

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																									
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RECEIVING PARTY DATA																									
Name:	Multi-Media Technology Ventures, Ltd.																								
Street Address:	668 N. Coast Hwy. #191																								
City:	Laguna Beach																								
State/Country:	CALIFORNIA																								
Postal Code:	92651																								
Entity Type:	LIMITED PARTNERSHIP: NEVADA																								
PROPERTY NUMBERS Total: 7																									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3197189</td> <td>GIDGET</td> </tr> <tr> <td>Registration Number:</td> <td>3234890</td> <td>GIDGET</td> </tr> <tr> <td>Registration Number:</td> <td>3740628</td> <td>GIDGET</td> </tr> <tr> <td>Registration Number:</td> <td>2884815</td> <td>GIDGET</td> </tr> <tr> <td>Registration Number:</td> <td>2093572</td> <td>GIDGET</td> </tr> <tr> <td>Registration Number:</td> <td>2858516</td> <td>G</td> </tr> <tr> <td>Registration Number:</td> <td>4077428</td> <td>GIDGET</td> </tr> </tbody> </table>		Property Type	Number	Word Mark	Registration Number:	3197189	GIDGET	Registration Number:	3234890	GIDGET	Registration Number:	3740628	GIDGET	Registration Number:	2884815	GIDGET	Registration Number:	2093572	GIDGET	Registration Number:	2858516	G	Registration Number:	4077428	GIDGET
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CORRESPONDENCE DATA																									
Fax Number:	9497609502																								
<p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p>																									

OP \$190.00 3197189

Phone: 949-760-0404
Email: efilings@knobbe.com
Correspondent Name: Lynda J. Zadra-Symes
Address Line 1: 2040 Main Street, 14th Floor
Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	MMTV.000GEN
NAME OF SUBMITTER:	Lynda J. Zadra-Symes
Signature:	/Lynda J. Zadra-Symes/
Date:	01/08/2013

Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (hereinafter referred to as "Assignment") is by and between Gidget Marks, LLC, Gidget Worldwide, Inc., Victor Valles and J. Kevin Powell (hereinafter collectively referred to as "ASSIGNOR"), and Multi-Media Technology Ventures, Ltd. (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is the owner of the GIDGET Trademark and all rights appurtenant thereto, including but not limited to all goodwill in the GIDGET Trademark, all applications and registrations listed in Schedule A, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "GIDGET Trademark") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said GIDGET Trademark and has not abandoned the same;

WHEREAS, ASSIGNOR and ASSIGNEE are parties to a lawsuit in the Orange County Superior Court entitled *Multi-Media Technology Ventures, Ltd. v. Victor Valles, et al.*, Case No. 30-2009-00323608;

WHEREAS, by Settlement Agreement effective December 10, 2010, ASSIGNOR agreed to pay \$400,000 plus ten percent (10%) interest per annum to ASSIGNEE by December 10, 2012, and further agreed that, in the event of ASSIGNOR's failure to timely pay said amount, ASSIGNOR shall immediately assign all rights, title and interest in the GIDGET Trademark to ASSIGNEE, as also reflected in the Stipulated Judgment incorporated in the Settlement Agreement;

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the GIDGET Trademark worldwide, including all goodwill in the business symbolized by said GIDGET Trademark; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the GIDGET Trademark worldwide and any other registered or unregistered trademarks incorporating the word GIDGET owned or used by ASSIGNOR or any of its licensees worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the GIDGET Trademark, registrations and applications set forth in Schedule A;
- (2) any other registered or unregistered trademarks incorporating the word GIDGET owned or used anywhere in the world by ASSIGNOR or any of its licensees;

together with the goodwill in the business symbolized by said GIDGET Trademark worldwide, and other registered or unregistered trademarks incorporating the word GIDGET owned or used anywhere in the world by ASSIGNOR or any of its licensees, concurrent with the transfer of the goodwill in the existing and ongoing business symbolized by the GIDGET Trademark.

ASSIGNOR represents and warrants that it has listed all applications and registrations relating to the GIDGET Trademark in Schedule A hereto and that all said applications and registrations are valid and subsisting.

This Assignment shall not take effect unless and until ASSIGNOR fails to make timely payment to ASSIGNEE of \$400,000 plus ten percent (10%) interest per annum by December 10, 2012, pursuant to the Settlement Agreement effective December 10, 2010.

Executed by ASSIGNOR at Newport Beach, this 19th day of January, 2011.

GIDGET MARKS, LLC

By: [Signature]
Name J. Kevin Powell
Title CEO
Address 21882 Bellcroft Drive Lake Forest CA 92630

GIDGET WORLDWIDE, INC.

By: [Signature]
Name J. Kevin Powell
Title CEO
Address 21882 Bellcroft Drive Lake Forest CA 92630

VICTOR VALLES, an individual

By: [Signature]
Victor Valles

J. KEVIN POWELL, an individual

By: [Signature]
J. Kevin Powell

State of California)
County of Orange)

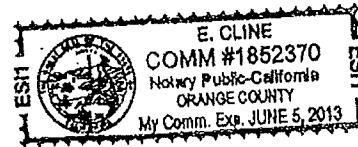
On January 19, 2011, before me, E. Cline, Notary Public, personally appeared Victor Valles, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument TRADEMARK ASSIGNMENT AGREEMENT 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 E. Cline

(Seal)



State of California)
County of Orange)

On January 19, 2011, before me, E. Cline, Notary Public, personally appeared J. Kevin Powell, 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 TRADEMARK ASSIGNMENT AGREEMENT the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

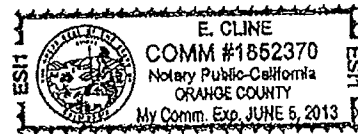
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)



Executed by ASSIGNEE at Laguna Beach, this 3rd day of January,
2010:

MULTI-MEDIA TECHNOLOGY VENTURES, LTD

By: 

Name RON FAXSON

Title MANAGING PARTNER

Address 668 N. COAST HWY #191

LAGUNA BEACH, CA 92651

TRADEMARK

REEL: 004938 FRAME: 0683

STATE OF)
) ss.
COUNTY OF)

On _____, before me, _____, notary public, personally appeared _____ (ASSIGNOR) 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.

[SEAL]

Signature

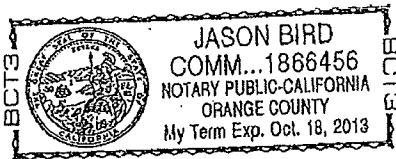
STATE OF) California
) ss.
COUNTY OF) Orange

On January 3rd, 2011, before me, Jason Bird, notary public, personally appeared Ron Paxson (ASSIGNEE) 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.

[SEAL]



Jason Bird
Signature