

## 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
Bebo.com, Inc., Debtor-In-Possession		07/11/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	Pigs In Flight, Inc.		
Street Address:	387 Tehama Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3776968	BEBO	
Registration Number:	3671381	BEBO	
CORRESPONDENCE DATA			
Fax Number:	4158969220		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	suzan@monkeyinferno.com		
Correspondent Name:	Pigs In Flight, Inc.		
Address Line 1:	387 Tehama Street		
Address Line 4:	San Francisco, CALIFORNIA 94103		
NAME OF SUBMITTER:	Suzan Canli		
Signature:	/Suzan Canli/		
Date:	07/17/2013		

OP \$65.00 3776968

**Total Attachments: 12**

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Estate of Bebo.com, Inc.

Bill of Sale for Business Assets

This Bill of Sale (the "Agreement"), with the effective date of July 11, 2013, is entered into by and between Bebo.com, Inc., a Delaware corporation and the debtor and debtor-in-possession ("Bebo" or the "Debtor") in Case No. 2:13-bk-22205-ER (the "Case") currently before the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court") and Pigs in Flight, Inc., a Delaware corporation and affiliate of MXB Holdings, LP ("Purchaser", and, together with the Debtor, the "Parties"), for the sale of the assets described on Exhibit A.

Whereas, on July 3, 2013, the Bankruptcy Court entered an order approving the sale of the Business Assets to the Purchaser pursuant to the terms of that certain Asset Purchase and Sale Agreement, dated of even date herewith, between the Debtor and the Purchaser (the "Purchase Agreement"). Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

Now, therefore, the Parties agree as follows:

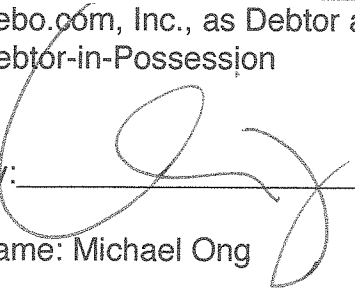

1. Purchase Price. Purchaser hereby purchases, and Bebo hereby sells, the Business Assets in exchange for \$1,010,000.00 paid as follows: (a) \$258,999.00 to be paid in the form of a credit bid pursuant to 11 U.S.C. § 363(k), and (b) the balance of \$751,001.00 to be paid in cash at Closing. To the extent further documents are necessary to perfect transfer of the Business Assets to Purchaser, Bebo and Purchaser agree to cooperate in the execution of any further documents to perfect Purchaser's purchase of the Business Assets. The Parties' mutually agreed finalized purchase price allocation per IRS Form 8594 is attached.

2. "As-Is." Purchaser has had every opportunity to familiarize itself with all the relevant facts regarding the Business Assets and the Business Assets' value, and Bebo has made no representations or warranties with respect to any of the Business Assets. As a result, Purchaser understands that it is acquiring the Business Assets "as-is" without the reliance on any statement with respect to the Business Assets by Bebo or its agents.

3. Jurisdiction. To the extent any dispute arises regarding this Agreement, the Parties agree that the Bankruptcy Court shall have exclusive jurisdiction over any such dispute.

*[Remainder of page intentionally blank; next page is signature page]*

Agreed as follows:

<p>Bebo.com, Inc., as Debtor and Debtor-in-Possession</p> <p>By: </p> <p>Name: Michael Ong</p> <p>Title: Responsible Person for the Debtor and Debtor-in-Possession</p>	<p>Pigs in Flight, Inc., as Purchaser</p> <p>By: </p> <p>Name: Lucinda Wirth</p> <p>Title: COO</p>
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## Exhibit A

### Description of the Business Assets

1. Domain – Bebo.com, and all business goodwill associated therewith.
2. Registered Trademarks:
  - Bebo – USPTO Reg. No. 3776968 (Registered under Bebo, Inc.)
  - Bebo – USPTO Reg. No. 3671381 (Registered under Bebo, Inc.)
  - Bebo – WIPO Reg. No. 922159 (AU, GB, IE) (Registered under Bebo, Inc.)
3. Registered Patents:
  - Multi-Media Tool for Creating and Transmitting Artistic Works – Publication No. 20090313547 (Application's Name: Bebo, Inc.)
  - Drawing Tool Used with Social Network Computer – Publication No. 20070016689 (Application's Name: Bebo, Inc.)
4. Servers located at QTS (in the designated Bebo.com cage). Buyer acknowledges delivery and receipt of Servers.
5. Accounts:
  - Google Adsense
  - Ad2One
  - OWMN, LTD / The Bridge
  - BlueCava
  - RapLeaf / Live Ramp
  - FastCupid
  - Meebo / Google
  - MeFeedia
  - AOL UK
  - Lotame
  - eXelate
  - Viximo, Inc.
  - Technorati
  - Nexage
  - Solve Media

**Asset Acquisition Statement  
 Under Section 1060**

OMB No. 1545-1021

▶ Attach to your income tax return.

Attachment  
 Sequence No. **169**

▶ Information about Form 8594 and its separate instructions is at [www.irs.gov/form8594](http://www.irs.gov/form8594)

Name as shown on return <b>Pigs In Flight, Inc.</b>	Identifying number as shown on return
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Check the box that identifies you:  
 Purchaser     Seller

**Part I General Information**

1 Name of other party to the transaction <b>Bebo.com, Inc. - Debtor in Possession</b>	Other party's identifying number <b>27-2844839</b>
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Address (number, street, and room or suite no.)  
**1021 Burlingame Avenue**

City or town, state, and ZIP code  
**Burlingame, CA 94010**

2 Date of sale <b>07/11/2013</b>	3 Total sales price (consideration) <b>\$1,010,000.00</b>
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**Part II Original Statement of Assets Transferred**

4 Assets	Aggregate fair market value (actual amount for Class I)	Allocation of sales price
Class I	\$ 4,000	\$ 4,000
Class II	\$ 0	\$ 0
Class III	\$ 23,000	\$ 23,000
Class IV	\$ 0	\$ 0
Class V	\$ 200,000	\$ 200,000
Class VI and VII	\$ 783,000	\$ 783,000
<b>Total</b>	<b>\$ 1,010,000</b>	<b>\$ 1,010,000</b>

5 Did the purchaser and seller provide for an allocation of the sales price in the sales contract or in another written document signed by both parties? . . . . .  Yes     No

If "Yes," are the aggregate fair market values (FMV) listed for each of asset Classes I, II, III, IV, V, VI, and VII the amounts agreed upon in your sales contract or in a separate written document? . . . . .  Yes     No

6 In the purchase of the group of assets (or stock), did the purchaser also purchase a license or a covenant not to compete, or enter into a lease agreement, employment contract, management contract, or similar arrangement with the seller (or managers, directors, owners, or employees of the seller)? . . . . .  Yes     No

If "Yes," attach a statement that specifies (a) the type of agreement and (b) the maximum amount of consideration (not including interest) paid or to be paid under the agreement. See instructions.



State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 03:34 PM 05/11/2012  
FILED 03:34 PM 05/11/2012  
SRV 120551121 - 4835798 FILE

CERTIFICATE OF AMENDMENT  
TO THE  
CERTIFICATE OF INCORPORATION  
OF  
BUCKAROO ACQUISITION CORP.


Buckaroo Acquisition Corp., a corporation (hereinafter called the "Corporation") organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Delaware General Corporation Law") does hereby certify that:

I. The amendment to the Corporation's Certificate of Incorporation set forth below was duly adopted in accordance with the provisions of Section 242 of the Delaware General Corporation Law. The written consent of the stockholders of the Corporation was obtained in accordance with Section 228 of the Delaware General Corporation Law.

II. ARTICLE I of the Certificate of Incorporation of the Corporation is hereby deleted and replaced in its entirety as follows:

"FIRST: The name of the corporation is **Bebo.com, Inc.**"

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment of Certificate of Incorporation to be signed by Adam Levin, President and Chief Executive Officer, this 6<sup>th</sup> day of April, 2011.

  
Adam Levin  
President and Chief Executive Officer

059143/00/00 Business 8213565v1

TRADEMARK  
REEL: 005072 FRAME: 0783



EXECUTION COPY

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 16, 2010 ("Effective Date") by and between Bebo, Inc., a Delaware corporation with its principal office at 795 Folsom Street, Suite 250, San Francisco, CA 94107 ("Assignor"), and Buckaroo Acquisition Corp., a Delaware corporation with its principal office at c/o Criterion Capital Partners, LLC, 11684 Ventura Boulevard, Suite 595 Studio City, CA 91604 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated June 14, 2010 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademark registrations and applications set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

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 its entire right, title and interest in and to the Marks, and any and all goodwill of the business symbolized by the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, 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 or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

*[Signature pages follow]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

BEBO, INC.

By:   
Name: Arthur Mison  
Title: Vice President & Treasurer

[Signature Page to Trademark Assignment]

TRADEMARK  
REEL: 005072 FRAME: 0785

STATE OF VIRGINIA )  
 ) SS.  
COUNTY OF LOUDOUN )

On this 14<sup>th</sup> day of June, 2010, there appeared before me Arthur Minson  
personally known to me, who acknowledged that he/she signed the foregoing Assignment as  
his/her voluntary act and deed on behalf and with full authority of BEBO, INC.

Jeanne Wilbanks

Notary Public



[Signature Page to Trademark Assignment]

TRADEMARK  
REEL: 005072 FRAME: 0786

BUCKAROO ACQUISITION CORP.

By:

A handwritten signature in black ink, appearing to be "DORAN R.", written over a horizontal dotted line.

Name:

Title:

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 005072 FRAME: 0787**

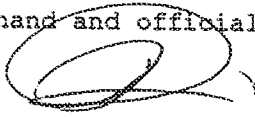
State of California )  
County of San Francisco

On 6/16/10 before me, FL Davis, Notary Public,  
personally appeared ADAM L. W.

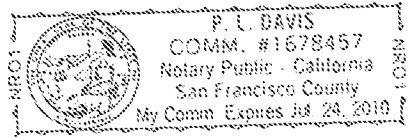
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument are the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

Commission Expires 7/24/2010



**SCHEDULE A**

**Trademark Registrations and Applications**

Country	Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Class	Owner
Australia	BEBO	Registered	1180528	4/11/2006	1180528	7/23/2007	35 Int., 42 Int.	BEBO, INC.
Australia	FFART	Registered	1118686	4/11/2006	1118686	6/30/2006	42 Int.	Bebo.com, LLC
Canada	BEBO	Registered	1300065	5/2/2006	TMA705415	8/22/2007		BEBO, INC.
European Community	BEBO	Registered	005439229	10/23/2006	005439229	7/21/2008	09 Int., 35 Int., 38 Int., 41 Int., 42 Int., 45 Int.	BEBO, INC.
India	BEBO	Pending	1871808	10/9/2009			45 Int.	BEBO, INC.
Int'l Registration - Madrid Protocol Only	BEBO	Registered	922159	4/11/2006	922159	4/11/2006	35 Int., 42 Int.	BEBO, INC.
Ireland	BEBO	Registered	922159	4/11/2006	922159	9/19/2008	35 Int., 42 Int.	BEBO, INC.
New Zealand	BEBO	Registered	747245	5/3/2006	747245	9/13/2007	45 Int.	BEBO, INC.
United Kingdom	BEBO	Registered	922159	4/11/2006	922159	4/11/2006	35 Int., 42 Int.	BEBO, INC.
United Kingdom	FFART	Registered	884401	4/11/2006	884401	4/11/2006	42 Int.	Bebo.com, LLC
United States of America	BEBO	Registered	78/674857	7/20/2005	3138515	9/5/2006	42 Int.	BEBO, INC.
United States of America	BEBO	Registered	77/095913	1/31/2007	3671381	8/25/2009	35 Int., 38 Int., 42 Int.	BEBO, INC.
United States of America	BEBO	Published	77/702138	3/30/2009			45 Int.	BEBO, INC.