

## 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
PlanetSoft, Inc.		05/31/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PlanetSoft Holdings, Inc.		
Street Address:	65 Enterprise		
City:	Aliso Viejo		
State/Country:	CALIFORNIA		
Postal Code:	92656		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3911619	PLANET INTERACT	
CORRESPONDENCE DATA			
Fax Number:	9497254100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(949) 725-4043		
Email:	amina@sycr.com		
Correspondent Name:	Arnold V. Mina		
Address Line 1:	Stradling Yocca Carlson & Rauth		
Address Line 2:	660 Newport Center Dr., Ste 1600		
Address Line 4:	Newport Beach, CALIFORNIA 92660		
ATTORNEY DOCKET NUMBER:	012369-0001/PLANET INTRCT		
NAME OF SUBMITTER:	Arnold V. Mina		
Signature:	/Arnold V. Mina/		

Date:

06/01/2012

**Total Attachments: 2**

source=LITIOC\_2046231v1 - PLANETSOFT0003 - Trademark Assignment for PLANET INTERACT mark#page1.tif

source=LITIOC\_2046231v1 - PLANETSOFT0003 - Trademark Assignment for PLANET INTERACT mark#page2.tif

## TRADEMARK ASSIGNMENT

This ASSIGNMENT (the "Assignment") is made effective as of the 31st day of May, 2012, by and between PlanetSoft, Inc., a Delaware Corporation, having its principal office or place of business at 65 Enterprise, Aliso Viejo, California 92656 ("Assignor"), and PlanetSoft Holdings, Inc., a Delaware corporation, having its principal office or place of business at 65 Enterprise, Aliso Viejo, CA 92656, ("Assignee").

**WHEREAS**, Assignor is the record owner in the United States Patent and Trademark Office of the trademark identified by Registration Number 3,911,619, for the mark PLANET INTERACT, including all common law rights thereto (the "*Trademark*"), and the goodwill of the business symbolized thereby (together with the Trademark, the "*Assigned Property*").

**WHEREAS**, Assignor agrees to assign its entire right, title and interest in and to the Assigned Property to Assignee; and

**WHEREAS**, Assignee agrees to acquire Assignor's entire right, title and interest in and to the Assigned Property;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark, free and clear of any liens, charges and encumbrances, including, without limitation, licenses and covenants by Assignor not to sue third persons, and Assignor hereby assigns to Assignee, its successors and assigns, its entire right, title and interest in and to the Assigned Property, and all rights and privileges pertaining to said Trademark in conformance with 15 U.S.C. §1060; 37 C.F.R. §3.16, together with the goodwill of the business symbolized by the mark, including all income, royalties, damages, and payments now or hereafter due or receivable in respect of the Assigned Property, and all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringements, misappropriations, or dilutions of the rights assigned to Assignee hereunder, and all rights corresponding thereto throughout the world.

2. The Trademark is subsisting and has not been adjudged invalid or unenforceable, in whole or in part.

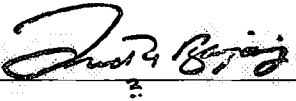
3. And for the above-named consideration, ASSIGNOR does hereby agree to, at the request of said ASSIGNEE, execute any and all papers and documents and do all other and further lawful acts that said ASSIGNEE may deem necessary or desirable to perfect and vest in the ASSIGNEE the entire right, title and interest in the intellectual property being assigned.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

Executed this 31st day of May, 2012, at Aliso Viejo, CA.

**ASSIGNOR:**

PlanetSoft, Inc., a Delaware Corporation

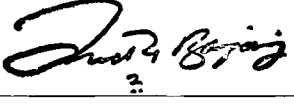
By: 

Printed Name: Sudhir Bajaj

Title: CEO

**ASSIGNEE:**

PlanetSoft Holdings, Inc., a Delaware Corporation

By: 

Printed Name: Sudhir Bajaj

Title: CEO

LITIOC/2046231v1/012369-0001