

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
	David P. Stapleton		08/01/2012
	Moba Inc.		08/01/2012
			Entity Type
			INDIVIDUAL: UNITED STATES
			CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Whispering Kite LLC		
Street Address:	14141 Covello Street, Unit 2A		
City:	Van Nuys		
State/Country:	CALIFORNIA		
Postal Code:	91405		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1600086	POLITIX
CORRESPONDENCE DATA			
Fax Number:	3104005662		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	3104005661		
Email:	ara@encorelaw.com		
Correspondent Name:	Ara A. Babaian, Esq.		
Address Line 1:	9401 Wilshire Boulevard, Suite 900		
Address Line 4:	Beverly Hills, CALIFORNIA 90212-2974		
NAME OF SUBMITTER:	Ara A. Babaian, Esq.		
Signature:	/Ara A. Babaian, Esq./		
Date:	08/03/2012		

OP \$40.00 1600086

Total Attachments: 4

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ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (this “Assignment”) is effective as of August 1, 2012, by **MOBA, INC.**, a California corporation (“Assignor”), in favor of **DAVID P. STAPLETON** (“Assignee”), solely in his capacity as the duly appointed receiver of the personal property of Assignor.

WHEREAS, Assignor is the registered owner of the trademark “Politix”, which was registered with the United States Patent and Trademark Office (“**Trademark Office**”) on June 5, 1990, under the registration number 1,600,086 (the “**Trademark**”); and

WHEREAS, Assignee is the duly appointed and acting receiver of the personal property of Assignor pursuant to that certain *Order Granting Plaintiff’s Ex Parte Application for an Order Appointing Receiver and Granting Certain Related Relief* entered into on June 28, 2012, in that certain action entitled *Saehan Bank v. Moba, Inc.*, pending in the Superior Court of California, County of Los Angeles, bearing Case No. BC487174 (the “**Court Order**”). Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor’s right, title and interest in and to the Trademark and any associated application or registration, together with the goodwill of the business so symbolized by the Trademark and application or registration, pursuant to the Court Order and this Assignment.

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

1. **Assignment**. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest in and to the Trademark throughout the world, including all trademark application and registration therefor, all common law rights, foreign rights and rights provided by any international conventions or treaties related to the Trademark, including all words and/or designs comprising the Trademark, together with the goodwill of the business symbolized by the Trademark and application or registration thereof, as well as the right to sue and to collect all damages and payments for claims of future infringement or misappropriation thereof in the sole name of Assignee. Assignor represents and warrants to Assignee that he has not entered into any assignment, contract or understanding in conflict herewith. Assignor hereby authorizes and requests the Commissioner of Patents and Trademark in the Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of the rights, titles and interests in, to and under the Trademark granted by Assignor herein, and to deliver to Assignee, and to Assignee’s attorneys, agents, successors and assigns, all official documents and communications as may be warranted by this Assignment.

2. **Further Assurances**. Assignor agrees to cooperate with Assignee and execute such assignments and other documents as may reasonably be requested by Assignee, without any further consideration, in order to evidence or effectuate the assignment of the Trademark and application or registration thereof as provided in this Assignment.

3. **Miscellaneous**. This Assignment shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of California without regard to the conflict of

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (this “**Assignment**”) is effective as of August 1, 2012, by **DAVID P. STAPLETON** (“**Assignor**”), solely in his capacity as the duly appointed receiver of the personal property of **MOBA, INC.**, a California corporation (“**Moba**”), in favor of **WHISPERING KITE LLC**, a California limited liability company (“**Assignee**”).

WHEREAS, Moba is the registered owner of the trademark “**Politix**”, which was registered with the United States Patent and Trademark Office (“**Trademark Office**”) on June 5, 1990, under the registration number 1,600,086 (the “**Trademark**”); and

WHEREAS, as the duly appointed and acting receiver of the personal property of Moba pursuant to that certain *Order Granting Plaintiff's Ex Parte Application for an Order Appointing Receiver and Granting Certain Related Relief* entered into on June 28, 2012, in that certain action entitled *Saehan Bank v. Moba, Inc.*, pending in the Superior Court of California, County of Los Angeles, bearing Case No. BC487174, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor’s right, title and interest in and to the Trademark and any associated application or registration, together with the goodwill of the business so symbolized by the Trademark and application or registration, on the terms and conditions set forth in the Asset Purchase Agreement, dated as of July 30, 2012, by and between Assignor and Assignee (the “**Purchase Agreement**”), and herein.

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

1. **Assignment**. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest in and to the Trademark throughout the world, including all trademark application and registration therefor, all common law rights, foreign rights and rights provided by any international conventions or treaties related to the Trademark, including all words and/or designs comprising the Trademark, together with the goodwill of the business symbolized by the Trademark and application or registration thereof, as well as the right to sue and to collect all damages and payments for claims of future infringement or misappropriation thereof in the sole name of Assignee. Assignor represents and warrants to Assignee that he has not entered into any assignment, contract or understanding in conflict herewith. Assignor hereby authorizes and requests the Commissioner of Patents and Trademark in the Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of the rights, titles and interests in, to and under the Trademark granted by Assignor herein, and to deliver to Assignee, and to Assignee’s attorneys, agents, successors and assigns, all official documents and communications as may be warranted by this Assignment. This Assignment shall be effective as of the Closing.

2. **Further Assurances**. Assignor agrees to cooperate with Assignee and execute such assignments and other documents as may reasonably be requested by Assignee, without any further consideration, in order to evidence or effectuate the assignment of the Trademark and application or registration thereof as provided in this Assignment.

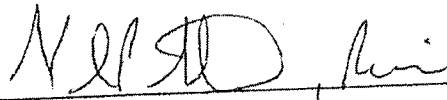
3. **Miscellaneous.** This Assignment shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of California without regard to the conflict of laws provisions thereof. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment is binding on and shall inure to the benefit of the respective successors and assigns of the parties. This Assignment constitutes the complete and exclusive statement of the mutual understanding of the parties relating the subject matter hereof and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Assignment may be executed by any signatory by delivery of a facsimile or PDF signature, which signature shall have the same force and effect as an original signature.

4. **Court-Appointed Receiver.** Assignor is executing this instrument solely in his capacity as court-appointed receiver of Moba. Assignor's liability hereunder, if any, is limited to the receivership estate created by his appointment as receiver. Assignor shall have no personal liability to Assignee hereunder. Any dispute concerning this instrument, the Purchase Agreement or the meaning or interpretation thereof shall be resolved solely and exclusively by the court appointing Assignor as receiver.

Signature page follows.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered by their respective duly authorized officers as of the date first set forth above.

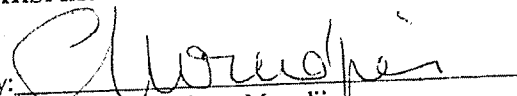
ASSIGNOR:



DAVID P. STAPLETON,
solely in his capacity as the
court-appointed receiver of Moba, Inc.

ASSIGNEE:

WHISPERING KITE LLC

By: 
Name: Sylvie Helbringer Momdjian
Title: Manager