

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Trademark Assignment			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Mobile Messaging Solutions (MMS), Inc.		09/29/2011	CORPORATION: CALIFORNIA
	Watchpoints, Inc.		09/29/2011	CORPORATION: NEVADA
RECEIVING PARTY DATA				
Name:	Project Oda, Inc.			
Street Address:	902 Broadway			
Internal Address:	11th Floor			
City:	New York			
State/Country:	NEW YORK			
Postal Code:	10010			
Entity Type:	CORPORATION: DELAWARE			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Serial Number:	85269456	WATCHPOINTS	
CORRESPONDENCE DATA				
Fax Number:	(312)896-5678			
Phone:	3124643135			
Email:	msmolucka@loeb.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:	Loeb & Loeb LLP/Jordan A. Sigale			
Address Line 1:	321 North Clark St			
Address Line 2:	Suite 2300			
Address Line 4:	Chicago, ILLINOIS 60654			
ATTORNEY DOCKET NUMBER:	217170-10001			
NAME OF SUBMITTER:	Mary Ann Smolucka			

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Signature:	/Mary Ann Smolucka/
Date:	03/27/2012
Total Attachments: 4 source=TRADEMARK ASSIGNMENT#page1.tif source=TRADEMARK ASSIGNMENT#page2.tif source=TRADEMARK ASSIGNMENT#page3.tif source=TRADEMARK ASSIGNMENT#page4.tif	

## TRADEMARK ASSIGNMENT

**September 29, 2011**

This Trademark Assignment ("Trademark Assignment") is entered into by and between PROJECT ODA, INC., a Delaware corporation ("Project Oda" or "Assignee"), MOBILE MESSAGING SOLUTIONS (MMS), INC., a California corporation ("MMS"), and WATCHPOINTS, INC., a Nevada corporation ("Watchpoints Subsidiary" and collectively with MMS, "Assignors"), pursuant to that certain Asset Purchase Agreement of even date hereof (the "Agreement"), among Sellers and Buyer. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

WHEREAS Assignors own all right, title and interest in and to the trademarks, including any registrations and applications therefor, listed on the Schedule attached hereto (collectively, the "Marks"); and

WHEREAS, pursuant to the Agreement, Assignors have agreed to enter into this Trademark Assignment and transfer the entire right, title and interest in and to the Marks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pursuant to the Agreement, Assignors hereby assign to Assignee, free and clear of all Liens (as defined in the Agreement), all right, title and interest in, to and under the Marks, together with the goodwill of the business connected with the use of and symbolized by the Marks; together with all causes of action Assignors may have for the infringement of such Marks, including all rights Assignors have to sue and collect damages and payments for claims of past or future infringements of the Marks.

Assignors shall assist Assignee and execute any further documents, filings or notices necessary to be filed and recorded with the appropriate authorities to effect this Trademark Assignment and transfer of ownership in the Marks.

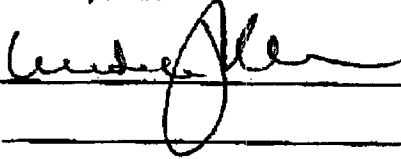
Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

THIS TRADEMARK ASSIGNMENT IS IN ALL RESPECTS SUBJECT TO THE PROVISIONS OF THE AGREEMENT AND IS NOT INTENDED IN ANY WAY TO SUPERSEDE, LIMIT OR QUALIFY ANY PROVISION OF THE AGREEMENT. IF ANY CONFLICT EXISTS BETWEEN THE TERMS OF THIS TRADEMARK ASSIGNMENT AND THE AGREEMENT, THEN THE TERMS OF THE AGREEMENT SHALL GOVERN AND CONTROL.

This Trademark Assignment shall be binding upon and inure to the benefit of the respective successors and assigns to each of the Assignors and the Assignee.

**IN WITNESS WHEREOF**, Assignors and Assignee have caused this Trademark Assignment to be duly executed by their respective authorized officers as of the day and year first above written.

PROJECT ODA, INC.,  
a Delaware corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MOBILE MESSAGING SOLUTIONS (MMS),  
INC., a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WATCHPOINTS, INC.,  
a Nevada corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, Assignors and Assignee have caused this Trademark Assignment to be duly executed by their respective authorized officers as of the day and year first above written.

PROJECT ODA, INC.,  
a Delaware corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

MOBILE MESSAGING SOLUTIONS (MMS),  
INC., a California corporation

By: 

Name: KAI BUEHLER

Title: CEO

WATCHPOINTS, INC.,  
a Nevada corporation

By: 

Name: KAI BUEHLER

Title: CEO

**SCHEDULE**

**U.S. Trademark Applications**

**Register Serial #**

“WATCHPOINTS”

85/269,456