

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	02/10/2012		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Mobelux, LLC		06/13/2012
			LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	Mobelux Labs, LLC		
Street Address:	201 West 7th Street		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23224		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Serial Number:	85411661	CAROUSEL
	Serial Number:	85411674	CAROUSEL APP
CORRESPONDENCE DATA			
Fax Number:	8044822641		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8046770947		
Email:	chris@thresholdcounsel.com		
Correspondent Name:	Christopher E. Gatewood		
Address Line 1:	1905 Huguenot Road, Suite 200		
Address Line 4:	Richmond, VIRGINIA 23235		
NAME OF SUBMITTER:	Christopher E. Gatewood		
Signature:	/Christopher E. Gatewood/		

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TRADEMARK

Date:

06/15/2012

**Total Attachments: 3**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective the 10th day of February, 2012, is made and entered into by and between Mobelux, LLC, a Virginia limited liability company ("Assignor"), and Mobelux Labs, LLC, a Virginia limited liability company ("Assignee") (together, the "Parties").

Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in that Distribution Agreement by and among the Parties effective February 10, 2012 (the "Distribution Agreement").

WHEREAS, Assignor is the owner of all rights, title and interest in and to all of the intellectual property in connection with the "Carousel" software application, including without limitation all trademarks, trade names, service marks, logos, trade dress, copyrights, software code, know-how, and other intellectual property created and/or used in connection with the Carousel app and brand, and all applications, registrations, and renewals in connection therewith, together with the goodwill of any business symbolized thereby and associated therewith (collectively, the "Trademarks and IP");

WHEREAS, Assignor is the applicant for two pending applications with the U.S. Patent and Trademark Office for the marks CAROUSEL and CAROUSEL APP; and

WHEREAS, Assignor is the registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) carousel.mobelux.com and the domain name registrations therefor (the "Domain Names").

NOW THEREFORE, for the consideration set forth in the Distribution Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee: all of Assignor's right, title and interest in, and good will associated with, the Trademarks and IP and the Domain Names, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof ("Transferred Rights"); and any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Transferred Rights occurring prior to this assignment agreement, including the right to receive all proceeds and damages therefrom; any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferred Rights arising from and after the date of this Assignment; and any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Transferred Rights, and all renewals, reissues and extensions thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts reasonably necessary or

desirable to record and perfect the interest of Assignee in and to the Trademarks and the Domain Names, and shall not enter into any agreement in conflict with this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

4. Counterparts. This Assignment may be executed in three (3) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

*Signature Page Immediately Follows*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR: Mobelux, LLC

By: [Signature]

Name: Garrett S Ross

Title: CEO

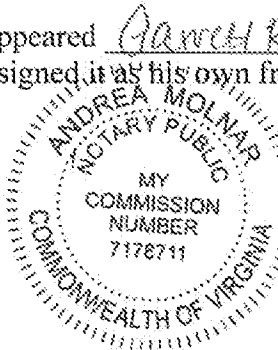
COMMONWEALTH OF VIRGINIA

CITY / COUNTY OF \_\_\_\_\_

On this 14<sup>th</sup> day of June, 2012, before me appeared Garrett Ross, the person who signed this instrument, who acknowledged that he signed it as his own free act on behalf of Mobelux, LLC.

Notary Public Andrea Molnar

My Commission Expires: 1/31/14



ASSIGNEE: Mobelux Labs, LLC

By: [Signature]

Name: Garrett S Ross

Title: CEO

COMMONWEALTH OF VIRGINIA

CITY / COUNTY OF Richmond

On this 14<sup>th</sup> day of June, 2012, before me appeared Garrett Ross, the person who signed this instrument, who acknowledged that he signed it as his own free act on behalf of Mobelux Labs, LLC.

Notary Public Andrea Molnar

My Commission Expires: 1/31/14

