

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
Simple Mobile, LLC		06/18/2012	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	TracFone Wireless, Inc.		
Street Address:	9700 NW 112th Avenue		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33178		
Entity Type:	INC. ASSOCIATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3817164	SIMPLE MOBILE	
CORRESPONDENCE DATA			
Fax Number:	3124568435		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-456-8400		
Email:	chiipmail@gtlaw.com		
Correspondent Name:	Howard E. Silverman		
Address Line 1:	77 W. Wacker Drive		
Address Line 2:	Suite 3100		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	027207.072900		
NAME OF SUBMITTER:	Howard E. Silverman		
Signature:	/Howard E. Silverman/		

CH \$40.00 3817164

Date:

06/20/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

June 18, 2012

WHEREAS, Simple Mobile, L.L.C, a Nevada limited liability company, located and doing business at 111 Pacifica, Suite 160, Irvine, California 92618 ("Assignor"), is the owner of the entire right, title, interest and goodwill in and to all of its trademarks, either registered, pending or at common law, including, without limitation, the trademarks identified on Schedule A attached hereto (collectively, the "Trademark");

WHEREAS, TracFone Wireless, Inc., a Delaware corporation, having a mailing address at 9700 NW 112th Avenue, Miami, Florida 33178 ("Assignee"), is desirous of acquiring the Trademarks; and

WHEREAS, Assignee desires to acquire the Trademark, and Assignor desires to sell the Trademarks, to Assignee pursuant to that certain Asset Purchase Agreement, dated as of May 9, 2012 (as amended or otherwise modified from time to time, the "Purchase Agreement"), between Assignor and Assignee.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademark, as well as any related trademark registrations, trade names, service marks, and/or trademark applications; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on same in the future.

Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademark being assigned to Assignee, are the rights to police, monitor and enforce said Trademark against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademark.

In the event of a conflict between the terms and conditions of this Trademark Assignment Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Trademark Assignment Agreement, nothing herein is intended to, nor shall it, extend, amplify, expand, supersede, modify, replace, limit or otherwise alter in any way the representations, warranties, covenants and obligations of the parties hereto contained in the Purchase Agreement or the survival thereof.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to record or perfect the above-described transfer of Trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's expense.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations with respect to the Trademark; and amended registrations and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

Sections 9.1 through 9.13 of the Purchase Agreement are hereby incorporated herein by reference, *mutatis mutandis*.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the first date set forth above.

ASSIGNEE:

TRACFONE WIRELESS, INC.


Name: _____

F. J. Pollak

Its: _____

President & CEO

ASSIGNOR:

SIMPLE MOBILE, LLC

Name: _____

Its: _____

Signature page to Trademark Assignment Agreement

TRADEMARK

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IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the first date set forth above.

ASSIGNEE:

TRACFONE WIRELESS, INC.

Name: _____

Its: _____

ASSIGNOR:

SIMPLE MOBILE, LLC



Name: _____

Its: Executive Partner

Signature page to Trademark Assignment Agreement

TRADEMARK

REEL: 004806 FRAME: 0225

SCHEDULE A

TRADEMARK REGISTRATIONS

Reg. No.	Ser. No.	Mark	Owner of Record
3817164	77864308	Simple Mobile	Simple Mobile LLC