

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
Ping Fan		08/06/2013	INDIVIDUAL: CHINA
RECEIVING PARTY DATA			
Name:	Kingsoft Internet Software Holdings Limited		
Street Address:	4th Floor, Harbour Place		
Internal Address:	103 South Church Street, George Town		
City:	Grand Cayman		
State/Country:	CAYMAN ISLANDS		
Postal Code:	KY1-1002		
Entity Type:	Exempted Company: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85852042	PHOTOGRID	
CORRESPONDENCE DATA			
Fax Number:	6504634199		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650.463.4000		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Jennifer M. Lantz, Hogan Lovells US LLP		
Address Line 1:	525 University Avenue, 4th Floor		
Address Line 4:	Palo Alto, CALIFORNIA 94301		
ATTORNEY DOCKET NUMBER:	41023.100002		
DOMESTIC REPRESENTATIVE			
Name:	Jennifer M. Lantz, Hogan Lovells US LLP		
Address Line 1:	525 University Avenue, 4th Floor		

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Address Line 4: Palo Alto, CALIFORNIA 94301

NAME OF SUBMITTER:

Jennifer M. Lantz

Signature:

/Jennifer M. Lantz/

Date:

08/06/2013

Total Attachments: 1

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ASSIGNMENT AGREEMENT OF TRADEMARKS AND SERVICE MARKS

THIS ASSIGNMENT AGREEMENT OF TRADEMARKS AND SERVICE MARKS ("Agreement") is made effective by and between:

1. Ping FAN, a citizen of China, residing at Room 603, Unit 3, Building 50 Dongyuan Lane, Xiacheng District, Hangzhou, P. R. China 310003 ("Assignor"); and
2. Kingsoft Internet Software Holdings Limited, an exempted company incorporated in the Cayman Islands with limited liability, and has an address at 4th Floor, Harbour Place, 103 South Church Street, George Town, Grand Cayman KYI-1002, Cayman Islands ("Assignee").

WHEREAS:

3. The Assignor is the owner of the mark PHOTOGRID, including U.S. Trademark Application No. 85/852042; and mark SKETCH GURU (collectively as "Marks").
4. The Assignor has assigned the Marks, and all rights title and interests in and to the Marks, including the goodwill therein, together with that portion of Assignor's business in connection with which it has used or has a *bona fide* intent to use the Marks, to the Assignee, and has executed this Agreement in order to evidence such assignment.

IT IS AGREED as follows:

5. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, grant, transfer and otherwise convey to Assignee any and all right, title and interest in and to the Marks, together with that portion of Assignor's business in connection with which it has used or has a *bona fide* intent to use the Marks, that Assignor may have in all countries and regions in the world, including all registrations, applications and common law rights, all goodwill associated with such Marks, and any rights that have accrued, or may in the future accrue, to sue and recover for past, present or future damages for infringements or other violations of the Marks.
6. The Assignor agrees to take all steps, execute and deliver to Assignee all further documents and do everything reasonably required by the Assignee to:
 - a. Give effect to the assignment of the Marks and of the Assignor's right, title and interest in and to the Marks; and
 - b. Record this Agreement with appropriate governmental authorities.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective duly authorized representatives, such Agreement to be effective as of May 20, 2013.

By: Ping FAN

By: Kingsoft Internet Software Holdings Limited

Signature: Ping Fan

Signature: Sheng FU, CEO

Date: 2013. 8. 5

Date: 2013. 8. 6