

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Xceive Corporation		09/27/2011	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Xceive (Assignment for the Benefit of Creditors), LLC		
<b>Street Address:</b>	1100 La Avenida		
<b>City:</b>	Mountain View		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94043		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3172649	QUICKTUNE	
Registration Number:	2907162	XCEIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)984-8701		
<b>Phone:</b>	415-984-8922		
<b>Email:</b>	jtaylor@omm.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Jennifer Taylor, Esq.		
<b>Address Line 1:</b>	O'Melveny & Myers LLP		
<b>Address Line 2:</b>	Two Embarcadero Center, 28th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	186063-04		
<b>NAME OF SUBMITTER:</b>	Alexandra Echery		
<b>Signature:</b>	/Alexandra Echery/		

**CH \$65.00 3172649**

**TRADEMARK**

Date:

10/03/2011

**Total Attachments: 3**

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TRADEMARK ASSIGNMENT AGREEMENT


WHEREAS, by resolution of the board of directors of Xceive Corporation, a California corporation ("Xceive" or "Assignor"), and with the consent of the requisite number of shareholders of Xceive, on September 27, 2011, Xceive, in accordance with the assignment for benefit of creditor laws of the State of California, transferred ownership of all of its right, title and interest in and to all of its assets to Xceive (Assignment for the Benefit of Creditors), LLC, a California limited liability company ("Assignee"), and in so doing has also designated Assignor to act as the assignee for the benefit of creditors of Xceive (the "General Assignment");

WHEREAS, Assignor and Assignee desire to memorialize the transfer of Assignor's trademarks and related rights to Assignee.

NOW, THEREFORE, BE IT KNOWN, pursuant to the General Assignment, Assignor has conveyed, assigned, transferred, delivered and set over to Assignee, its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all right, title and interest in and to any and all trademark rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Assignor immediately prior to the consummation of the General Assignment, including those set forth in Schedule A hereto, together with all common law rights therein and the right to sue for past infringement of any and all of said trademarks.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed by its duly authorized officer as of the date first written above.

Xceive Corporation

Name: JEAN-LOUIS BORLES 

Title: CEO

Xceive (assignment for the benefit of creditors), LLC, in its sole and limited capacity as the assignee for the benefit of creditors of Xceive Corporation

By: 

Name: Mungo A. Man

Title: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

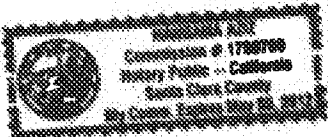
CIVIL CODE § 1189

State of California

County of Santa Clara

On 9/22/11 before me, [Signature]

personally appeared Michael R. Mady  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]  
Name(s) of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Individual  Individual

Partner —  Limited  General  Partner —  Limited  General

Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

**Schedule A**

***Trademarks***

<b>Mark</b>	<b>Serial/ Registration Number</b>	<b>Filing/ Registration Date</b>	<b>Owner</b>	<b>Status</b>
QUICKTU NE	Serial No. 78/528,930 Reg. No. 3,172,649	Filing Date 12/8/2004 Reg. Date 11/14/2006	Xceive Corporation	Registered (Supplemental Register)
XCEIVE	Serial No. 78/092,407 Reg. No. 2,907,162	Filing Date 11/8/2001 Reg. Date 11/30/2004	Xceive Corporation	Registered