

**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>
MMV Capital Partners Inc.		08/31/2011	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Double Fusion Inc.		
<b>Street Address:</b>	2434 Main Street		
<b>Internal Address:</b>	suite 202		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90405		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77963754	BLUE NOODLE ENTERTAINMENT	
<b>Serial Number:</b>	85017566	HAPPY THOUGHTS	
<b>Serial Number:</b>	77963742	PRIZE-O-RAMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)399-0382		
<b>Phone:</b>	972-26511919		
<b>Email:</b>	danielc@tslaw.co.il		
<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>	Tulchinsky Stern & Co. Law Offices		
<b>Address Line 1:</b>	Nahum Hafzadi		
<b>Address Line 2:</b>	5, Beit Ofer		
<b>Address Line 4:</b>	Jerusalem, ISRAEL 95484		
<b>NAME OF SUBMITTER:</b>	Double Fusion Inc.		

OP \$90.00 77963754

**900206094**

**TRADEMARK  
 REEL: 004652 FRAME: 0938**

Signature:	/Double Fusion Inc./
Date:	11/02/2011
Total Attachments: 9 source=Patent & Trademarks Assignment#page1.tif source=Patent & Trademarks Assignment#page2.tif source=Patent & Trademarks Assignment#page3.tif source=Patent & Trademarks Assignment#page4.tif source=Patent & Trademarks Assignment#page5.tif source=Patent & Trademarks Assignment#page6.tif source=Patent & Trademarks Assignment#page7.tif source=Patent & Trademarks Assignment#page8.tif source=Patent & Trademarks Assignment#page9.tif	

### PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment") is made and entered into as of 31<sup>st</sup> August 2011, by and between MMV Capital Partners Inc., a Canadian corporation, (the "Assignor") and Double Fusion, Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated 31<sup>st</sup> August 2011;

WHEREAS, this Assignment is contemplated pursuant to the terms of the Asset Purchase Agreement;

WHEREAS, Assignor owns certain right, title, interest, benefits and privileges in and to the patent-related intellectual property of Blue Noodle, Inc. by virtue of a Credit Agreement dated December 6, 2010, and General Security Agreement dated December 6, 2010, (as identified in Schedule A of the Asset Purchase Agreement), which patent-related intellectual property is listed in Exhibit A annexed hereto (the "Patent-Related Intellectual Property");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor wishes to assign to Assignee, Assignor's entire right, title, interest, benefits and privileges in and to the Patent-Related Intellectual Property; and

WHEREAS, Assignee is desirous of acquiring Assignor's entire, right, title, interest, benefits and privileges in and to the Patent-Related Intellectual Property.

NOW, THEREFORE, for and in consideration of the premises of the mutual covenants contained herein, and in consideration of the sum of One Dollar (\$1.00) or the equivalent thereof, and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, the Assignor and Assignee do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.
2. Assignment. Effective as of 12:00 a.m. (Eastern Standard Time) on 31<sup>st</sup> August 2011 (the "Effective Time"), Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, assigns and legal representatives, its entire right, title, interest, benefits and privileges in and throughout the United States of America (including its territories and dependencies) and all countries and jurisdictions foreign thereto in and to said Patent-Related Intellectual Property, including, but not limited to, the associated improvements, letters patents and applications, including provisional, divisional, renewal, substitute, continuation, reexamination and reissue applications, based in whole or in part on said Patent-Related Intellectual Property or in whole or in part on said improvements to Patent-Related Intellectual Property, any foreign applications, including international and regional applications, based in whole or in part on any of the aforesaid Patent-Related Intellectual Property or in whole or in part on said improvements to Patent-Related Intellectual Property, and in and to any and all letters patents, including

extensions thereof, of any country, that have been or may be granted on any of the aforesaid applications or on said improvements or any parts thereof.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement applicable to the Patent-Related Intellectual Property are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Miscellaneous.

(a) Headings. The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

(b) Governing Law. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(c) Binding Effect; Third Party Beneficiaries. This Assignment shall be binding upon and shall inure to the benefit of the Assignee and its successors and, if applicable, permitted assigns. Assignor intends that this Assignment shall not benefit or create any right or cause of action in any Person other than the Assignor or Assignee.

(d) Counterparts. This Assignment may be executed in one or more counterparts, each of which shall constitute an original but when taken together shall constitute but one instrument.

(e) Amendments. This Assignment may be amended, modified or waived only by a written agreement signed by the Assignor and the Assignee. With regard to any power, remedy or right provided in this Assignment or otherwise available to the Assignor or Assignee, (i) no waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving party, (ii) no alteration, modification or impairment shall be implied by reason of any previous waiver, extension of time, delay or omission in exercise or other indulgence, and (iii) waiver by any party of the time for performance of any act or condition hereunder does not constitute a waiver of the act or condition itself.

[Signatures on the following page]

IN WITNESS WHEREOF, the party hereto has caused this Patent Assignment to be duly executed on its behalf, on the day and year first above written.

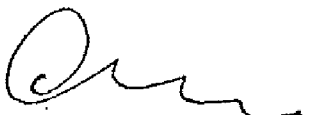
ASSIGNOR:

MMV Capital Partners Inc.

By: 

Name: Ron Patterson

Title: EVP



*Chris Marshall*

On this 25th day of August, 2011, before me a Notary Public in and for the Province of Ontario, personally appeared Ron Patterson, known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Notary Public: Chris Marshall  
Commission Expiration Date: n/a

ASSIGNEE:

Double Fusion, Inc.

By: 

Name: Jan Goldman

Title: CEO

County of \_\_\_\_\_ )

State of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me a Notary Public in and for the County and State aforesaid, personally appeared \_\_\_\_\_ to me known and known to me to be the person of that name, who signed and sealed the foregoing Instrument, and acknowledged the same to be of his free act and deed.

Notary Public: see attached Acknowledgment  
Commission Expiration Date: \_\_\_\_\_

(SEAL)

EXHIBIT A

Neodege Networks, Inc.

Docket Number	Country	Application Number	Application Date	Title	Status	Estimated time until next Office Action is received	Inventors
046185-0101	United States of America	60725173	07/10/2006	MANAGING APPLICATIONS USING PEER TO PEER CONNECTIVITY	Inactive; Provisional Application Expired		Steven Woods; David Simons
046185-0102	United States of America	11/545057	06/10/2006	SERVICE AND MESSAGING INFRASTRUCTURE TO SUPPORT CREATION OF DISTRIBUTED, PEER TO PEER APPLICATIONS WITH A SERVICE ORIENTED ARCHITECTURE	Pending; 9/20/2010; On Appeal - Awaiting Decision by the Board	The USPTO does not provide an estimate for applications on appeal, but our estimate is ~12-18 months.	Steven Woods; David Simons; Kelly Slough; Michael Iles; Patrick McMorris; Steven Jeremy Carriere
046185-0106	United States of America	11/544449	06/10/2006	SYSTEM AND METHOD FOR ADVERTISEMENT IDENTIFICATION, SELECTION, AND DISTRIBUTION INVOLVING A PEER-TO-PEER NETWORK	Pending; Appeal filed 9/13/2010.	The USPTO does not provide an estimate for applications on appeal, but our estimate is ~12-18 months.	Steven Woods; David Simons; Kelly Slough
046185-0107	United States of America			ASSURING DELIVERY OF MESSAGES IN A PEER TO PEER NETWORK WHERE MESSAGES CAN BE DELIVERED BETWEEN PEERS	Inactive; Not filed		
046185-0108	United States of America			PROVIDING INTERNET TARGETED CONTENT SERVICES IN OFF-LINE ENVIRONMENT	Inactive; Not filed		
046185-0109	United States of America			PROVIDE SOFTWARE WITH USE RESTRICTIONS FOR CERTAIN PREDETERMINED FEATURES	Inactive; Not filed		
046185-0110	United States of America			SYSTEM FOR RE-SELLING PORTIONS OF SOFTWARE WHERE PORTIONS OF SOFTWARE CORRESPOND TO SOFTWARE FEATURES	Inactive; Not filed		
046185-0111	United States of America	11/545026	06/10/2006	SYSTEM AND METHOD FOR PROVIDING CONTENT, APPLICATIONS, SERVICES AND DIGITAL MEDIA TO USERS IN A PEER-TO-PEER NETWORK	Inactive; Abandoned per 9/11/20 e-mail from Andrew Radin, Neodege.		Steven Woods; David Simons; Kelly Slough; Michael Iles
046185-0112	United States of America			SYSTEM FOR PROVIDING MOVIE OR MOVIE TRAILER MEDIA WHERE SUCH MEDIA IS OBTAINED LOCALLY FROM A PREVIOUSLY SCHEDULED DOWNLOAD	Inactive; Not filed		
046185-0113	United States of America			SYSTEM FOR PROVIDING AUTOMATIC UPDATE OF GAMES	Inactive; Not filed		
046185-0114	PCT	PCT/US2006/039119	06/10/2006	SERVICE AND MESSAGING INFRASTRUCTURE TO SUPPORT CREATION OF DISTRIBUTED, PEER TO PEER APPLICATIONS WITH A SERVICE ORIENTED ARCHITECTURE	Inactive; Abandoned per 3/26/08 e-mail from Dave Simons, Neodege.		Steven Woods; David Simons; Kelly Slough; Michael Iles; Patrick McMorris; Steven Jeremy Carriere



Noodege Networks, Inc.

Docket Number	Country	Application Number	Application Date	Title	Status	Estimated time until next Office Action	Inventors
046185-0115	PCT	PCT/US2008/039376	06/10/2006	SYSTEM AND METHOD FOR ADVERTISEMENT IDENTIFICATION, SELECTION, AND DISTRIBUTION INVOLVING A PEER-TO-PEER NETWORK	Inactive; Abandoned per 3/25/08 e-mail from Dave Simons, Noodege.		Steven Woods; David Simon; Kelly Slough
046185-0116	PCT	PCT/US2008/039374	06/10/2006	SYSTEM AND METHOD FOR PROVIDING CONTENT, APPLICATIONS, SERVICES, AND DIGITAL MEDIA TO USERS IN A PEER-TO-PEER NETWORK	Inactive; Abandoned per 3/26/08 e-mail from Dave Simons, Noodege.		Steven Woods; David Simons; Kelly Slough; Michael Iles
046185-0117	United States of America	11/578253	23/02/2007	INTERSTITIAL ADVERTISING IN A GAMING ENVIRONMENT	Pending; Appl. Filed 02/23/07; First Action from the PTO not yet received.	Per the USPTO, 9 months.	Kelly Slough; Steven Woods
046185-0118	United States of America			PRODUCT PLACEMENT ADVERTISING IN A GAMING ENVIRONMENT	Inactive; Not filed		
046185-0119	United States of America	12/549050	06/04/2009	ASSOCIATING ADVERTISEMENTS AND GAME DATA IN A FLASH-BASED GAMING ENVIRONMENT	Pending; Appl. Filed 1/6/09; First Action from the PTO not yet received.	Per the USPTO, 44 months.	David Simons; Kelly Slough; Steven Woods
046185-0120	United States of America	12/588079	18/02/2009	OVERLAY CONTENT IN A GAMING ENVIRONMENT	Pending; Appl. Filed 02/18/09; First Action from the PTO not yet received.	Per the USPTO, 37 months.	Kelly Slough; Steven J. Wood; David Simons
046185-0121	United States of America	12/588121	18/02/2009	APPARATUS AND METHOD FOR SERVICE-ENABLING COMPUTER PROGRAMS	Pending; Appl. Filed 02/18/09; First Action from the PTO not yet received.	Per the USPTO, 45 months.	David Simons; Kelly Slough; Chris Micauchi; Gish Limsaye; Vince Duong; Andrew Wahba; Robert Szumbakowski; Steven Woods
046185-0122	United States of America	12/552622	02/09/2009	GAMING REVENUE OPTIMIZATION SYSTEM	Pending; Appl. Filed 9/2/09; First Action from the PTO not yet received.	Per the USPTO, 49 months.	Dave Simons; Kelly Slough
046185-0123	United States of America	12/598724	05/03/2009	COMPUTER ADVERTISING SYSTEM WITH BUILT-IN PER-IMPRESSON CONSUMER FEEDBACK MECHANISM	Pending; Appl. Filed 3/5/09; First Action from the PTO not yet received.	Per the USPTO, 58 months.	David Simons; Gish Limsaye
046185-0124	United States of America	12/471502	28/05/2009	ASSOCIATING ADVERTISEMENTS AND GAME DATA IN A FLASH-BASED GAMING ENVIRONMENT	Pending; Appl. Filed 5/26/09; First Action from the PTO not yet received.	Per the USPTO, 49 months.	David Simons; Kelly Slough; Steven Woods; Chris Micauchi
046185-0125	United States of America	12/546075	24/08/2009	SYSTEM FOR PROVIDING DISTRACTION-FREE CONTENT IN A FLASH-BASED GAMING ENVIRONMENT	Pending; Appl. Filed 8/24/09; First Action from the PTO not yet received.	Per the USPTO, 52 months.	Andrew A. Radni; Jaitrey Sawatzky

Trademarks

File Number Class/Description	Client Matter Owner	Trademark	Jurisdiction Status/ Sub Status	Application No Filing Date	Registration No Registration Date
T215764.US.01	476569-00004	BLUE NOODLE ENTERTAINMENT	United States of America Pending	77/963,754 Mar 19, 2010	
<p>009: Downloadable computer games and downloadable interactive video games via the internet; downloadable wireless enabled games to be played on cell phones and PDAs and other wireless devices</p> <p>041: Entertainment services, namely, providing on-line computer games and non-downloadable interactive video games via the internet; Non-downloadable wireless enabled games to be played on cell phones and PDAs and other wireless devices; Providing a web site where users can post ratings, reviews and recommendations on games</p>					
T216053.US.01	476569-0004	HAPPY THOUGHTS	United States of America Pending	85/017,566 Apr 19, 2010	
<p>009: Downloadable computer games and downloadable interactive video games via the internet; downloadable wireless enabled games to be played on cell phones and PDAs and other wireless devices</p> <p>041: Entertainment services, namely, providing on-line computer games and non-downloadable interactive video games via the internet; Non-downloadable wireless enabled games to be played on cell phones and PDAs and other wireless devices</p>					
T215766.US.01	476569-00004	PRIZE-O-RAMA	United States of America Pending	77/963,742 Mar 19, 2010	
<p>009: Downloadable computer games and downloadable interactive video games via the internet; downloadable wireless enabled games to be played on cell phones and PDAs and other wireless devices</p> <p>041: Entertainment services, namely, providing on-line computer games and non-downloadable interactive video games via the internet; Non-downloadable wireless enabled games to be played on cell phones and PDAs and other wireless devices</p>					

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of Los Angeles

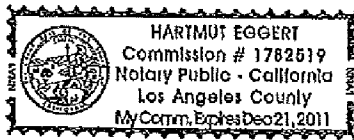
On 08/31/2011 before me, Hartmut Eggert Notary Public  
Date Hold Insert Name and Title of the Officer

personally appeared Jon Goldman  
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.



Place Notary Seal Above

Signature: Hartmut Eggert  
Signature of Notary Public

**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: Patent Assignment

Document Date: 08/31/2011

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**

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**RIGHT THUMBPRINT OF SIGNER**

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