

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
	AirStrip Operations, LLC		07/13/2012
			LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	AirStrip IP Holdings, LLC		
Street Address:	335 E. Sontera Blvd., Suite 200		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78258		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	4070263	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	tmdoctc@fr.com		
Correspondent Name:	Lisa Greenwald-Swire		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	23956-0001005		
NAME OF SUBMITTER:	Lisa Greenwald-Swire		
Signature:	/lisa greenwald-swire/		
Date:	07/18/2012		
Total Attachments: 3 source=Trademark Assignment - AirStrip Operations to AirStrip IP Holdings#page1.tif source=Trademark Assignment - AirStrip Operations to AirStrip IP Holdings#page2.tif source=Trademark Assignment - AirStrip Operations to AirStrip IP Holdings#page3.tif			

CH \$40.00 4070263

ASSIGNMENT

WHEREAS, AirStrip Operations, LLC, a Texas Limited Liability Company, having a place of business at 335 E Sontera Boulevard, Suite 200, San Antonio, Texas, 78258 ("Assignor") is the owner of certain trademark, (the "Mark") identified in Exhibit A.

WHEREAS, AirStrip IP Holdings, LLC, a Texas Limited Liability Company, having a place of business at 335 E Sontera Boulevard, Suite 200, San Antonio, Texas, 78258 ("Assignee"), desires to acquire the Mark together with the good will of the business.

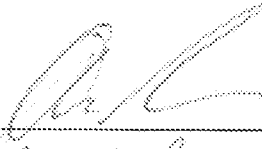
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its successors and assigns all right, title and interest in and to the Mark together with the good will of the business symbolized by the Mark, including any registrations that may have issued or applications that are pending in Assignor's name for the Mark. Assignor further sells, assigns and transfers unto Assignee its entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Mark.

Assignor covenants that it or its representatives will, upon the request and at the expense of Assignee, do all other lawful acts necessary to enable Assignee to obtain, maintain and enforce full benefits from the rights and interests herein assigned.

This assignment shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

IN WITNESS WHEREOF, said Assignor, has executed and delivered this instrument this 13 day of July, 2012.

AIRSTRIP OPERATIONS, LLC

By: 
Name: Angela Pinner
Title: CEO

AIRSTRIP IP HOLDINGS, LLC

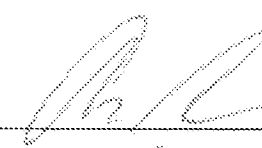

By: 
Name: Angela Pinner
Title: CEO

EXHIBIT A

MARK	REGISTRATION NO.	REGISTRATION DATE
BLUE BALL LOGO 	4,070,263	December 13, 2011