

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
Orchestra, Inc.		06/05/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Ozzy Acquisition Sub II, LLC
Street Address:	185 Berry Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94107
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Serial Number:	85688034	MAILBOX
Serial Number:	85283214	ORCHESTRA
Serial Number:	85283222	ORCHESTRA
Serial Number:	85283226	ORCHESTRA
Serial Number:	85283229	ORCHESTRA

CORRESPONDENCE DATA	
Fax Number:	3105860564
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(310) 586-6564
Email:	latm2@gtlaw.com
Correspondent Name:	Susan L. Heller
Address Line 1:	1840 Century Park East, #1900
Address Line 4:	Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	132963-010500
-------------------------	---------------

CH \$140.00 85688034

NAME OF SUBMITTER:	Susan L. Heller
Signature:	/slh/
Date:	06/22/2013
Total Attachments: 4 source=EXECUTED Orchestra to Ozzy TM Assignment#page1.tif source=EXECUTED Orchestra to Ozzy TM Assignment#page2.tif source=EXECUTED Orchestra to Ozzy TM Assignment#page3.tif source=EXECUTED Orchestra to Ozzy TM Assignment#page4.tif	

CONFIRMATION OF TRADEMARK ASSIGNMENT

THIS CONFIRMATION OF TRADEMARK ASSIGNMENT AGREEMENT (“**Agreement**”) is made the 5th day of June, 2013, by and between:

1. **Orchestra, Inc.**, a Delaware corporation, with its address at 459 Hamilton Avenue, Suite 201, Palo Alto, CA 94301 (hereinafter referred to as the “**Assignor**”) of the first part, and
2. **Ozzy Acquisition Sub II, LLC**, a Delaware limited liability company, with its address at 185 Berry Street, San Francisco, CA 94107 (hereinafter referred to as the “**Assignee**”) of the other part.

WHEREAS, Assignor has adopted, has used, is using, and owns various trademarks, service marks, trade names, stylizations and logos (the “**Adopted Trademarks**”).

WHEREAS, Assignor and Assignee have entered into that certain Agreement and Plan of Merger dated March 14, 2013 (the “**Merger Agreement**”) pursuant to which Assignor became a wholly-owned subsidiary of Assignee. The Merger Agreement became effective on March 18, 2013.

WHEREAS, by operation of law, upon consummation of the Agreement, Assignor assigned unto Assignee all right, title and interest in and to the Adopted Trademarks, together with the goodwill associated with and symbolized by them (the “**Assignment**”), including, without limitation, those trademarks, service marks, trade names, stylizations, logos, and the corresponding applications and registrations listed in the accompanying Schedule A, as well as any and all other trademarks, service marks, trade names, stylizations and logos adopted by, in use by, owned by, applied for by, or registered to assignor worldwide (the “**Transferred Trademarks**”), together with the portion of the business which is ongoing and existing to which the trademarks, service marks, trade names, stylizations and logos pertain;

WHEREAS, the Assignor and Assignee desire to execute and record this Confirmation of Trademark Assignment, in order to confirm the assignment of each of the Transferred Trademarks to Assignee pursuant to the terms of the Merger Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and understandings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby confirms the assignment, transfer conveyance and delivery to the Assignee and its successors and assigns, and the Assignee confirms acceptance from Assignor, of all of its right, title, and interest in, to, and under the Transferred Trademarks

pursuant to the Merger Agreement, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Transferred Trademarks, and all registrations that have been or may be granted for any of the Transferred Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Transferred Trademarks and symbolized thereby, and that portion of the business which is ongoing and existing to which the trademarks pertain, together with the right to (a) sue and recover damages for future, present, and past infringements of the Transferred Trademarks, (b) seek equitable relief, (c) settle and retain proceeds from any such actions, (d) receive any current or future royalties based on any of the foregoing, and (e) fully and entirely stand in the place of the Assignor in all matters related to the Transferred Trademarks.

2. Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of the Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required to effect the terms of the Assignment and its recordation in relevant state and national trademark offices.

3. Assignor hereby grants to Assignee, the attorney of record, the power to insert on this Agreement (including in Schedule A) any further information identifying the Transferred Trademarks that may be necessary or desirable in order to comply with the rules of the relevant trademark office for recordation of this document. Without limiting the foregoing, the attorney of record is hereby granted the power to insert missing serial numbers, correct typographical errors and to add to Schedule A any Transferred Trademarks that currently are not expressly listed on Schedule A.

SCHEDULE A

Trademark Applications and Registrations

MARK	COUNTRY	APP. NO.	APP. DATE	REG. NO.	REG. DATE
M MAILBOX (and Design)	United States	85/688,034	7/26/2012		
ORCHESTRA	United States	85/283,214	3/31/2011		
ORCHESTRA	United States	85/283,222	3/31/2011	4,265,145	12/25/2012
ORCHESTRA	United States	85/283,226	3/31/2011	4,265,146	12/25/2012
ORCHESTRA	United States	85/283,229	3/31/2011	4,162,149	6/19/2012

Duly Authorized Representative of ASSIGNOR

Gentry Underwood

Gentry Underwood
Chief Executive Officer

Date of Signature

June _____, 2013

Jun 19, 2013

Duly Authorized Representative of ASSIGNEE

Andrew Houston

Andrew Houston
Chief Executive Officer

Date of Signature

June _____, 2013

Jun 5, 2013