

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			
Name	Formerly	Execution Date	Entity Type
Naratte, Inc.		12/11/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	VeriFone, Inc.		
Street Address:	2099 Gateway Place, Suite 600		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95110		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4238316	NARATTE	
Registration Number:	4246576	ZOOSH	
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:	103415-12-00		
NAME OF SUBMITTER:	Jacqueline Zion		
Signature:	/JZ/		

CH \$65.00 4238316

Date:

05/28/2013

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("IP Assignment") is made and entered into as of December 11, 2012 (the "Effective Date"), by and between Naratte, Inc., a corporation organized under the laws of the State of Delaware ("Assignor"), and VeriFone, Inc., a corporation organized under the laws of the State of Delaware ("Assignee").

WHEREAS, Assignor and Assignee have entered into a Purchase Agreement, dated December 11, 2012 (the "Purchase Agreement");

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the Registered Transferred Intellectual Property (as defined below); and

WHEREAS, the Purchase Agreement contemplates that Assignor shall assign to Assignee, and Assignee shall accept from Assignee, all Assignee's right, title and interest in and to the Transferred Intellectual Property, including but not limited to, all goodwill, all going concern value, and all of right, title and interest in and to the Intellectual Property identified on Schedule 3.10(a)(i) of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Defined Terms. For purposes of this IP Assignment, unless otherwise indicated herein, capitalized terms shall have the meanings ascribed to them in the Purchase Agreement.

ARTICLE II

ASSIGNMENT

Section 2.01 Assignment. For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Assignor hereby sells, assigns, grants, transfers, conveys, and sets over to Assignee and its successors, assigns, and nominees absolutely and forever all Assignor's entire right, title and interest in all of the Transferred Intellectual Property that is Registered under the laws of the United States (the "Registered Transferred Intellectual Property"), including, but not limited to:

- (a) All goodwill;
- (b) All going concern value;
- (c) All those rights in and to the pending patent applications listed on Exhibit A to this IP Assignment; and

- (d) All those rights in and to the trademarks listed on Exhibit B to this IP Assignment; and
- (e) All rights of priority and renewals, all rights of recovery, all income, royalties, damages and payments due at the Effective Date or thereafter with respect to the Registered Transferred Intellectual Property and all other rights thereunder including but not limited to damages and payments for past, present or future infringements or misappropriations thereof, and the right to sue and recover for past, present or future infringements or misappropriations thereof;

All of the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

Section 2.02 Recordal of the Assignment. Assignor hereby authorizes Assignee to request the relevant Government Entity to record Assignee or one of its Affiliates as the assignee and owner of the Registered Transferred Intellectual Property, as applicable, and hereby consents to such recordal. Assignor also agrees at the reasonable request of Assignee, to furnish such further information, execute and deliver further instruments of transfer and assignment and to take such other action as Assignee may reasonably request for the purpose of carrying out the intent of this IP Assignment and, in the event Assignee is unable to have Assignor execute such instruments after exercising reasonable efforts, hereby designates Assignee as Assignor's attorney-in-fact for the specific and limited purpose of executing all such instruments.

ARTICLE III

MISCELLANEOUS

Section 3.01 Amendment; Waiver. Any provision of this IP Assignment may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Assignor and Assignee, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

Section 3.02 No Assignment or Benefit to Third Parties. This IP Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and permitted assigns. Assignor may not assign any of its obligations under this IP Assignment, by operation of Law or otherwise, without the prior written consent of Assignee. Any attempted assignment that does not comply with this Section shall be void ab initio. For avoidance of doubt, nothing in this IP Assignment shall in any way inhibit Assignee from licensing, assigning or otherwise transferring any and all of its rights in or to the U.S. Registered Transferred Intellectual Property. Nothing in this IP Assignment, express or implied, is intended to confer upon any Person other than Assignor and Assignee and their respective successors, legal representatives and permitted assigns, any rights or remedies under or by reason of this IP Assignment.

Section 3.03 Governing Law; Waiver of Jury Trial.

(a) THIS IP ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND ALL DISPUTES BETWEEN THE PARTIES UNDER OR RELATED TO THE IP ASSIGNMENT OR THE FACTS AND CIRCUMSTANCES LEADING TO ITS EXECUTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

(b) Each party hereto acknowledges and agrees that any controversy which may arise under this IP Assignment is likely to involve complicated and difficult issues, and therefore it hereby irrevocably and unconditionally waives any and all right to trial by jury in any legal proceeding arising out of or relating to this IP Assignment or the transactions contemplated hereby.

Section 3.04 Entire Agreement. This IP Assignment and the Purchase Agreement (including all Schedules and Exhibits thereto) contain the entire agreement between the parties hereto with respect to the subject matter hereof and thereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

Section 3.05 Counterparts. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same IP Assignment.

Section 3.06 Severability. The provisions of this IP Assignment shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this IP Assignment, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this IP Assignment and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

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IN WITNESS THEREOF, the parties have caused this Intellectual Property Assignment to be executed by their duly authorized representatives as of the date set forth above.

"ASSIGNOR"

Naratte, Inc.
a corporation organized under the laws of
the State of Delaware

By: Brett Paulson
Name: Brett Paulson
Title: CEO, President

"ASSIGNEE"

VeriFone, Inc.
a corporation organized under the laws of
the State of Delaware

By: 
Name: Albert Liu
Title: EVP, Corporate Development and
General Counsel

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

Exhibit A: Patents and Patent Applications

Title	Application Number	Record Owner
Sonic communication system and method	12/870,767	Naratte, Inc.
Acoustic modulation protocol	13/151,516	Naratte, Inc.
Coupon distribution and redemption via acoustic communication	13/163,094	Naratte, Inc.
Sonic communication method and system for commerce	12/914,964	Naratte, Inc.
Sonic communication method and system for commerce II	12/914,975	Naratte, Inc.
Sonic fast sync system and method for bluetooth	12/942,996	Naratte, Inc.

Exhibit B: Trademarks

Serial Number	Registration Number	Word Mark	Record Owner	Registration Date
85230804	4238316	Naratte	Naratte, Inc.	November 6, 2012
85230806	4246576	Zoosh	Naratte, Inc.	November 20, 2012