

**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>
Mavcast Limited		08/08/2011	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	John Caudwell		
<b>Street Address:</b>	Broughton Hall		
<b>Internal Address:</b>	Broughton		
<b>City:</b>	Near Eccleshall, Stratfordshire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	ST21 6NS		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3542788	MAVCAST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)760-9502		
<b>Phone:</b>	949 760 0404		
<b>Email:</b>	efiling@kmob.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>	Knobbe Martens Olson & Bear LLP		
<b>Address Line 1:</b>	2040 Main Street		
<b>Address Line 2:</b>	14th Floor		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>ATTORNEY DOCKET NUMBER:</b>	DWF1.001GUS		

OP \$40.00 3542788

DOMESTIC REPRESENTATIVE

900209530

**TRADEMARK**  
**REEL: 004677 FRAME: 0769**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Daniel E. Altman
Signature:	/daniel altman/
Date:	12/13/2011

Total Attachments: 8  
source=DWF1-001GUS\_Assignment#page1.tif  
source=DWF1-001GUS\_Assignment#page2.tif  
source=DWF1-001GUS\_Assignment#page3.tif  
source=DWF1-001GUS\_Assignment#page4.tif  
source=DWF1-001GUS\_Assignment#page5.tif  
source=DWF1-001GUS\_Assignment#page6.tif  
source=DWF1-001GUS\_Assignment#page7.tif  
source=DWF1-001GUS\_Assignment#page8.tif

Dated 8 August

2011

**MAVCAST LIMITED (in administration) (1)**

- and -

**MATTHEW DUNHAM and JOSEPH PETER FRANCIS MCLEAN (2)**

- and -

**(3)**

**JOHN CAUDWELL**

---

**COUNTERPART**

**ASSIGNMENT OF INTELLECTUAL PROPERTY  
RIGHTS**

---

**PANNONE**

123 Deansgate Manchester M3 2BU  
Tel 0161 909 3000 Fax 0161 909 4444  
[www.pannone.com](http://www.pannone.com)

**TRADEMARK  
REEL: 004677 FRAME: 0771**

THIS DEED is made on

8 August

2011

**BETWEEN:**

**PARTIES**

- (1) **MAVCAST LIMITED** (in administration) (company registration number 06337443) whose registered office is c/o Grant Thornton UK LLP, 4 Hardman Square, Spinningfields, Manchester M3 3EB, (**Seller**);
- (2) **MATTHEW DUNHAM and JOSEPH PETER FRANCIS MCLEAN** (administrators of the Seller) (LLP registration number OC307742), whose registered office is 4 Hardman Square, Spinningfields, Manchester M3 3EB (**Administrators**); and
- (3) **JOHN CAUDWELL** an individual whose home address is at Broughton Hall, Broughton, Near Eccleshall, Staffordshire, ST21 6NS (**Buyer**).

**BACKGROUND:**

- (A) On 10 August 2010, the Administrators were appointed as administrators of the Seller.
- (B) The Seller, acting by the Administrators, has agreed to sell and the Buyer has agreed to buy the Assigned Rights (as defined below).
- (C) The parties have therefore agreed to enter into this deed in order to effect the assignment on the terms set out below.

**OPERATIVE PROVISIONS:**

**1 Definitions**

1.1 In this deed, unless the context otherwise requires:

**Answer Agreement:** means the agreement between the Seller and Answer Consulting Limited a company incorporated in England and Wales with registered number 3655429 and having its registered office at Union Mills, 9 Dewsbury Road, Leeds, West Yorkshire, LS11 5DD dated on or around 23 April 2010 and all work orders entered into pursuant to that agreement;

**Assigned Rights:** means whatever right, title and interest the Seller may have in or to the following:

- (a) the Trade Marks, the Patents and any other IPR;
- (b) the Technology;
- (c) all Materials;
- (d) the entire benefit of the Contracts;
- (e) all causes of action accruing for the benefit of the Seller for infringement or misuse of any IPR and/or in respect of any of the Contracts whether arising before, on or after the date of this deed;

but in any event excluding the Excluded IPR.

**Best Buy UK Agreement:** means the confidentiality agreement entered into by the Seller and Best Buy UK Distributions Ltd, a company incorporated under the laws of England with registered number 6724915 and having its registered office at 1 Portal Way, London W3 6RS and dated 27 April 2009;

**Contracts:** means any contract entered into by the Seller, including but not limited to the Best Buy UK Agreement, the Answer Agreement and any other agreement entered into by the Seller in relation to the Technology, the IPR relating to the Technology, the Materials and/or any other IPR owned by the Seller;

**Excluded IPR:** means:

- (a) the Seller's right, title and interest in the domain names set out in Schedule 1;
- (b) the Seller's right, title and interest in the Mavcast Website

alienated by the Seller pursuant to the November Sale Agreement.

**IPR:** means all rights in confidential information (including without limitation know-how and trade secrets), copyright and like rights, database rights, design rights, rights in design, know-how, rights in inventions, patents, service marks, trade marks, domain names and all other intellectual property rights and interests, whether registered (or the subject of an application for registration) or unregistered, and including (without limitation) all applications for, rights to apply for or be granted, and renewals or extensions, of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

**Materials:** means all data, computer equipment, documents, databases, designs, materials, software, source codes, prototypes, drafts, literary, artistic and dramatic works and all related development and preparatory materials, in each case in the power possession or control of the Seller at the date of this deed;

**Mavcast Website:** means the mobile advertising platform comprising the website which was located at the domain name [www.mavcast.com](http://www.mavcast.com), including without limitation the content, graphics and look and feel of the website.

**November Sale Agreement:** means the agreement entered into between the Administrators and Keith Curran in November 2010.

**Patents:** the patent applications details of which are set out in Schedule 2 and all patents granted pursuant to the same;

**Purchase Price:** means the sum of £36,000 (thirty six thousand pounds Sterling, including VAT).

**Technology:** means the product developed by or on behalf of the Seller known as 'Contact Secure' including but not limited to all software (in both object code form and source code form) relating to or intended to implement the product or 'Contact Secure' functionality, the function of which is to enable users to order and/or pay for goods, products and services and outstanding balances through mobile telephones excluding the Mavcast Website;

**Trade Marks:** means the UK registered trade mark CONTACT SECURE with Registered Number 2527118 and the UK registered trade mark MAVCAST with Registered Number 2456322 and US registered mark MAVCAST with Registered Number 3542788 and Community Trade Mark MAVCAST with registered Number E6475743.

- 1.2 Reference to a party is reference to a party to this deed.
- 1.3 Reference to a person includes any person, individual, company, firm, corporation, government, state or agency of a state, or any undertaking whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists.
- 1.4 Words denoting the singular include the plural and vice versa and words denoting any gender include all genders.
- 1.5 Reference to a numbered clause is to that clause of this deed.

## **2 Assignment and further assurance**

- 2.1 Subject to the payment of the Purchase Price in accordance with clause 2.2 (receipt of which the Seller and the Administrators respectively hereby acknowledges), the Seller hereby assigns and transfers to the Buyer the Assigned Rights with the intent that the same shall vest in the Buyer forthwith upon the date of this deed.
- 2.2 The assignment constituted by clause 2.1 shall take effect immediately upon receipt by the Administrators on behalf of the Seller of the Purchase Price in cleared funds to the bank account directed by the Administrator to the Buyer.
- 2.3 The Seller and the Administrators shall immediately on execution of this deed make available to the Buyer all copies of the Materials.
- 2.4 The Seller and the Administrators shall, at the expense of the Buyer:
  - (a) do and execute, and ensure the doing or execution of, all matters, acts, documents, deeds and things which the Buyer may at any time reasonably require to vest the Assigned Rights in the Buyer properly, to register any of Assigned Rights at any official registry and otherwise to perfect the Buyer's title to the Assigned Rights;
  - (b) take such action (including without limitation the carrying out of any investigations and the issue of legal proceedings) as the Buyer may reasonably require: (i) in relation to the actual or suspected misuse, infringement and/or breach of any of the Assigned Rights; (ii) to protect the Assigned Rights from, and to prevent the actual or suspected misuse, infringement and/or breach of the Assigned Rights; (iii) to prevent any person other than the Buyer from exploiting the Assigned Rights; and (iv) to enforce any rights of the Seller in and to the Contracts where these are not capable of assignment to the Buyer, in each case as the Buyer may at any time reasonably require;
- 2.5 The Seller and the Administrators shall not disclose to any third party any of the Materials, the Assigned Rights or any information whatsoever concerning the same.
- 2.6 The restrictions on disclosure set out in clause 2.5 shall not apply to any information to the extent that it:

- (a) is, at the date of this deed, in the public domain or later comes into the public domain otherwise than by reason of breach of the obligations in clause 2.5;
- (b) is required to be disclosed by the Seller or the Administrators by law or pursuant to any court order, but then only to the extent of and for the purpose for which such disclosure is required.

### **3 Liability**

- 3.1 The Administrators act as agents for the Seller and neither the Administrators nor their representatives, agents or employees shall incur any personal liability whatever by virtue of this deed, nor in relation to any related matter or claim nor in respect of any transfer, assignment or other documents made pursuant to this deed.
- 3.2 The Administrators will not incur any personal liability in relation to this Agreement and the Assignee hereby releases the Administrators from any such liability.
- 3.3 The Seller and the Administrators hereby expressly exclude all representations, warranties, conditions, guarantees and stipulations, whether express or implied, statutory, customary or otherwise in respect of the Assigned Rights (including without limitation warranties and conditions as to title, validity and description).
- 3.4 The Buyer acknowledges and agrees that:
  - (a) the terms and conditions of this deed and the exclusions and limitations contained in it are fair and reasonable having regard for the fact that the sale of the Assigned Rights is being made by an insolvent company in circumstances where the Administrators' knowledge of the Assigned Rights and the business carried on by the Seller is limited and it is usual that no representations and warranties are given by or on behalf of the Seller or the Administrators in such circumstances;
  - (b) the Buyer is purchasing the Assigned Rights "as is" and has relied solely on the opinions of itself and its professional advisors in deciding to purchase the Assigned Rights.

### **4 General**

- 4.1 This deed may be executed in any number of counterparts, and by the Parties on separate counterparts, each of which when so executed and delivered shall constitute an original but all the counterparts shall together constitute one and the same instrument.
- 4.2 This deed may only be varied with the prior written agreement of all parties.
- 4.3 This deed constitutes the entire understanding between the parties in relation to the subject matter of this deed and replaces, extinguishes and supersedes all previous agreements between the parties relating to its subject matter.
- 4.4 No person who is not a party to this deed shall have any right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this deed.
- 4.5 The Buyer (and any successor in title to the Buyer) may assign his (or its) rights under this deed to any third party.

4.6 This deed, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this deed or its formation, shall be governed by and construed in accordance with English law and, for these purposes, each party irrevocably submits to the exclusive jurisdiction of the courts of England.

**IN WITNESS** of which this document has been executed as a deed and delivered the date and year first above written.

**SIGNED** as a deed by MATTHEW DUNHAM  
for and on behalf of the Seller as  
its agent and without personal  
liability in the presence of:

**Witness**

Signature

Name RICHARD DRINKWATER

Occupation SOLICITOR

Address Pennone LLP 123 Deansgate  
Manchester

**SIGNED** as a deed by MATTHEW DUNHAM  
for and on behalf of himself and the  
Administrators acting without personal  
liability in the presence of:

**Witness**

Signature

Name RICHARD DRINKWATER

Occupation SOLICITOR

Address Pennone LLP 123 Deansgate  
Manchester

**SIGNED** as a deed by JOHN CAUDWELL  
in the presence of:

**Witness**

Signature

Name DAVID CANFIELD

Occupation FINANCE DIRECTOR

Address REDWOOD HOUSE  
WOODLANDS ROAD  
CHESTER



**Schedule 1**

**Domain Names sold under the November Sale Agreement**

contactsecure.net  
contactsecure.com  
contactsecure.biz  
contactsecure.org  
contactsecure.tv  
contactsecure.info  
myaccount.contactsecure.com  
laudenchocolate.contactsecure.com

**Schedule 2**

**Patent Applications**

EP2026499

GB 2451819

US 2009049145