

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	MERGER										
EFFECTIVE DATE:	10/01/2012										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Social Dynamx Inc.</td> <td></td> <td>10/01/2012</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Social Dynamx Inc.		10/01/2012	CORPORATION: DELAWARE
Name	Formerly	Execution Date	Entity Type								
Social Dynamx Inc.		10/01/2012	CORPORATION: DELAWARE								
RECEIVING PARTY DATA											
Name:	Lithium Technologies, Inc.										
Street Address:	6121 Hollis Street Suite 4										
City:	Emeryville										
State/Country:	CALIFORNIA										
Postal Code:	94608										
Entity Type:	CORPORATION: DELAWARE										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>85424704</td> <td>SOCIAL DYNAMX</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Serial Number:	85424704	SOCIAL DYNAMX		
Property Type	Number	Word Mark									
Serial Number:	85424704	SOCIAL DYNAMX									
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>											
Phone:	510-318-7042										
Email:	dean.kayes@lithium.com										
Correspondent Name:	Dean H. Kayes										
Address Line 1:	6121 Hollis Street Suite 4										
Address Line 4:	Emeryville, CALIFORNIA 94608										
NAME OF SUBMITTER:	Dean H. Kayes										
Signature:	//DEANKAYES//										
Date:	01/28/2013										

OP \$40.00 85424704

Total Attachments: 6

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AGREEMENT AND PLAN OF MERGER

BY AND AMONG

**LITHIUM TECHNOLOGIES, INC., LIGHTHOUSE ACQUISITION ONE CORPORATION,
LIGHTHOUSE ACQUISITION TWO LLC**

SOCIAL DYNAMX INC.,

**EACH OF THE KEY HOLDERS OF THE COMPANY, SOLELY WITH RESPECT TO ARTICLES
I, IV, V, VII AND IX HEREOF ONLY**

AND

WITH RESPECT TO ARTICLES I, VII, VIII AND IX ONLY

MIKE BETZER, AS STOCKHOLDER REPRESENTATIVE

AND

WITH RESPECT TO ARTICLES I, VII, VIII AND IX ONLY

U.S. BANK NATIONAL ASSOCIATION, AS ESCROW AGENT

Dated as of October 1, 2012

“Registered IP” shall mean all Intellectual Property Rights, that are the subject of an application, certificate, filing, registration, or other document issued by, filed with, or recorded by, any state, government, or other public legal authority at any time in any jurisdiction, including without limitation all applications, reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations, and continuations-in-part associated with patents.

“Security Breach” means any loss or misuse of, or unauthorized access to, Company Data that gives rise to an obligation to provide notice under applicable federal or state data breach laws or regulations, or any comparable contractual requirement to provide notice to any third party.

“Shrink Wrap” means any generally commercially available software in executable code form (other than development tools and development environments) that is available for a cost of not more than U.S. \$5,000 for a perpetual license for a single user or work station (or \$20,000 in the aggregate for all users and work stations), or for a cost of not more than U.S. \$1,000 per month (or \$5,000 in the aggregate) for access to hosted applications used for administrative, sales, project management or back office support.

“Technology” shall mean all the following forms of technology as embodied in a tangible or digital medium: (i) published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs (whether in source code or executable form), documentation, compilations, databases, derivative works, literary works, maskworks, and sound recordings; (ii) inventions (whether or not patentable), discoveries, improvements and compositions of matter, methods, and processes and new uses for any of the preceding items; (iii) information that is not generally known or readily ascertainable through proper means whether tangible or intangible, including, without limitation, algorithms, customer lists, ideas, designs, formulas, know-how, methods, processes, programs, technical data, and techniques; and (iv) databases, data compilations and collections.

(b) Company Products and Company Websites. Section 2.13(b) of the Company Disclosure Schedule lists all Company Products by name and version number (as applicable) and Company Websites.

(c) Registered IP. Section 2.13(c)(1) of the Company Disclosure Schedule lists: (i) each item of Registered IP which is owned by, filed in the name of, or applied for by, the Company or subject to a valid obligation of assignment to the Company (whether owned exclusively, jointly with another Person, or otherwise) (**“Company Registered IP”**); (ii) the jurisdiction in which such item of Registered IP has been registered or filed and the applicable registration or serial number; (iii) any other Person that has an ownership interest in such item of Registered IP and the nature of such ownership interest. Section 2.13(c)(2) of the Company Disclosure Schedule lists: (1) any actions that must be taken by the Company within 180 days of the Closing Date with respect to any Company Registered IP, including the payment of any registration, maintenance or renewal fees or the filing of any documents, applications or certificates, and (2) lists any proceedings or actions before any court or tribunal (including the United States Patent and Trademark Office (the **“PTO”**) or equivalent authority anywhere in the world) to which the Company is a party or in which claims are raised relating to the validity, enforceability, scope, ownership or infringement of any of the Company Registered IP. All necessary registration, maintenance and renewal fees in connection with such Company Registered IP that are or will be due for payment on or before the Closing Date have been or will be timely paid and all necessary documents and certificates in connection with such Company Registered IP that are or will be due for filing on or before the Closing Date have been or will be timely filed with the PTO or other relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as

the case may be, for the purposes of maintaining such Company Registered IP. To the extent provided by and in accordance with applicable laws and regulations, the Company has recorded each assignment of Registered IP to the Company by a third Person that is included within the Company Registered IP with each relevant Governmental Entity. The Company has provided to Parent complete and accurate copies of all material applications, correspondence with the relevant Governmental Entity and other material documents related to each such item of Registered IP.

(d) Validity and Enforceability. All Company Registered IP is subsisting, and enforceable (or applied for, in the case of applications), and valid (to the extent such concepts are applicable and assuming registration when required for enforcement). Without limiting the generality of the foregoing:

(i) Each U.S. patent application and U.S. patent in the Company Registered IP was filed within one year of a printed publication, public use or offer for sale by Company of each invention described in the U.S. patent application or U.S. patent. Each foreign patent application and foreign patent in the Company Registered IP was filed or claims priority to a patent application filed prior to each invention described in the foreign patent application or foreign patent being made available to the public by Company.

(ii) The Company has not engaged in patent or copyright misuse or any fraud or inequitable conduct in connection with any Company Registered IP.

(iii) To the Knowledge of the Company, no trademark or trade name included in the Company Owned IP is confusingly similar with any trademark or trade name owned, used or applied for by any other person. No event or circumstance (including a failure to exercise adequate quality controls and an assignment in gross without the accompanying goodwill) has occurred or exists that has resulted in, or could reasonably be expected to result in, the abandonment by the Company of any trademark (whether registered or unregistered) owned, used or applied for by the Company.

(iv) No application for a patent or a copyright, or trademark registration or any other type of Company Registered IP has been abandoned, allowed to lapse, or rejected, except for office action rejections in the ordinary course of prosecution.

(v) No interference, opposition, reissue, reexamination, or other legal proceeding against Company Registered IP is or has been pending or, to the Knowledge of the Company, threatened, in which the ownership, scope, validity, or enforceability of any Company Registered IP is being, has been, or could reasonably be expected to be contested or challenged.

(vi) All Company Owned IP will be fully transferable, alienable and licensable by the Company and/or Parent without restriction and without payment of any kind to any third party.

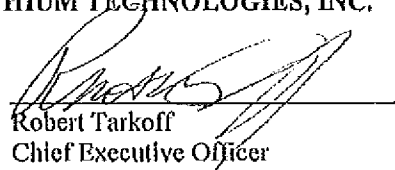
(vii) No Company Owned IP is subject to any proceeding or outstanding decree, order, judgment or settlement agreement, stipulation, or Lien that restricts in any manner the use, transfer or licensing thereof by the Company or may affect the validity, use, or enforceability of such Company Owned IP.

(viii) To the extent such right is applicable, the Company has the sole and exclusive right to bring a claim or suit against a third party for infringement or misappropriation of the Company Owned IP.

IN WITNESS WHEREOF, Parent, Sub I, Sub II, the Company, the Key Holders, the Stockholder Representative and the Escrow Agent have executed, or caused this Agreement to be executed, all as of the date first written above.

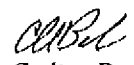
LITHIUM TECHNOLOGIES, INC.

By:


Robert Tarkoff
Chief Executive Officer

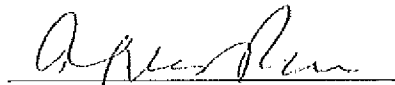
LIGHTHOUSE ACQUISITION ONE
CORPORATION

By:


Carlton Baab
Director

LIGHTHOUSE ACQUISITION TWO LLC

By:



Agnes Pak
General Counsel and Secretary

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]

TRADEMARK
REEL: 004950 FRAME: 0537

IN WITNESS WHEREOF, Parent, Sub I, Sub II, the Company, the Key Holders, the Stockholder Representative and the Escrow Agent have executed, or caused this Agreement to be executed, all as of the date first written above.

SOCIAL DYNAMX INC.

By: 
Mike Betzer
Chairman and Chief Executive Officer

Signature Page to Agreement and Plan of Merger

TRADEMARK
REEL: 004950 FRAME: 0538

Section 2.13(c)(1)

Name	Jurisdiction	Registration or Serial Number	Other Person with Ownership Interest?	Nature of Ownership Interest
Social Dynamx (Trademark)	United States Patent and Trademark Office	U.S. TRADEMARK APPLICATION NO. 85424704 - SOCIAL DYNAMX - 801217	No	N/A
System and Method for Providing a Social Customer Care Network (Provisional Patent)	United States Patent and Trademark Office	U.S. Provisional Patent Application No. US 61/636,132	No	N/A