

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	Entity Type
Cooliris, Inc.		05/07/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Amobee, Inc.		
Street Address:	1 Aba Even St Building A, 1st Floor		
City:	Herzelia Pituach		
State/Country:	ISRAEL		
Postal Code:	46766		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85416533	ADJITSU	
CORRESPONDENCE DATA			
Fax Number:	6468780801		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6468780800		
Email:	tm-uspto@pczlaw.com, jackiez@pczlaw.com		
Correspondent Name:	Jacqueline Zion		
Address Line 1:	1500 Broadway, 12th Fl		
Address Line 2:	Pearl Cohen Zedek Latzer LLP		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	973277-12-01		
DOMESTIC REPRESENTATIVE			
Name:	Jacqueline Zion		
Address Line 1:	1500 Broadway, 12th FL		

CH \$40.00 85416533

Address Line 2: Pearl Cohen Zedek Latzer LLP
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Jacqueline Zion
Signature:	/JZ/
Date:	12/05/2012

Total Attachments: 6
source=Cooliris, Inc. - Trademark Assignment Agreement#page1.tif
source=Cooliris, Inc. - Trademark Assignment Agreement#page2.tif
source=Cooliris, Inc. - Trademark Assignment Agreement#page3.tif
source=Cooliris, Inc. - Trademark Assignment Agreement#page4.tif
source=Cooliris, Inc. - Trademark Assignment Agreement#page5.tif
source=Cooliris, Inc. - Trademark Assignment Agreement#page6.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “*Agreement*”) is effective as of this 7th day of May, 2012, (the “*Effective Date*”), by and between Cooliris, Inc., a California corporation (the “*Assignor*”), and Amobee, Inc., a Delaware corporation (the “*Assignee*”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of May 4, 2012 to which Assignor and Assignee are parties (the “*Asset Purchase Agreement*”), Assignor agreed to assign or cause to be assigned to Assignee all of Assignor’s right, title and interest in and to certain trademarks.

NOW, THEREFORE, for good and valuable consideration (including that recited in the Asset Purchase Agreement), it is hereby agreed by and between the parties hereto as follows:

1. By execution hereof, Assignor hereby irrevocably grants, conveys and assigns to Assignee and its successors and assigns, free and clear of any liens, claims and encumbrances and without any reservation of rights, all of Assignor’s right, title and interest in and to the trade names, logos, common law or other unregistered trademarks and service marks that are primarily used or held for use in the Business, and trademark and service mark registrations and applications therefor throughout the world, including without limitation those trademark registrations and applications listed on Schedule A hereto (herein the “*Assigned Trademarks*”), including any and all goodwill of the business associated therewith and symbolized thereby.
2. Assignor further irrevocably grants, conveys and assigns to Assignee all its right, title and interest in and to any and all proceeds, causes of action and rights to sue for and recover damages for past, present and future infringement of any of the Assigned Trademarks.
3. Assignor hereby authorizes the Patent and Trademark Office of the United States, similar offices and officers of states and of foreign countries, to issue trademark registrations and any other evidence or forms of trademark protection or applications to Assignee and its successors and assigns in accordance with the terms of this Agreement.
4. Assignor represents and warrants that it (i) is the owner of the Assigned Trademarks, (ii) has full power to make the present assignment, and (iii) has not executed, and will not execute, any agreement in conflict herewith.
5. Assignor hereby constitutes and appoints Assignee as Assignor’s true and lawful attorney in fact, with full power of substitution in Assignor’s name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to

execute, acknowledge and deliver any and all instruments and assurances necessary or expedient solely as necessary in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment Agreement to be duly executed and delivered as of the Effective Date.

ASSIGNOR

COOLIRIS, INC.

By: [Signature]
Name: SOVIANYA BHUMKAR
Title: CEO

STATE OF CALIFORNIA)

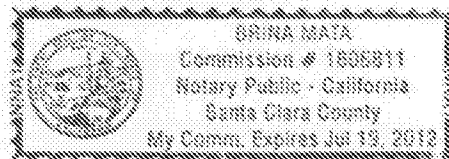
COUNTY OF SANTA CLARA

On this 7th day of MAY, 2012, before me personally appeared the above-named, SOVIANYA BHUMKAR, CEO (name & title of person signing for ASSIGNOR), personally known to me (or provided identification CA DL D1436408) as the individual who executed the foregoing assignment, and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

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

[Signature]
Notary Public

My commission expires: JULY 19, 2012



SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT
COOLIRIS, INC.

TRADEMARK
REEL: 004913 FRAME: 0633

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment Agreement to be duly executed and delivered as of the Effective Date.

ASSIGNEE

AMOBEE, INC.

By: 

Name: Trevor Healy

Title: Director

By: _____

Name: _____

Title: Director


**SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT
COOLIRIS, INC.**

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment Agreement to be duly executed and delivered as of the Effective Date.

ASSIGNEE

AMOBEE, INC.

By: _____
Name: _____
Title: Director

By: 
Name: Jeann Low
Title: Director

**SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT
COOLIRIS, INC.**

**TRADEMARK
REEL: 004913 FRAME: 0635**

SCHEDULE A

Trademark	Country	Application No. / Registration No.	Application Date / Registration Date
ADJITSU	Canada	N/A	February 21, 2012
ADJITSU	International Registration – Madrid Protocol Only	A0028591	February 24, 2012
ADJITSU	United States of America	85/416533	September 7, 2011
DISCOVER Logo	United States of America	VA 1-658-584	January 21, 2009 / January 21, 2009
Discover Tree	United States of America	1-497620531 / VA 1-742- 493	October 5, 2010 / October 5, 2010