

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															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Scout Labs, LLC</td> <td></td> <td>05/01/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Scout Labs, LLC		05/01/2010	LIMITED LIABILITY COMPANY: DELAWARE				
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Scout Labs, LLC		05/01/2010	LIMITED LIABILITY COMPANY: DELAWARE												
RECEIVING PARTY DATA															
<table border="1"> <tr> <td>Name:</td> <td>Lithium Technologies, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>6121 Hollis Street Suite 4</td> </tr> <tr> <td>City:</td> <td>Emeryville</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94608</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: DELAWARE</td> </tr> </table>				Name:	Lithium Technologies, Inc.	Street Address:	6121 Hollis Street Suite 4	City:	Emeryville	State/Country:	CALIFORNIA	Postal Code:	94608	Entity Type:	CORPORATION: DELAWARE
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PROPERTY NUMBERS Total: 1															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3673730</td> <td>SCOUTLABS</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	3673730	SCOUTLABS						
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Registration Number:	3673730	SCOUTLABS													
CORRESPONDENCE DATA															
<p>Fax Number: (626)577-8999 Phone: 415-999-8989 Email: dean.kayes@lithium.com <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Dean H. Kayes Address Line 1: 6121 Hollis Street Suite 4 Address Line 4: Emeryville, CALIFORNIA 94608</p>															
NAME OF SUBMITTER:	Dean H. Kayes														
Signature:	//DEANKAYES//														
Date:	03/12/2012														

OP \$40.00 3673730

Total Attachments: 9

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**CONFIDENTIAL
EXECUTION COPY**

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

SCOUT LABS, INC.

MOCKINGBIRD ACQUISITION CORPORATION

HUMMINGBIRD ACQUISITION LLC

LITHIUM TECHNOLOGIES, INC.

AND WITH RESPECT TO ARTICLES 7, 8 AND 9 ONLY

JED KATZ

AS ESCROW REPRESENTATIVE AND

U.S. BANK, NATIONAL ASSOCIATION

AS ESCROW AGENT

Dated as of May 1, 2010

**TRADEMARK
REEL: 004734 FRAME: 0925**

conducted and (ii) in good operating condition, regularly and properly maintained, subject to normal wear and tear.

2.14 Intellectual Property.

(a) Definitions. For all purposes of this Agreement, the following terms shall have the following respective meanings:

“Company Intellectual Property” shall mean any and all Intellectual Property Rights that are owned or purported to be owned by the Company or any of its subsidiaries.

“Company Products” shall mean all products and services developed (including products and services under development), made, owned, marketed, distributed, sold, imported for resale or licensed out by or on behalf of the Company or any of its subsidiaries since its inception.

“Intellectual Property Rights” shall mean the rights associated with or arising under any of the following anywhere in the world: (i) patents, patent applications and inventions (whether or not patentable), (ii) copyrights, copyright registrations and applications for copyright registration, “moral” rights, mask work rights and all other corresponding rights in works of authorship, however denominated, (iii) trade secrets and rights in confidential information and know-how (“**Trade Secrets**”), (iv) trademarks, trade names, logos, and service marks, together with the goodwill appurtenant thereto, (v) divisions, continuations, renewals, reissuances and extensions of the foregoing (as applicable) and (vi) analogous rights to those set forth above.

“Registered Intellectual Property” shall mean Intellectual Property Rights that are registered, filed or issued under the authority of, with or by any Governmental Entity, including all patents, registered trademarks, registered copyrights, and all applications for any of the foregoing.

“Shrink-Wrap Code” means any generally commercially available software in executable code form that is available for a cost of not more than \$5,000 for a perpetual license for a single user or work station or \$50,000 in the aggregate for all users and work stations.

“Technology” shall mean any or all of the following and any tangible embodiments thereof: (i) works of authorship, including computer programs, whether in source code or in executable code form, architecture and documentation, (ii) inventions (whether or not patentable), discoveries and improvements, (iii) proprietary and confidential information, trade secrets and know how, (iv) databases, data compilations and collections and technical data, (v) logos, trade names, trade dress, trademarks and service marks, (vi) domain names, web addresses and sites, (vii) methods and processes, (viii) devices, prototypes, designs and schematics, and (ix) any other forms of technology.

(b) Company Products. Section 2.14(b) of the Company Disclosure Schedule lists all Company Products by name and version number (as applicable).

(c) Registered Intellectual Property. Section 2.14(c) of the Company Disclosure Schedule sets forth as of the date hereof a true and complete list of (i) all Registered Intellectual Property that is owned by or purported to be owned by, filed in the name of, or licensed exclusively to the Company or any of its subsidiaries (“**Company Registered Intellectual Property**”), indicating for each item the registration or application number and the applicable filing jurisdiction, (ii) all domain names registered in the name of or transferred to the Company or any subsidiary thereof (“**Company Domain Names**”), indicating for each item the applicable registrar and the registration renewal date, (iii) any

actions that must be taken by the Company or any of its subsidiaries within 120 days of the Closing Date with respect to perfecting, maintaining, or renewing any of the foregoing, including the payment of any registration, maintenance or renewal fees or the filing of any documents, applications or certificates, and (iv) any proceedings or actions before any court or tribunal (including the United States Patent and Trademark Office (the "PTO") or equivalent authority anywhere in the world) to which the Company or any of its subsidiaries is a party and in which claims are raised relating to the validity, enforceability, scope, ownership or infringement of any of the Company Registered Intellectual Property or Company Domain Names. No Company Registered Intellectual Property has expired (except for items that have expired at the end of their natural terms), been cancelled, or abandoned. All necessary registration, maintenance and renewal fees in connection with such Company Registered Intellectual Property and Company Domain Names that are or will be due for payment on or before the Closing Date have been or will be timely paid, and all necessary documents and certificates in connection with such Company Registered Intellectual Property and Company Domain Names that are or will be due for filing on or before the Closing Date have been or will be timely filed with the PTO or other relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining such Company Registered Intellectual Property and Company Domain Names.

(d) Title to Company Intellectual Property. The Company or a subsidiary thereof is the sole and exclusive owner of each item of Company Intellectual Property, free and clear of any Liens (for the avoidance of doubt, excluding non-exclusive licenses of the Company Products or Company Intellectual Property to end users entered into in the ordinary course of business and consistent with past practices) other than those set forth on **Section 2.14(d)** of the Company Disclosure Schedule. The Company has the sole and exclusive right to bring a claim or suit against a third party for infringement or misappropriation of the Company Intellectual Property. No Company Intellectual Property is subject to joint ownership rights of any third party. Except for (i) trade secrets that lost their status as trade secrets upon the release of a new Company Product, upon the issuance of a patent or publication of a patent application, or as a result of a good faith business decision to disclose such trade secret, and except for trademarks, trade names and service marks that the Company or a subsidiary thereof made a good faith business decision to stop using, or (ii) expiration of items of Registered Intellectual Property at the end of their natural terms, neither the Company nor any of its subsidiaries has (i) transferred ownership of, or granted any exclusive license, to any other Person, with respect to any Intellectual Property Rights that are or, as of the time of such transfer or exclusive license, were Company Intellectual Property or (ii) permitted the rights of the Company or any subsidiary thereof that are or were Company Intellectual Property to enter into the public domain.

(e) Out-Licenses. Copies of the Company's standard form(s) of non-disclosure agreement and non-exclusive licenses of the Company Products to end-users (collectively, the "**Standard Form Agreements**") are attached to **Section 2.14(e)(1)** and **Section 2.14(e)(2)**, respectively, of the Company Disclosure Schedule. **Section 2.14(e)(3)** of the Company Disclosure Schedule lists all contracts, licenses and agreements to which the Company or any of its subsidiaries is a party and under which the Company or any of its subsidiaries has granted, licensed or provided any Company Intellectual Property and/or Technology to third parties ("**Out-Licenses**"), provided that "**Out-Licenses**" do not include (i) licenses pursuant to which the Company or any of its subsidiaries has granted rights to contractors or vendors to use Company Intellectual Property and Technology for the sole benefit of the Company or any subsidiary thereof, (ii) non-disclosure agreements and (iii) non-exclusive licenses of the Company Products to end-users (in the case of each of (ii) and (iii), pursuant to any agreement that has been entered into in the ordinary course of business that does not materially differ in substance from the Standard Form Agreement).

2.14(c) – Intellectual Property – Registered Intellectual Property

1. Company Registered Intellectual Property, including registration or application number and applicable filing jurisdiction:

List of Patents

None.

List of Trademarks

SCOUT LABS – Serial No. 77/322,363 filed on November 6, 2007

Asterisk Logo – Serial No. 77/322,366 filed on November 6, 2007

2. Company Domain Names, including applicable registrar and registration renewal date:

- a. scoutlabs.com is registered through Verio until August 24th, 2011
- b. scoutlabs.net and scoutlabs.org are registered through Verio until December 13th, 2011
- c. Company also owns the following domains registered through Verio until June 23, 2010:

scoutlabs.com
scoutlab.net
scoutlab.org
scoutlabs.biz
scoutlabs.co.uk
scoutlabs.info
scoutlabs.us
scoutlans.com
scoutlbs.com
scutlabs.com

3. The following sets forth a list of all actions that must be taken by the Company or any of its subsidiaries within 120 days of the Closing Date with respect to perfecting, maintaining, or renewing any of the Company's Company Registered Intellectual Property or Company Domain Names:

The domains identified in 2(c) above need to be renewed by the applicable expiration date.

2.14(d) – Intellectual Property – Title to Company Intellectual Property

1. Under the Mutual Nondisclosure Agreement dated as of August 1, 2007 by and between Marc Krellenstein and the Company, each recipient party assigns to the discloser any suggestions it may provide to the discloser regarding improvements or modifications to the discloser's products or processes.

IN WITNESS WHEREOF, Parent, Merger Sub One, Merger Sub Two, the Company, the Escrow Agent and the Escrow Representative have caused this Agreement to be signed, all as of the date first written above.

LITHIUM TECHNOLOGIES, INC.

By:  _____

Name: Lyle Fong

Title: Chief Executive Officer

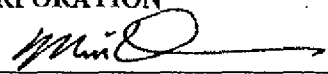
SCOUT LABS, INC.

By: _____

Name: _____

Title: _____

MOCKINGBIRD ACQUISITION CORPORATION

By:  _____

Name: Mike Dinsdale

Title: Vice President & Treasurer

HUMMINGBIRD ACQUISITION LLC

By: Lithium Technologies, Inc., Sole Member

By:  _____

Name: Mike Dinsdale

Title: Chief Financial Officer

U.S. BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

ESCROW REPRESENTATIVE

By: _____

Name: _____

IN WITNESS WHEREOF, Parent, Merger Sub One, Merger Sub Two, the Company, the Escrow Agent and the Escrow Representative have caused this Agreement to be signed, all as of the date first written above.

LITHIUM TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

SCOUT LABS, INC.

By:  _____

Name: Jennifer Zeszut

Title: Chief Executive Officer

MOCKINGBIRD ACQUISITION CORPORATION

By: _____

Name: _____

Title: _____

HUMMINGBIRD ACQUISITION LLC

By: _____

Name: _____

Title: _____

U.S. BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

ESCROW REPRESENTATIVE

By: _____

Name: Jed Katz

IN WITNESS WHEREOF, Parent, Merger Sub One, Merger Sub Two, the Company, the Escrow Agent and the Escrow Representative have caused this Agreement to be signed, all as of the date first written above.

LITHIUM TECHNOLOGIES, INC.

By: _____

Name: Mike Dinsdale

Title: Chief Financial Officer

SCOUT LABS, INC.

By: _____

Name: _____

Title: _____

MOCKINGBIRD ACQUISITION CORPORATION

By: _____

Name: Mike Dinsdale

Title: Vice President & Treasurer

HUMMINGBIRD ACQUISITION LLC

By: _____

Name: Mike Dinsdale

Title: Lithium Technologies, Inc., Sole Member

U.S. BANK, NATIONAL ASSOCIATION

By:  _____

Name: Claude Acoba

Vice President

Title: _____

ESCROW REPRESENTATIVE

By: _____

Name: _____

IN WITNESS WHEREOF, Parent, Merger Sub One, Merger Sub Two, the Company, the Escrow Agent and the Escrow Representative have caused this Agreement to be signed, all as of the date first written above.

LITHIUM TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

SCOUT LABS, INC.

By: _____

Name: Jennifer Zeszut

Title: Chief Executive Officer

MOCKINGBIRD ACQUISITION CORPORATION

By: _____

Name: _____

Title: _____

HUMMINGBIRD ACQUISITION LLC

By: _____

Name: _____

Title: _____

U.S. BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

ESCROW REPRESENTATIVE

By: _____

Name: Jed Katz

