

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
Insolvency Services Group, Inc.		08/17/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	OL2, Inc.
Street Address:	595 Market Street, 26th Floor
Internal Address:	Chapman and Cutler LLP, Attn. David W. Thill, Esq.
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3617483	ONLIVE
Registration Number:	3850851	ONLIVE
Registration Number:	3221673	ONLIFE
Registration Number:	4060415	BRAG CLIP
Serial Number:	77642357	ONLIVE
Serial Number:	77642361	ONLIVE
Serial Number:	77642366	ONLIVE
Serial Number:	77642354	ONLIVE
Serial Number:	77642360	ONLIVE
Serial Number:	77725436	ONLIVE
Serial Number:	77770475	ONLIVE
Serial Number:	85668613	BRAG CLIP

CORRESPONDENCE DATA

900232892

TRADEMARK
 REEL: 004856 FRAME: 0870

CH \$315.00 3617483

Fax Number: 3128035299

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3606589
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	09/06/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is delivered pursuant to the Closing under that certain Asset Purchase Agreement (the "Agreement") dated as of August 17, 2012, by and between INSOLVENCY SERVICES GROUP, INC., a California corporation (the "Seller"), as assignee for the benefit of creditors of ONLIVE, INC., a Delaware corporation (the "Assignor"), and OL2, Inc., a Delaware corporation (the "Buyer"). The Assignor has assigned to the Seller all of the Assignor's right, title, and interest in and to the intellectual property described below.

The Seller is delivering this instrument executed by it to enable the Buyer to file it with any appropriate governmental agency to indicate ownership of registered intellectual property described below and for the other purposes set forth in this instrument. This instrument supplements and is in addition to all other rights of the Buyer under the Agreement and other instruments of transfer delivered in connection with the Agreement.

For good and valuable consideration, receipt of which the Seller acknowledges, and by signing and delivering this instrument, the Seller sells, assigns, transfers, conveys, and delivers to the Buyer all of the Seller's right, title, and interest in and to:

- (a) the registered trademarks and applications for registration of trademarks specifically listed in Annex A to this Trademark Assignment; and
- (b) the following properties and rights with respect to all trademarks and applications so listed in Annex A:
 - (1) all goodwill associated with the business related to the trademarks together with all rights to use, license and otherwise exploit the trademarks;
 - (2) any and all registered trademarks and trademark applications of the United States that have been or may be granted or filed, respectively, with respect to such trademarks;
 - (3) all foreign trademarks that may claim priority based on and correspond to the trademarks listed in Annex A;
 - (4) all income, royalties, damages, and payments hereafter due or payable to the Seller with respect to the trademarks, including without limitation unpaid damages and payments for past, present, and future infringements of any trademark;
 - (5) all rights in and under the trademarks to the fullest extent allowed by law as fully as the Seller would have held the same in the absence of this assignment; and
 - (6) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the trademarks, including the right to fully and entirely replace the Seller in all related matters.

This assignment is made in connection with the sale of all of the assets of the Assignor acquired by the Seller in the Assignor's assignment for the benefit of creditors, including the Assignor's business, and its goodwill to which the trademarks relate. As of the date set forth below, the Buyer has succeeded to all right, title, and standing of the Seller to: (a) receive all rights and benefits pertaining to the trademarks and related rights described above, and (b) commence, prosecute, defend and settle all claims and take all actions that the Buyer, in its sole discretion, may elect in relation to the trademarks described above. This Trademark Assignment (a) is irrevocable and effective upon the Seller's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signature to this instrument in connection with the Closing, if and only if the Closing is completed, (b) benefits and binds the parties to the Agreement and their respective successors and assignees, (c) does not modify or affect, and is subject to, the provisions of the Agreement, and (d) may be signed in counterparts as provided in Article 7 of the Agreement.

The undersigned has signed this Trademark Assignment as of the date first written above.

SELLER:

Insolvency Services Group, Inc.

By:

Name: JES G. WEINBERG

Title: CEO

State of California

County of Los Angeles

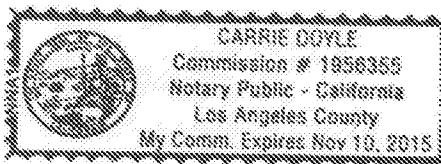
On August 20, 2013 before me, Carrie Doyle, Notary Public
personally appeared JES G. WEINBERG
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]

(Seal)




TRADEMARK

REEL: 004856 FRAME: 0873

**ANNEX A TO TRADEMARK
ASSIGNMENT**

OnLive, Inc. List of Trademarks

Registered and Allowed
Trademarks

Trademark	Country	Classes	Status	Filed Date	Registration	
					Number	Date
ONLIVE	United States	9, 25, 28, 38, 41, 42	Registered	4/22/2003	3617483	5/5/2009
ONLIVE	United States	45	Registered	12/31/2008	3850851	9/21/2010
ONLIFE	United States	9	Registered	9/30/2005	3221673	3/27/2007
BRAG CLIP	U.S.	38, 41	Registered	3/20/2009	4060415	11/22/2011
ONLIVE	United States	28	Allowed	12/31/2008	77/642,357	
ONLIVE	United States	35, 41, 42	Allowed	12/31/2008	77/642,361	
ONLIVE	United States	41, 42	Allowed	12/31/2008	77/642,366	
ONLIVE	United States	9	Allowed	12/31/2008	77/642,354	
ONLIVE	United States	9, 38, 42	Allowed	12/31/2008	77/642,360	
ONLIVE	United States	35, 38, 41	Allowed	4/29/2009	77/725.436	
ONLIVE Design Mark 	United States	9, 25, 28, 35, 38, 41, 42, 45	Allowed	6/29/2009	77/770,475	

Set forth in the table immediately below is a summary of filed pending trademarks:

Trademark	Country	Classes	Status	Filed Date	Application Number
BRAG CLIP	United States	9, 28	Pending	7/03/2012	85668613