

**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 (Assignment for the Benefit of Creditors), LLC		09/27/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cresta Technology Corporation		
<b>Street Address:</b>	2880 Lakeside Drive, Suite 201		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<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		

CH \$65.00 3172649

**900203627**

**TRADEMARK  
 REEL: 004634 FRAME: 0737**

Signature:	/Alexandra Echery/
Date:	10/03/2011
Total Attachments: 5 source=Xceive - Trademark Assignment to Cresta#page1.tif source=Xceive - Trademark Assignment to Cresta#page2.tif source=Xceive - Trademark Assignment to Cresta#page3.tif source=Xceive - Trademark Assignment to Cresta#page4.tif source=Xceive - Trademark Assignment to Cresta#page5.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of September 27, 2011, by and between Xceive (Assignment for the Benefit of Creditors), LLC, a California limited liability company (in its sole and limited capacity as Assignee for the Benefit of Creditors of Xceive Corporation), having an address at 1100 La Avenida, Mountain View, CA 94043 (“*Xceive*” or “*Assignor*”), and Cresta Technology Corporation, a Delaware corporation, having an address at 2880 Lakeside Drive, Suite 201, Santa Clara, CA 95054 (the “*Assignee*”), with reference to that certain Asset Purchase Agreement dated September 27, 2011. Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

**WHEREAS**, pursuant to the terms of the General Assignment Agreement between Xceive Corporation (the “*Company*”) and the Assignor, all of the Company's rights, title and interest in the Company's trademarks and trademark applications, as applied for and/or registered and identified in Schedule A attached hereto (the “*Marks*”) have been assigned to the Assignor;

**WHEREAS**, Assignor desires to assign to Assignee all the right, title and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized thereby, and Assignee desires to accept such assignment;

**WHEREAS**, the Asset Purchase Agreement requires Assignor to deliver at closing such further documents as might be required to reflect Assignor's assignment to Assignee of the Marks, along with the goodwill of the business symbolized thereby;

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignee is the successor to the portion of the business of Assignor to which the Marks pertain; and

**WHEREAS**, the parties accordingly wish to execute this recordable instrument, assigning all of Assignor's right, title and interest in and to the Marks, including the goodwill, associated therewith to Assignee;

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest throughout the world in and to the Marks, together with all of the goodwill of Assignor's existing and ongoing business symbolized by or associated with the Marks, including, without limitation, any registrations that issue from the trademark applications, renewals and extensions of registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made, as well as all rights to any actions, causes of

action and rights to recover damages and payments for past, present or future infringements or misappropriations thereof.

2. Assignor hereby authorizes and requests the United States Patent and Trademark Office (and any corresponding trademark office in any other country) to issue registrations in accordance with this Agreement and record Assignee as the owner and assignee of the Marks.

3. Assignor agrees to undertake commercially reasonable efforts to assist Assignee to evidence, record and perfect the assignment hereunder.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

**ASSIGNOR:**

Xceive (Assignment for the Benefit of Creditors), LLC,  
In its sole and limited capacity as  
Assignee for the Benefit of Creditors  
Of Xceive Corporation

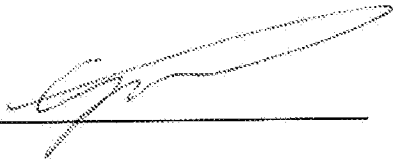
By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**ASSIGNEE:**

CRESTA TECHNOLOGY CORP.

By:  \_\_\_\_\_

Its: CEO \_\_\_\_\_

Date: \_\_\_\_\_

action and rights to recover damages and payments for past, present or future infringements or misappropriations thereof.

2. Assignor hereby authorizes and requests the United States Patent and Trademark Office (and any corresponding trademark office in any other country) to issue registrations in accordance with this Agreement and record Assignee as the owner and assignee of the Marks.

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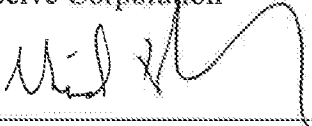
IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

**ASSIGNOR:**

**ASSIGNEE:**

Xceive (Assignment for the Benefit of Creditors), LLC,  
In its sole and limited capacity as  
Assignee for the Benefit of Creditors  
Of Xceive Corporation

CRESTA TECHNOLOGY CORP.

By:  \_\_\_\_\_

By: \_\_\_\_\_

Its: MANAGER \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Santa Clara

On 9/22/11

before me,

Hongmei Ai, notary public

(Print Name and Title of the Officer)

personally appeared

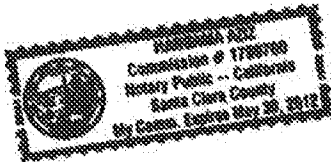
Michael A. Maudy

(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: Hongmei Ai

(Signature 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

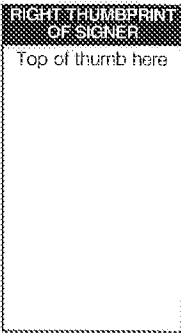
Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

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

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



**Schedule A to Trademark Assignment**

<b>Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>
Quicktune	78/528,930	3,172,649
Xceive	78/092,407	2,907,162