

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
Hands-On Mobile, Inc.		11/19/2012	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	RockYou, Inc.		
Street Address:	208 Utah St., Suite 300		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78814519	HANDS-ON MOBILE	
Serial Number:	78814510	HANDS-ON	
Serial Number:	77579545	MIXTART	
Serial Number:	77488650	YOUR THUMBS WILL NEED REHAB	
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:	trademarkgroup@sideman.com		
Correspondent Name:	Simone Katz-O'Neill		
Address Line 1:	Sideman & Bancroft LLP		
Address Line 2:	One Embarcadero Center, 8th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	7151-1		
NAME OF SUBMITTER:	Simone M. Katz-O'Neill		

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TRADEMARK

Signature:	/Simone M. Katz-O'Neill/
Date:	11/29/2012
Total Attachments: 3 source=Hands-On Mobile - Trademark Assignment Agreement#page1.tif source=Hands-On Mobile - Trademark Assignment Agreement#page2.tif source=Hands-On Mobile - Trademark Assignment Agreement#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "**Agreement**"), entered into this 19th day of November 2012, by and between **Hands-On Mobile, Inc.** ("**HOM**") a corporation organized and existing under the laws of the state of Washington, having its address at 208 Utah St., Suite 300, San Francisco, CA 94103 and **RockYou, Inc.** ("**RockYou**") a corporation organized and existing under the laws of the state of Delaware, having its address at 208 Utah St., Suite 300, San Francisco, CA 94103.

WITNESSETH

WHEREAS, HOM is the owner of certain United States trademark applications (the "**Applications**") more particularly described on Attachment A attached hereto; and

WHEREAS, RockYou purchased all rights title and interest to the Applications in accordance with the Agreement and Plan of Merger and Reorganization (the "**Merger Agreement**") executed on August 31, 2012 among the Parties and various other entities.

WHEREAS, in accordance with the Merger Agreement and in compliance with Section 10 of the Trademark Act, 15 U.S.C. §1060; 37 C.F.R. §3.16, RockYou is a successor to HOM's business to which the Applications pertain.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. HOM, on behalf of itself and its predecessors and successors in interest, hereby transfers and assigns to RockYou all of HOM's existing right, title and interest in and to (i) the Application, (ii) the business to which the Application pertains, (iii) all of HOM's foreign and common law rights to the terms "HANDS-ON MOBILE," "HANDS-ON," "MIXTART," and "YOUR THUMBS WILL NEED REHAB" (collectively, the "**Marks**") and (iv) all goodwill associated therewith. The parties agree to execute any documents in any jurisdiction as may be required to accomplish the transfer and assignment of all right, title, interest and goodwill that HOM has in the Applications or the Marks to RockYou.

2. Trademark Ownership; Prosecution of Infringements; Cooperation. HOM acknowledges that RockYou is the sole and exclusive owner of, and has the sole and exclusive right to use, register and enforce the Applications and the Marks as each is currently used or intended to be used on the goods and services described in the Applications. Each party shall reasonably cooperate with the other party, as is reasonably necessary in any investigation, action or proceeding against a trademark infringement, opposition, cancellation or other action involving the Applications.

3. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

4. Governing Law. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to any choice of law or conflicts of laws principles of such state; provided, however, that any aspects of this Agreement that are the subject matter of the United States Lanham Act shall be governed by the federal laws of the United States.

5. Attorneys' Fees. In any action brought to resolve a dispute or claim arising under or related to this Agreement, the prevailing party shall be entitled to recover its costs, including attorneys' fees actually incurred.

6. Entire Agreement. This Agreement and the Merger Agreement contain the entire and only agreement between the parties and supersede all previous and contemporaneous oral and written agreements, discussions, communications, negotiations, commitments and writings with respect to the subject matter hereof. The terms and conditions of this Agreement may be altered, modified, changed or amended only by a paper writing executed by duly authorized representatives of the Parties.

7. Waiver of Rights. The observance of any term of this Agreement may be waived only by a paper writing executed by a duly authorized representative of the party to be bound. Waiver of any provision of this Agreement, or the failure by either party to enforce any provision of this Agreement, will not be deemed a waiver of future enforcement of that or any other provision.

8. Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to effect to the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above-written.

ASSIGNOR:

Hands-On Mobile, Inc.
208 Utah St., Suite 300
San Francisco, CA 94103

By:



Lisa Marino

Its: President

ASSIGNEE:

RockYou, Inc.
208 Utah St., Suite 300
San Francisco, CA 94103

By:


Lisa Marino

Its: Chief Executive Officer

ATTACHMENT A

UNITED STATES		
Trade Mark Name	Trade Mark Serial No.	Class
HANDS-ON MOBILE	78814519	9, 38, 41, 42
HANDS-ON	78814510	9, 38, 41, 42
MIXTART	77579545	9
YOUR THUMBS WILL NEED REHAB	77488650	9