

## 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           |
| Hatch Labs, Inc.  |  | 05/17/2013     | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA  |  |                |                       |
| Name:   | Breaktime Studios, Inc.                      |                |                       |
| Street Address:   | 100 Montgomery Street, Suite 1410            |                |                       |
| City:   | San Francisco                                |                |                       |
| State/Country:  | CALIFORNIA                                   |                |                       |
| Postal Code:  | 94104  |                |                       |
| Entity Type:  | CORPORATION: DELAWARE                        |                |                       |
| PROPERTY NUMBERS Total: 1   |  |                |                       |
| Property Type   | Number                                       | Word Mark      |                       |
| Registration Number:  | 4172650                                      | BLU TRUMPET    |                       |
| CORRESPONDENCE DATA   |  |                |                       |
| Fax Number:   | 4159831200                                   |                |                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |                |                       |
| Phone:  | 415-983-1274                                 |                |                       |
| Email:  | rburlingame@pillsburylaw.com                 |                |                       |
| Correspondent Name:   | Robert B. Burlingame                         |                |                       |
| Address Line 1:   | P.O. Box 2824                                |                |                       |
| Address Line 2:   | Calendar/Docketing Department                |                |                       |
| Address Line 4:   | San Francisco, CALIFORNIA 94126-2824         |                |                       |
| ATTORNEY DOCKET NUMBER:   | 035941-0000007/RBB                           |                |                       |
| NAME OF SUBMITTER:  | Robert B. Burlingame                         |                |                       |
| Signature:  | /Robert B. Burlingame/                       |                |                       |

Date:

05/17/2013

**Total Attachments: 5**

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## TRADEMARK AND DOMAIN ASSIGNMENT

THIS TRADEMARK AND DOMAIN ASSIGNMENT (this “Trademark and Domain Assignment”) is made and entered into as of May 17, 2013 by and among Breaktime Studios, Inc., a Delaware corporation (“Assignee”), Blu Trumpet, LLC, a Delaware limited liability company (“Blu Trumpet”) and Hatch Labs, Inc., a Delaware corporation formerly known as Mobile Hatch, Inc. (together with Blu Trumpet, “Assignors”, each an “Assignor”). Each of Assignee and Assignors are referred to herein sometimes as a “Party” and together as the “Parties.” All defined terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of May 17, 2013, by and among Assignors and Assignee (the “Asset Purchase Agreement”).

WHEREAS, Assignors and Assignee entered into the Asset Purchase Agreement, pursuant to which, among other things, Assignors have agreed to assign to Assignee the Assigned Domains and Assigned Trademarks.

In consideration of the foregoing and the mutual covenants and agreements contained herein and in the Asset Purchase Agreement, and intending to be legally bound hereby, the parties agree as follows:

1. Definitions. The Term “Assigned Domains” means the domain name registrations set forth on Schedule A attached hereto, and the term “Assigned Trademarks” means the trademark registrations set forth on Schedule A attached hereto.

2. Assignment. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Assignor hereby irrevocably sells, assigns, transfers and delivers to Assignee all of such Assignor’s right, title and interest in and to the Assigned Domains and Assigned Trademarks, including the right to prosecute and maintain any of the Assigned Domains or Assigned Trademarks and the right to sue and recover damages for past, present and future infringement or other violation or impairment of any of the Assigned Domains or Assigned Trademarks.

3. Transfer of Registration. Within ten (10) business days of the Closing Date, Assignors will initiate the process of transferring registration for the Assigned Domains to Assignee with the applicable registrars. Assignors will comply with all registrar policies and requirements for domain transfer, including without limitation providing relevant access to Assignee to the applicable accounts, authorization codes, user names, and any other information necessary to effectuate the transfer of registration for the Assigned Domains to Assignee.

4. No Warranties. This Trademark and Domain Assignment provides no warranties of any kind, express or implied, with respect to the Assigned Trademarks, provided that the foregoing shall not be deemed or interpreted to modify or limit any representations or warranties with respect to the Assigned Domains or Assigned Trademarks provided in the Asset Purchase Agreement.

5. Further Assurances. Each Assignor will, without demanding any additional transaction consideration, at the request and expense of the Assignee (except for the value of the time of such Assignor’s employees), use its commercially reasonable efforts to do all lawful acts

that are necessary for recording, evidencing, and otherwise perfecting the transfer of ownership of the Assigned Domains and Assigned Trademarks to Assignee contemplated herein.

6. Successors and Assigns. This Trademark and Domain Assignment will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.

7. Severability. If any provision of this Trademark and Domain Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Trademark and Domain Assignment will remain in full force and effect. Any provision of this Trademark and Domain Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

8. Governing Law. This Trademark and Domain Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of choice or conflicts of law thereof.

9. Counterparts. This Trademark and Domain Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts.

10. Precedence. The Asset Purchase Agreement shall take precedence over this Trademark and Domain Assignment. In the event of any difference, discrepancy or conflict between any term or condition in the Asset Purchase Agreement and any term or condition in this Trademark and Domain Assignment, the terms and conditions of the Asset Purchase Agreement shall prevail and govern.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Trademark and Domain Assignment to be executed as of the date first written above by their respective duly authorized officers.

Witness Signature: Margaret E. Noonan

Witness Name (print): Margaret E. Noonan

ASSIGNORS:

BLU TRUMPET, LLC, a Delaware limited liability company

By: [Signature]  
Name: Matt Stitzer  
Title: Vice President, General Counsel + Secretary

Witness Signature: Margaret E. Noonan

Witness Name (print): Margaret E. Noonan

HATCH LABS, INC., a Delaware corporation formerly known as Mobile Hatch, Inc.

By: [Signature]  
Name: Matt Stitzer  
Title: Vice President and Secretary

ASSIGNEE:

BREAKTIME STUDIOS, INC., a Delaware corporation

Witness Signature: \_\_\_\_\_

Witness Name (print): \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignors and Assignee have caused this Trademark and Domain Assignment to be executed as of the date first written above by their respective duly authorized officers.

Witness Signature: \_\_\_\_\_

Witness Name (print): \_\_\_\_\_

ASSIGNORS:

BLU TRUMPET, LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name (print): \_\_\_\_\_

HATCH LABS, INC., a Delaware corporation formerly known as Mobile Hatch, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness Signature: *Amanda Jurinen*

Witness Name (print): Amanda Jurinen

ASSIGNEE:

BREAKTIME STUDIOS, INC., a Delaware corporation

By: *M. Davis*

Name: M. Davis

Title: CEO

**SCHEDULE A**

**ASSIGNED TRADEMARKS AND ASSIGNED DOMAINS**

| Jurisdiction  | Registered Owner | Trademark               | Registration No. | Issue Date    |
|---------------|------------------|-------------------------|------------------|---------------|
| United States | Hatch Labs, Inc. | "BLU TRUMPET" word mark | 4172650          | July 10, 2012 |

| Domain Name     | Registrar   |
|-----------------|-------------|
| blutrumpet.com  | godaddy.com |
| blutrumpet.info | godaddy.com |
| blutrumpet.mobi | godaddy.com |
| blutrumpet.net  | godaddy.com |
| blutrumpet.org  | godaddy.com |