

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
Phone People Holdings Corporation		01/09/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	j2 Global, Inc.		
Street Address:	6922 Hollywood Blvd., 5th Floor		
City:	Hollywood		
State/Country:	CALIFORNIA		
Postal Code:	90028		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3276719	PHONE PEOPLE	
CORRESPONDENCE DATA			
Fax Number:	(202)756-8087		
Email:	washington_ip_docket@mwe.com, rkim@mwe.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:	Richard Y. Kim		
Address Line 1:	600 13th Street, N.W.		
Address Line 2:	McDermott Will & Emery LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	085600-0331		
NAME OF SUBMITTER:	Richard Y. Kim		
Signature:	/Richard Y. Kim/		

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**TRADEMARK
 REEL: 004701 FRAME: 0597**

Date:

01/20/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Assignment”), dated January 9, 2012, is entered into by and between **Phone People Holdings Corporation**, a California corporation, with a principal address at P.O. Box 22500, San Diego, California 92192 (“Assignor”) and **j2 Global, Inc.**, a corporation of Delaware, with a principal place of business at 6922 Hollywood Blvd., 5th Floor, Hollywood, California 90028 (“Assignee”).

RECITALS

WHEREAS, Assignor is the owner of the common law trademarks, registered trademarks, applications to register trademarks, intent-to-use applications and other registrations or applications related to trademarks listed on Schedule 1, attached hereto (the “Assigned Marks”); and

WHEREAS, Assignee is desirous of acquiring the full right, title and interest in, to and under the Assigned Marks and the goodwill accrued in connection and associated therewith.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest, including common law rights, in the United States of America in, to and under the Assigned Marks and any other common law trademarks, together with the goodwill of the business symbolized by said Assigned Marks and any other common law trademarks, and applications and registrations thereof, any renewal rights therein, that portion of the business which is ongoing and existing to which the trademarks pertain, and the exclusive right to enforce the Assigned Marks in the United States in the sole name of Assignee, its successors and assigns; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Section 2. Representation and Warranty by Assignor. Assignor hereby represents and warrants to Assignee that Assignor has the full right, title and interest to assign, transfer, convey, and set over the entire rights, title and interests assigned hereunder, and that Assignor has not executed and will not execute any agreement in conflict herewith.

Section 3. Covenant by Assignor. Assignor agrees that it will, upon Assignee’s reasonable request, execute and deliver all such instruments and other documents as may be necessary or desirable to perfect Assignee’s title in, to and under the Assigned Marks.

Section 4. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

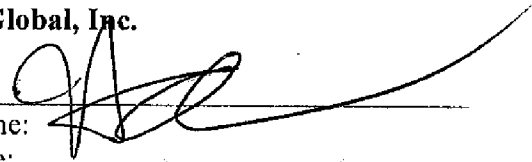
Section 5. Entire Agreement. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment by their duly respective officers as of the date first written above.

Phone People Holdings Corporation

By: 
Name: _____
Title: _____

j2 Global, Inc.

By: 
Name: _____
Title: _____

SCHEDULE 1

Mark	Reg./(App.) No.	Current Owner	New Owner
PHONE PEOPLE	3,276,719	Phone People Holdings Corporation	j2 Global, Inc.