

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
George L. Miller, Chapter 7 Trustee for Mobclix, Inc.		01/13/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GSO MAE LLC		
Street Address:	200 Bellevue Parkway		
Internal Address:	Suite 210		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19809		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3924673	MOBCLIX	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-7016		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Jasmine Kaufman, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	037155/0181		
NAME OF SUBMITTER:	Jasmine Kaufman		

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Signature:	/jk/
Date:	03/04/2014
Total Attachments: 5 source=TM Assignment (Mobclix)#page1.tif source=TM Assignment (Mobclix)#page2.tif source=TM Assignment (Mobclix)#page3.tif source=TM Assignment (Mobclix)#page4.tif source=TM Assignment (Mobclix)#page5.tif	

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the “**Assignment**”) is effective as of January 13, 2014 (the “**Effective Date**”), by and between George L. Miller, Chapter 7 Trustee for Mobclix, Inc., a Delaware corporation (the “**Trustee**” or “**Assignor**”), and GSO MAE LLC, a Delaware limited liability company and an indirect wholly owned subsidiary of GSO (defined below) (“**Assignee**”).

WHEREAS, on November 4, 2013, Mobclix, Inc. (the “**Debtor**” or “**Mobclix**”) Assignor commenced a voluntary case under Chapter 7 of Title 11 of the United States Code, as amended, with the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”).

WHEREAS, George L. Miller was appointed as the interim chapter 7 trustee for Mobclix.

WHEREAS, the Trustee and GSO Credit-A Partners LP, GSO Palmetto Opportunistic Investment Partners LP and GSO Coastline Credit Partners LP (collectively, “**GSO**”) are parties to that certain Settlement and Release Agreement Regarding Relief from the Automatic Stay dated as of January 13, 2014 (the “**Settlement Agreement**”), pursuant to which the automatic stay shall be deemed vacated to the extent necessary to allow the Trustee to convey and transfer all of the Debtor’s right, title and interest in the Conveyed Collateral (as defined therein) to GSO or its designee, which was approved by the Bankruptcy Court by order dated January 8, 2014.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of the Debtor’s right, title and interest in and to the trademarks set forth on **Schedule A** hereto, together with (i) all related common-law rights and the goodwill of the business associated therewith or symbolized thereby; (ii) the right to file for and obtain registrations for any of the foregoing; and (iii) the right to bring an action at law or in equity for any infringement, dilution or other unauthorized use of the foregoing prior to the Effective Date and to collect all damages and proceeds therefrom (the foregoing, collectively, “**Assigned Marks**”). Assignee shall hold all right, title and interest in and to the Assigned Marks as fully and exclusively as same would have been held and enjoyed by the Debtor or the Assignor had the above assignment not been made.

2. This Assignment is in all respects subject to the provisions of the Settlement Agreement and is not intended in any way to modify, supersede, limit, or qualify any provision of the Settlement Agreement. If any conflict exists between the terms of this Assignment and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall govern and control.


3. This Assignment and any dispute or claim arising out of, related to, or in connection with this Assignment is to be governed and construed in accordance with federal

bankruptcy law, to the extent applicable, and where state law is implicated, the laws of the state of Delaware shall govern, without giving effect to the choice of law principles thereof (except for any laws of that state which would render such choice of laws ineffective), including all matters of construction, validity and performance. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

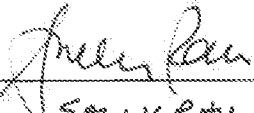
4. The parties hereto covenant and agree to execute and deliver such further documentation, instruments, and the like and to take such further action as is reasonably requested by the other party hereto to carry out the intentions or to facilitate the performance of the terms of this Assignment. This Assignment and the covenants and agreements herein contained shall inure to the benefit of and shall bind the respective parties hereto and their respective successors and permitted assigns. Assignor hereby authorizes Assignee to request the relevant registrars, registries and government entities and offices to record this Assignment and take all other necessary and desirable actions to further the intents and purposes of the Assignment.

[signature page follows]

GEORGE L. MILLER, CHAPTER 7
TRUSTEE FOR MOBCLIX, INC.,
as Assignor

By: 
Name: George L. Miller
Title: Chapter 7 Trustee

GSO MAE LLC,
as Assignee

By: 
Name: SALLY KIM
Title: DIRECTOR

SCHEDULE A

United States Trademarks and Trademark Applications

Mark	App/Reg No. Filing Date/Reg Date
MOBCLIX	Reg No. 3924673 Reg Date – Mar 1, 2011