

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greenough Consulting Group		07/27/2012	COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Clouidian Holdings Inc.		
Street Address:	Shibuya Place 7F, Shibuya-ku		
Internal Address:	1-10-5 Dogenzaka		
City:	Tokyo		
State/Country:	JAPAN		
Postal Code:	150-0043		
Entity Type:	CORPORATION: JAPAN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85525993	HYPERSTORE	
Serial Number:	85243173	CLOUDIAN	
Registration Number:	3308282	GEMINI MOBILE	
Registration Number:	2921511	HYPERSCALE	
Registration Number:	3379096	EXPLO	
CORRESPONDENCE DATA			
Fax Number:	2022204201		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-220-4200		
Email:	tmdocketdc@kenyon.com		
Correspondent Name:	Kenyon & Kenyon LLP		
Address Line 1:	1500 K Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005-1257		

CH \$140.00 85525993

ATTORNEY DOCKET NUMBER:	12487/999
DOMESTIC REPRESENTATIVE	
Name: Kenyon & Kenyon LLP Address Line 1: 1500 K Street, NW Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-1257	
NAME OF SUBMITTER:	Erik Kane, Esq.
Signature:	/Erik Kane/
Date:	08/06/2012
Total Attachments: 3 source=Trademark Assignment - Greenough Consulting to Cloudian Holdings#page1.tif source=Trademark Assignment - Greenough Consulting to Cloudian Holdings#page2.tif source=Trademark Assignment - Greenough Consulting to Cloudian Holdings#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is entered into as of July 27, 2012 ("Effective Date") by and between Greenough Consulting Group, Assignee for the Benefit of Creditors of the Estate of Gemini Mobile Technologies, Inc. ("GCG" or "Assignor") and Clodian Holdings Inc. (f/k/a Pollux Castor Corporation) ("CHI" or "Assignee").

Whereas, on or about June 21, 2012, Gemini Mobile Technologies, Inc. ("GMT"), a Delaware corporation, assigned to GCG (the Assignor under this Agreement) all of its assets, including all rights, title and interest to the trademarks listed on Schedule A hereto and the goodwill associated therewith;

Whereas, Assignor and Assignee entered into a Bill of Sale and Assignment Agreement ("Bill of Sale") on July 9, 2012 by which Assignor assigned all of its rights, title and interest to such assets including the trademarks listed on Schedule A hereto;

Now, therefore, in consideration of the mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

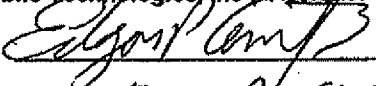
1. Assignment. Assignor hereby assigns, conveys and transfers to Assignee any and all of Assignor's rights, title, and interest in and to all trademarks previously assigned to Assignor by GMT on June 21, 2012, including but not limited to those trademarks identified on Schedule A, together with the goodwill and assets associated with the trademarks, all applications and registrations for the trademarks (foreign and domestic), and common law rights relating thereto, and all rights to recover damages and profits for infringements, including past infringements, of or with respect to any such trademarks, and each of them (collectively, the "Marks"). To the extent that this assignment includes any pending application(s) to register marks under section 1(b) of the Trademark Act (15 U.S.C. §1051(b)), Assignor and Assignee acknowledge that such assignment is an assignment to a successor to the business of the applicant, or portion thereof, to which the marks pertain, and that such business is ongoing and existing.

2. Assistance. Assignor agrees to execute and deliver at the request of Assignee, all documents, instruments, and papers, and to perform any other reasonable acts Assignee may require in order to transfer, perfect, enforce, and vest all of Assignor's rights, title, and interest in and to the Marks to Assignee.

3. General Provisions. In the event that any provision of this Agreement shall be held illegal, unenforceable or invalid, such provision shall be amended and interpreted so as to best accomplish the intent and economic effect of the illegal, unenforceable or invalid provision. The other provisions of the Agreement shall remain in full force and effect without being impaired or invalidated in any way. This Agreement shall be binding upon the parties and their respective heirs, legal representatives, successors and permitted assigns. This Agreement shall in all respects be governed by, and construed in accordance with the laws of the State of California, United States of America, including all matter of construction, validity, and performance. Jurisdiction and venue for any and all actions arising from or related to this Bill of Sale shall be in the Superior Court of Alameda County, California. If any such action is brought or removed to federal court, jurisdiction and venue shall be in the U.S. District Court for the Northern District of California. Each Party consents to the jurisdiction of the foregoing courts and waives all objections to venue therein. This Agreement may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original instrument. This Agreement constitutes the entire understanding between the parties.

IN WITNESS WHEREOF, the parties have caused their duly authorized individuals to execute this Agreement as of the Effective Date set forth above.

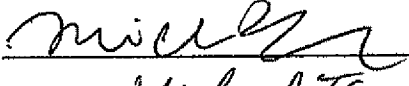
Greenough Consulting Group, Assignee for the Benefit of Creditors in the Estate of Gemini Mobile Technologies, Inc ("Assignor"):

By: 

Name (print): EDGAR P. CANTY

Title: CFO

Cloudian Holdings Inc. ("Assignee"):

By: 

Name (print): Michael Tso

Title: COO

SCHEDULE A

Trademarks

- (a) HYPERSTORE (USPTO Serial No. 85525993, Filing Date January 26, 2012)
- (b) CLOUDIAN (USPTO Serial No. 85243173, Filing Date February 15, 2011)
- (c) GEMINI MOBILE (USPTO Reg. No. 3308282, Serial No. 78499710, Filing Date October 14, 2004)
- (d) HYPERSCALE (USPTO Reg. No. 2921511, Serial No. 78186316, Filing Date November 18, 2002)
- (e) MOTROPOLIS
- (f) EXPLO (USPTO Reg. No. 3379096, Serial No. 77002797, Filing Date September 19, 2006)
- (g) EXPLO (China Serial No. A0005958, Filing Date September 26, 2006)
- (h) GEMINI MOBILE (CTM Reg. No. 4389921, Serial No. 4389921, Filing Date April 14, 2005)
- (i) HYPERSCALE (CTM Reg. No. 3169604, Serial No. 3169604, Filing Date May 16, 2003)
- (j) EXPLO (France Serial No. A0005958, Filing Date September 26, 2006)
- (k) EXPLO (Germany Serial No. A0005958, Filing Date September 26, 2006)
- (l) EXPLO (International Registration No. 900380, Serial No. A0005958, Filing Date September 26, 2006)
- (m) GEMINI MOBILE (International Registration No. 932090, Serial No. A0008867, Filing Date July 13, 2007)
- (n) HYPERSCALE (International Registration No. 930862, Serial No. A0008866, Filing Date July 13, 2007)
- (o) EXPLO (Italy Serial No. A0005958, Filing Date September 26, 2006)
- (p) GEMINI MOBILE (Japan Reg. No. 4924959, Serial No. 64097/2005, Filing Date July 12, 2005)
- (q) HYPERSCALE (Japan Reg. No. 4748876, Serial No. 401982003, Filing Date May 16, 2003)
- (r) HYPERSTORE (Japan Serial No. 2012- 60666, Filing Date July 26, 2012)
- (s) EXPLO (Spain Serial No. A0005958, Filing Date September 26, 2006)
- (t) EXPLO (United Kingdom Reg. No. 900380, Serial No. A0005958, Filing Date September 26, 2006)