

TRADEMARK ASSIGNMENT

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04/15/2013
 900252438

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Club Texting, Inc.		12/27/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	CallFire, Inc.
Street Address:	1335 4th Street
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90401
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3674687	CLUB TEXTING
Registration Number:	3549352	EZ TEXTING

CORRESPONDENCE DATA

Fax Number: 8184446327
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 818-444-4500
 Email: kchoi@stubbsalderton.com
 Correspondent Name: Stubbs Alderton & Markiles Attn: K Choi
 Address Line 1: 15260 Ventura Blvd. Fl 20
 Address Line 4: Sherman Oaks, CALIFORNIA 91403

ATTORNEY DOCKET NUMBER:	CALLFIRE.03
NAME OF SUBMITTER:	Kirstin Choi

OP \$65.00 3674687

Signature:	/s/ Kirstin Choi
Date:	04/15/2013
Total Attachments: 5 source=Final Executed - Club Texting - Assignment of Intellectual Property#page1.tif source=Final Executed - Club Texting - Assignment of Intellectual Property#page2.tif source=Final Executed - Club Texting - Assignment of Intellectual Property#page3.tif source=Final Executed - Club Texting - Assignment of Intellectual Property#page4.tif source=Final Executed - Club Texting - Assignment of Intellectual Property#page5.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT (this “*Assignment*”) is entered into as of December 27, 2012, by and among CallFire, Inc., a Delaware corporation (“*Assignee*”), Club Texting, Inc., a New York corporation doing business as Ez Texting (“*Ez Texting*”), and National Mobile Solutions LLC, a Delaware limited liability company and wholly-owned subsidiary of Ez Texting (“*NMS*” and together with Ez Texting, “*Assignor*”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in that certain Asset Purchase Agreement dated as of December 14, 2012 (the “*Purchase Agreement*”), by and among Assignee, Assignor and the other parties signatory thereto.

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest in and to (i) the trademarks, trademark applications, service marks, service mark applications and trade names adopted and used by Assignor in connection with the Business set forth on Schedule A attached hereto (collectively, the “*Marks*”), and (ii) the copyrights set forth on Schedule B attached hereto (the “*Copyrights*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, without any reservation of rights, the entire right, title and interest in and to the Marks and the Copyrights, and all renewals, extensions, registrations and applications thereof, together with all goodwill associated therewith, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the date of this Assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks and the Copyrights, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States, the Register of Copyrights of the United States and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks and the Copyrights, as applicable.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other party hereto, it being understood that all parties hereto need not sign the same counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Assignment of Intellectual Property to be executed and delivered by their respective representatives thereunto duly authorized, all as of the date first above written.

ASSIGNEE:

CALLFIRE, INC.

By: 
.....
Dinesh Ravishanker
Chief Executive Officer

ASSIGNOR:

CLUB TEXTING, INC.

By:
Shahriyar Neman
Chief Executive Officer

NATIONAL MOBILE SOLUTIONS LLC

By:
Shahriyar Neman
Manager

IN WITNESS WHEREOF, the parties have caused this Assignment of Intellectual Property to be executed and delivered by their respective representatives thereunto duly authorized, all as of the date first above written.

ASSIGNEE:

CALLFIRE, INC.

By: _____
Dinesh Ravishanker
Chief Executive Officer

ASSIGNOR:

CLUB TEXTING, INC.

By: _____
Shahriyar Neman
Chief Executive Officer

NATIONAL MOBILE SOLUTIONS LLC

By: _____
Shahriyar Neman
Manager

SCHEDULE A

REGISTERED MARKS

<u>NAME OF MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>
CLUB TEXTING	U.S.A.	3674687
EZ TEXTING	U.S.A.	3549352
CLUB TEXTING	Canada	TMA773906
EZ TEXTING	Canada	TMA773471

UNREGISTERED MARKS

Business Class SMS Marketing

Refreshingly Simply & Surprising Affordable SMS Marketing

SCHEDULE B

COPYRIGHTS

All content included in or on the websites identified in Schedule 2.9 of the Purchase Agreement.