

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
Hourtown, Inc.		08/18/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BookFresh LLC		
Street Address:	8 Bernice Street, Unit 102		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77768646	BOOKFRESH	
Registration Number:	3754176		
CORRESPONDENCE DATA			
Fax Number:	(415)882-3232		
Phone:	415.882.3200		
Email:	tmparalegal@owe.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Linda Joy Kattwinkel		
Address Line 1:	455 Market Street, 19th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:		BOOKF90001	
NAME OF SUBMITTER:		Linda Joy Kattwinkel	
Signature:		/Linda Joy Kattwinkel/	

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TRADEMARK
 REEL: 004627 FRAME: 0215

Date:

09/21/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is dated as of August 18, 2011 (the "Effective Date") between Sugar Publishing Inc., a Delaware corporation ("Sugar"), Hourtown, Inc., a Delaware corporation and wholly owned subsidiary of Sugar ("Hourtown" and together with Sugar, the "Assignor"), and BookFresh LLC, a California limited liability company (the "Assignee").

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement dated August 18, 2011 (the "Purchase Agreement"); and

WHEREAS, the Assignor has agreed to transfer, contribute and assign to the Assignee all of the Assignor's right, title and interest in and to the marks and/or trade names set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, in consideration of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing after the Effective Date with respect to the Marks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

2. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, personal representatives, successors and assigns.

4. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective executors, heirs, personal representatives, successors and assigns any rights or remedies hereunder.

5. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of California, without giving effect to any choice of Law or conflicts of

Laws rules or provision (whether of the State of California or any other jurisdiction) that would cause the application of the Laws of a jurisdiction other than the State of California.

6. This Assignment may be executed and delivered (including by facsimile transmission) in two or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this Assignment as of the date first written above.

ASSIGNOR:

SUGAR PUBLISHING INC.

By: BL
Brian Sugar, President

HOURTOWN, INC.

By: Bh
Brian Sugar, President

ASSIGNEE:

BOOKFRESH LLC

By: _____
Name: Dominic Ang
Title: Manager

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this Assignment as of the date first written above.

ASSIGNOR:

SUGAR PUBLISHING INC.

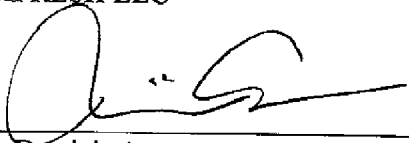
By: _____
Brian Sugar, President

HOURTOWN, INC.

By: _____
Brian Sugar, President

ASSIGNEE:

BOOKFRESH LLC

By:  _____
Name: Dominic Ang
Title: Manager

Signature page to Trademark Assignment

TRADEMARK
REEL: 004627 FRAME: 0220

SCHEDULE A

Design (Bookfresh) Service Mark, U.S. Regis. No. 3,754,176

Bookfresh (Name), U.S. Application Serial No. 77768646