

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
LiveWire Mobile, Inc.		07/19/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	OnMobile Live, Inc.
Street Address:	One Monarch Drive
City:	Littleton
State/Country:	MASSACHUSETTS
Postal Code:	01460
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	85975012	LIVEWIRE MOBILE
Serial Number:	85034610	LIVEWIRE MOBILE
Serial Number:	78250158	MYCALLER
Serial Number:	77959222	EVERYRING
Serial Number:	77959282	EVERYRING
Serial Number:	77959288	EVERYRING
Serial Number:	85059672	RINGSPOT
Serial Number:	85110162	MEDIADROME
Serial Number:	85110176	MEDIADROME
Serial Number:	85243264	MOVIANT
Serial Number:	85243287	MOVIANT
Serial Number:	85243288	MOVIANT
Serial Number:	85243293	MOVIANT
Serial Number:	85675806	RUMPUS

OP \$365.00 85975012

CORRESPONDENCE DATA

Fax Number: 6178327000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 6178321000

Email: ustrademark@foleyhoag.com

Correspondent Name: Jason Steinman, Esq., Foley Hoag LLP

Address Line 1: 155 Seaport Boulevard

Address Line 4: Boston, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	31591.00002
NAME OF SUBMITTER:	Linda Casey, Paralegal, Foley Hoag LLP
Signature:	/Linda Casey/
Date:	01/06/2014

Total Attachments: 6

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**ASSIGNMENT OF PATENTS, TRADEMARKS, DOMAIN NAMES AND UNLISTED
INTELLECTUAL PROPERTY**

THIS ASSIGNMENT (this "Assignment") is made as of July 19, 2013, by and among LiveWire Mobile, Inc., a Delaware corporation (the "Company"), Groove Mobile, Inc., a Delaware corporation and indirect, wholly-owned Subsidiary of the Company ("Groove" and together with the Company, the "Sellers"), and OnMobile Live, Inc., a Nevada corporation ("Buyer").

WHEREAS, the Sellers and Buyer are parties to that certain Asset Purchase Agreement dated as of June 1, 2013 (the "Purchase Agreement");

WHEREAS, it is a condition to the consummation of the transactions under the Purchase Agreement that this Assignment be entered into;

WHEREAS, each of the Sellers owns certain patents and patent applications which are listed on Schedule 1 attached hereto (the "Assigned Patents"), certain common law trademarks, registered trademarks and trademark applications which are listed on Schedule 2 attached hereto (the "Assigned Trademarks"), certain domain names which are listed on Schedule 3 attached hereto (the "Assigned Domain Names") and other unlisted Intellectual Property (the "Unlisted IP"), including but not limited to any intellectual property rights associated with inventions, trade secrets, know how, copyrights (registered or unregistered), and copyright protectable subject matter including software and documentation; and

WHEREAS, Buyer desires to receive from the Sellers assignments to the Assigned Patents, Assigned Trademarks, Assigned Domain Names and Unlisted IP;


NOW THEREFORE, for good and valuable consideration, each of the Sellers hereby assigns to Buyer all of (a) such Seller's entire right, title and interest, including the right to sue for and collect past damages, in and to the Assigned Patents, and any and all divisional applications, continuation applications, continuations-in-part, reissues, reexaminations thereof, and all pending applications therefor, which claim priority from any application from which Assigned Patents are derived, as well as, all foreign counterparts of Assigned Patents; (b) such Seller's entire right, title and interest, including the right to sue for and collect past damages, in and to the Assigned Trademarks and all goodwill associated therewith; (c) such Seller's entire right, title and interest, including the right to sue for and collect past damages, in and to the Assigned Domain Names and all goodwill associated therewith; and (d) such Seller's entire right, title and interest, including the right to sue for and collect past damages, in and to the Unlisted IP and all goodwill associated therewith.

Each of the Sellers hereby authorizes the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office, and the empowered officials of any other applicable offices and governments, to issue or transfer all applicable Assigned Patents, Assigned Trademarks and Unlisted IP to Parent, as assignee thereof, or otherwise as Parent may direct.

[Signature Page Follows]

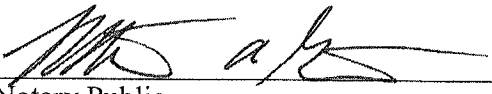
Signed at Littleton, Massachusetts, this 19th day of July, 2013.

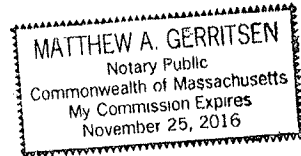
COMPANY:

By: 
Name: Matthew Stecker
Title: CEO

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

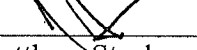
Subscribed and sworn to before me on this 19th day of July 2013


Notary Public
Commission Expires:



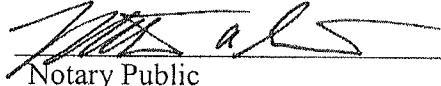
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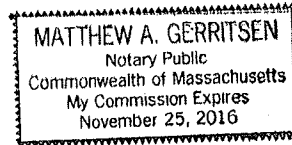
GROOVE:

By: 
Name: Matthew Stecker
Title: CEO

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

Subscribed and sworn to before me on this 19th day of July 2013


Notary Public
Commission Expires:



Schedule 2

[See attached for Assigned Trademarks]

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TRADEMARK
REEL: 005187 FRAME: 0627

LIVEWIRE MOBILE:Service/Trade Marks

Mark	Jurisdiction	Class	Serial No.	Reg. No.	Status	Filing Date	Issue Date	Expiration
LIVEWIRE MOBILE	US	41	85/975,012	3,925,745	Registered	5/10/2010	3/1/2011	3/1/2021
LIVEWIRE MOBILE	US	35	85/034610		Class dropped from application	5/10/2010		
LIVEWIRE MOBILE	US	9, 42	85/034610	4,313,408	Registered	5/10/2010	4/2/2013	4/2/2023
LIVEWIRE MOBILE	MA	42		72,650	Registered	5/18/2010	5/18/2010	5/18/2015
MYCALLER	US	9, 38	78/250,158	3,117,860	Registered	5/15/2003	7/18/2006	7/18/2016
EVERYRING	US	42	77/959,222		Allowed-Pending Statement of Use	3/15/2010		
EVERYRING	US	37	77/959/282		Abandoned	3/15/2010		
EVERYRING	US	9	77/959/288		Allowed-Pending Statement of Use	3/15/2010		
RINGSPOT	US	35	85/059,672	4,001,024	Registered	6/10/2010	7/26/2011	7/26/2021
MEDIADROME	US	35	85/110,162	4,143,438	Registered	8/18/2010	5/15/2012	5/15/2022
MEDIADROME	US	42	85/110,176	4,143,439	Registered	8/18/2010	5/15/2012	5/15/2022
MOVIAVT	US	9	85/243,264		Allowed-Pending Statement of Use	2/15/2011		
MOVIAVT	US	35	85/243,287		Allowed-Pending Statement of Use	2/15/2011		
MOVIAVT	US	41	85/243,288		Allowed-Pending Statement of Use	2/15/2011		
MOVIAVT	US	42	85,243,283		Allowed-Pending Statement of Use	2/15/2011		
RUMPUUS	US	35	85/675,806		Suspended- Pending Verizon filing statement of use for previously filed mark	7/12/2012		
RUMPUUS	MA	35		76,659	Registered	12/21/2012	12/21/2012	12/27/2017

Class Key:

Class 9: Includes apparatus for transmission or reproduction of sound and computer software

Class 35: Includes: Advertising

Class 37: Includes: repair and restoration of computer systems

Class 38: Telecommunication Services

Class 41: Includes: Entertainment Services (Music)

Class 42: Includes: Design and Development of Computer Hardware