

TRADEMARK ASSIGNMENT

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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
Gravity Mobile, Inc.		07/31/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gracenote, Inc.		
Street Address:	2000 Powell Street, Suite 1500		
City:	Emeryville		
State/Country:	CALIFORNIA		
Postal Code:	94608		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4172009	GRAVITY MOBILE	
Serial Number:	85525027	HABU	
CORRESPONDENCE DATA			
Fax Number:	6509385200		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	650-988-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Stephen R. Garcia of Fenwick & West LLP		
Address Line 1:	801 California Street		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	25582-00071-2381		
NAME OF SUBMITTER:	Stephen R. Garcia		
Signature:	/Stephen Garcia/		

CH \$65.00 4172009

Date:

08/12/2013

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is made as of July 31, 2013 ("Effective Date") by and among Gravity Mobile, Inc., a Delaware corporation having its headquarters at 468 8th Street, Suite 3, San Francisco, CA 94103 USA (hereinafter "Assignor") and Gracernote, Inc., a Delaware corporation having its headquarters at 2000 Powell Street, Suite 1500, Emeryville, CA 94608 USA (hereinafter "Assignee").

WHEREAS, the parties entered into a Stock Purchase Agreement dated November 3, 2008 (the "Purchase Agreement"), whereby Assignor became a fully-owned subsidiary of Assignee;

WHEREAS, Assignor is entitled to the trademarks listed in Exhibit A ("Trademarks") on an exclusive and unrestricted basis;

WHEREAS, Assignor is in the process of fully integrating its operations into the business of Assignee, its parent company. With such integration, Assignor will cease to exist as a separate legal entity and all of its rights, obligations and liabilities, including without limitation its intellectual property rights, will be transferred to Assignee; and

WHEREAS, Assignor is willing to assign to Assignee all right, title and interest as Assignor may possess in and to the Trademarks throughout the world.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor makes the following assignment and the parties agree as follows:

Assignment.

- a. Assignor does hereby assign, convey and transfer unto Assignee, its successors, assigns and nominees, the entire right, title and interest, anywhere in the world, in and to the Trademarks, and to any trademarks from which the Trademarks are derived and including, without limitation, the goodwill associated with the Trademarks, the right to sue for and recover damages for any past, present or future infringement of the Trademarks, to have and to hold the same unto Assignee, its successors, assigns and nominees, for the full duration of all such rights and any renewals and extensions thereof, as fully and entirely as the same would have been held by Assignor had this assignment and transfer not been made.
- b. Assignor agrees that Assignee shall have the worldwide right to register its rights in the Trademarks, in Assignee's name, with trademark registrars in any and all countries and jurisdictions, and with any and all multi-jurisdictional, inter-jurisdictional, or intra-jurisdictional trademark registrars.
- c. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact for the sole purpose of this Trademark Assignment, with full power of substitution in Assignor's name and stead to take any and all reasonable steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and


deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee, or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first creation of any of the Trademarks to the Effective Date of this Trademark Assignment, including without limitation any rights in derivative works thereof. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

- d. Assignor covenants that it is the sole owner of the Trademarks and that it has full power to make the present assignment.
- e. Assignee hereby acknowledges that Assignor is not making any representation or warranty with respect to the Trademarks being conveyed hereby except as specifically set forth in this Trademark Assignment and the Purchase Agreement. In the event of a conflict between this Trademark Assignment and the Purchase Agreement, the Purchase Agreement shall control.

If any provision of this Trademark Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Trademark Assignment shall otherwise remain in full force and effect and enforceable.

ASSIGNOR:

Gravity Mobile, Inc.

By: 

Name: Eric Allen

Title: General Manager

ASSIGNEE:

Gracenote, Inc.

By: 

Name: Dan Cussen

Title: Sr. General Counsel

07-31-13

EXHIBIT A

Trademarks

Trademark	Country	Class	App #	App Date	Reg #	Reg Date	Status
GRAVITY MOBILE	European Union	09; 41; 42	008544199	09/11/2009	008544199	03/01/2010	Registered
GRAVITY MOBILE	Japan	09; 41; 42	2009070658	09/15/2009	5311929	03/26/2010	Registered
GRAVITY MOBILE	Switzerland	09; 41; 42	596962009	09/03/2009	597767	09/03/2009	Registered
GRAVITY MOBILE	United States	09; 41; 42	77723854	04/28/2009	4172009	07/10/2012	Registered
HABU	United States	09; 41; 42	85525027	01/25/2012			Allowed