

TRADEMARK ASSIGNMENT

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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 |
| | Planet 9 Studios, Inc. | | 05/16/2012 |
| | | | Entity Type |
| | | | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Michael J. Mulroy | | |
| Street Address: | 2145 Isla De Palma Circle | | |
| City: | Naples | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 34119 | | |
| Entity Type: | INDIVIDUAL: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| | Property Type | Number | Word Mark |
| | Registration Number: | 3268096 | GEOFEEDER |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2026638007 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 2026638000 | | |
| Email: | dctm@pillsburylaw.com | | |
| Correspondent Name: | Patrick J. Jennings | | |
| Address Line 1: | 2300 N Street, N.W. | | |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20037 | | |
| ATTORNEY DOCKET NUMBER: | 75620-419490 | | |
| NAME OF SUBMITTER: | Patrick J. Jennings | | |
| Signature: | /Pat Jennings/ | | |
| Date: | 11/29/2012 | | |
| Total Attachments: 3 source=Geofeedr Trademark Assignment - Planet 9 Studios#page1.tif source=Geofeedr Trademark Assignment - Planet 9 Studios#page2.tif source=Geofeedr Trademark Assignment - Planet 9 Studios#page3.tif | | | |

CH \$40.00 3268096

TRADEMARK ASSIGNMENT

Pursuant to the **TRADEMARK ASSIGNMENT AGREEMENT** (the "Agreement") made and entered into this 16th day of May, 2012 (the "Effective Date") by and between MICHAEL J. MULROY, a resident of the state of Florida having an address of 2145 Isla De Palma Circle, Naples, FL 34119, (the "Assignee") and PLANET 9 STUDIOS, INC., a California corporation, having a place of business at 761 Kansas Street San Francisco, CA 94107 (the "Assignor"), the parties hereto acknowledge the assignment of trademark rights as recited herein.

RECITALS

WHEREAS, Assignor has adopted, has used, and owns a federal trademark registration, U.S. Registration No. 3,268,096, for, the mark **GEOFEEDER** (stylized) for "providing temporary use of non-downloadable computer software for searching, displaying and manipulating computer-based geographical data"; and

WHEREAS, Assignor is willing to assign, and pursuant to the Agreement has assigned, all of Assignor's right, title and interest in and to the above-referenced federal trademark registration and all common law trademark rights in the mark **GEOFEEDER** (collectively the "Assigned Marks"), including all goodwill pertaining thereto, to Assignee, and Assignee is willing to accept, and has accepted, such assignment on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee have agreed as follows:

1. Transfer of Assigned Marks.

1.0 Assignor hereby acknowledges the transfer and assignment all of its right, title and interest whatsoever throughout the world in and to the Assigned Marks, including the above-referenced U.S. Trademark Registration, and all applications to register the Assigned Marks and the right to file for and obtain registrations for the Assigned Marks anywhere in the world, and any other registrations of the Assigned Marks anywhere in the world, together with the goodwill of all business connected with the use of and symbolized by the Assigned Marks, to the Assignee in perpetuity (or for the longest period of time otherwise permitted by law). Included with such transfer and assignment is the right to continue any pending trademark administrative actions or sue for and obtain damages or other available remedies for all past, present and future infringements of the Assigned Marks.

2. Files.

2.0 Assignor will furnish Assignee with any files evidencing all proceedings involving the Assigned Marks and provide access to counsel familiar with such proceedings.

3. Miscellaneous.

3.0 Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors or assigns.

3.1 The terms of this Agreement are severable. If any term is declared invalid, it shall not affect the remaining terms which shall continue to be binding and subsisting.

3.2 Assignor makes no representation or warranty of any kind regarding the suitability of the Assigned Marks for use with any goods or services of Assignee.

IN WITNESS WHEREOF, the under signed have executed this Agreement as of the date first written above.

ASSIGNOR:

PLANET 9 STUDIOS, INC.

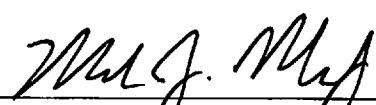
By: 

Name: DAVID COLLEEN

Title: CEO

ASSIGNEE:

MICHAEL J. MULROY

By: 

Name: Michael J. Mulroy