, discussions, communications, negotiations, commitments and writings with respect to the subject matter hereof. The terms and conditions of this Agreement may be altered, modified, changed or amended only by a paper writing executed by duly authorized representatives of the Parties.

7. Waiver of Rights. The observance of any term of this Agreement may be waived only by a paper writing executed by a duly authorized representative of the party to be bound. Waiver of any provision of this Agreement, or the failure by either party to enforce any provision of this Agreement, will not be deemed a waiver of future enforcement of that or any other provision.

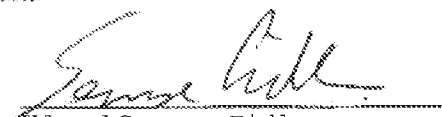
8. Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to effect to the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above-written.

ASSIGNOR:

RockYou Pty Limited
Unit 2B, 50 McLachlan Street
Fortitude Valley, Queensland
Australia

By:



[Name] George Fidler

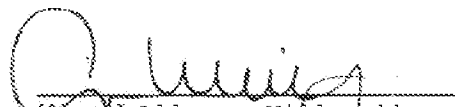
Its:

[Title] S. M.

ASSIGNEE:

RockYou, Inc.
425 Broadway
Redwood City, CA 94063, USA

By:



[Name] Allyson Willoughby

Its:

[Title] General Counsel

ATTACHMENT A

Trade Name	Trade Symbol No.	Class
GALACTIC TRADER	85254060	41