

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333707

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mogreet, Inc.		12/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Outspoken, LLC		
Street Address:	3424 Peachtree Road		
Internal Address:	Suite 400		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77978977	MOGREET	
Serial Number:	77978978	MOGREET	
Serial Number:	77030074	MOGREET	
Serial Number:	85397987	MOSHARE	
Serial Number:	85978367	MOSHARE	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-233-7000		
Email:	MMMIPDocket@system.foundationip.com		
Correspondent Name:	Bryan D. Stewart		
Address Line 1:	3343 Peachtree Rd, N.E.		
Address Line 4:	Atlanta, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	27985-101814		
NAME OF SUBMITTER:	Bryan D. Stewart		
SIGNATURE:	/Bryan D. Stewart/		
DATE SIGNED:	03/02/2015		

CH \$140.00 77978977

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is entered into on this 30th day of December, 2014, by and between Mobile Messenger Global, Inc., a Delaware corporation (“**Parent**”), m-Qube, Inc., a Delaware corporation d/b/a Payvia Political, Inc. (“**m-Qube**”), Mobile Messenger Americas, Inc., a Delaware corporation d/b/a Payvia, Inc. and Outspoken Services, Inc. (“**Mobile Messenger Americas**”), Payvia, Inc., a Delaware corporation (“**Payvia**”) and Mogreet, Inc., a Delaware corporation d/b/a Outspoken, Inc. (“**Mogreet**,” and together with Parent, m-Qube, Mobile Messenger Americas, Payvia, and Mogreet collectively, the “**Assignor**”), and Outspoken, LLC, a Delaware limited liability company (the “**Assignee**”), pursuant to that certain Asset Purchase Agreement, by and among the Assignor, the Assignee and mGage, LLC, dated as of even date herewith (the “**Asset Purchase Agreement**”). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell and the Assignee has agreed to purchase the Purchased Intellectual Property, including, but not limited to, the trademarks, trade names and logos on Schedule A attached hereto (the “**Trademarks**”), the copyrights on the same Schedule A (the “**Copyrights**”) and the domain names on the same Schedule A (the “**Domain Names**”), but specifically excluding the Excluded Intellectual Property;

WHEREAS, the Assignor and the Assignee desire that the assignment of said rights in Trademarks be made of record in the United States Patent and Trademark Office (where applicable), the applicable state trademark offices (where applicable), all foreign trademark offices and any other appropriate governmental or administrative offices as the case may be, and that the assignment of the Copyrights be made of record in the United States Copyright Office, all foreign copyright offices and any other appropriate governmental or administrative office (where applicable);

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor’s right, title and interest in and to all of the Purchased Intellectual Property, including the following assignments:

(a) The Assignor hereby assigns, transfers and delivers to the Assignee, all of the Assignor’s right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(b) The Assignor hereby assigns, transfers and delivers to the Assignee all of the Assignor's right, title, and interest in and to Copyrights including all registrations and applications therefor, as well as all copyrightable work disclosed or described in any such copyright registrations or applications, and any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said Copyrights, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances. The Assignor hereby waives any claim that the Assignor has or may have under any theory of moral or natural rights or any rights of attribution under the copyright laws of any jurisdiction with respect to said Copyrights to the extent such waiver is recognizable under the law of the controlling jurisdiction.

(c) The Assignor hereby assigns to the Assignee all right, title and interest in and to the Domain Names.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Purchased Intellectual Property, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating with the Assignee to perfect the transfer of the Purchased Intellectual Property hereunder and, if appropriate, to assure that the transfer of the Purchased Intellectual Property is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office and the United States Copyright Office, all at the Assignee's sole expense.

3. Asset Purchase Agreement. This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Asset Purchase Agreement. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall control.

4. Governing Law. This Assignment will be governed by the domestic internal laws of the State of Delaware. In the event of any dispute, claim or controversy (each a "**Dispute**") arising out of or relating to this Assignment or relating to a breach, termination, enforcement, interpretation or validity thereof or relationship between the parties to this Assignment, the parties will initially attempt to resolve such Dispute through good faith discussions and negotiations for at least 10 business days from the time that one party notifies the other of the existence of the Dispute. If a Dispute is not so resolved, then either party may submit the Dispute for resolution by confidential binding arbitration as follows. The arbitration proceeding shall be held in Los Angeles, California before a sole arbitrator and administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures (the "**JAMS Rules**"). Within ten days of a party submitting a Dispute for arbitration under this section, the parties will select a single neutral arbitrator to preside over the arbitration proceeding. If the parties fail to select an arbitrator

within such 10-day period, the arbitrator will be chosen pursuant to the JAMS Rules. In addition to the powers conferred by the JAMS Rules, the arbitrator will have authority to order such other discovery as he or she deems appropriate for a full and fair hearing of the case. All discovery and arbitration proceedings are Confidential Information of all parties to the arbitration. Any question as to whether a claim or dispute is arbitrable or subject to arbitration under this section, itself is considered a Dispute to be decided by the arbitrator under this Section. The arbitrator's decision will be final and binding and the award so rendered may be filed in any court having jurisdiction. The requirement to arbitrate under this Section does not preclude either party from seeking emergency injunctive relief from courts of appropriate jurisdiction where required in order to prevent or stop the actual or threatened infringement of Intellectual Property Rights or unauthorized disclosure of Confidential Information. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY LITIGATION ARISING UNDER, CONCERNING, OR RELATING TO THIS AGREEMENT, ITS INTERPRETATION, ITS VALIDITY (INCLUDING ANY CLAIM THAT ALL OR ANY PART OF THIS AGREEMENT IS VOID OR VOIDABLE), ITS TERMINATION, OR ITS SUBJECT MATTER, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY, STATUTORY LAW, ADMINISTRATIVE REGULATION OR OTHERWISE.

5. Counterparts. Facsimile and electronic signatures appearing hereon shall be deemed originals, and this Assignment may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

6. Entire Agreement. This Assignment supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes (along with the Asset Purchase Agreement and other documents delivered pursuant to the Asset Purchase Agreement) an entire, complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

7. No Third Party Beneficiaries. This Assignment shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.

8. Amendment. No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by the Assignor and Assignee. Any failure of any party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any party to take any action with respect to any breach of this Assignment or default by another party shall constitute a waiver of such party's right to enforce any provision hereof or to take any such action.

[Signatures begin on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed and delivered as of the date first written above:

ASSIGNOR:

ASSIGNEE:

Mobile Messenger Global, Inc.

Outspoken, LLC

By: 

By: _____

Name: Daniel Machock
Title: CEO

Name:
Title:

m-Qube, Inc.

By: 

Name: Daniel Machock
Title: CEO

Mobile Messenger Americas, Inc.

By: 

Name: Daniel Machock
Title: CEO

Payvia, Inc.

By: 

Name: Daniel Machock
Title: CEO

Mogreet, Inc.

By: 

Name: Daniel Machock
Title: CEO

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed and delivered as of the date first written above:

ASSIGNOR:

ASSIGNEE:

Mobile Messenger Global, Inc.

Outspoken, LLC

By: _____
Name:
Title:

By: Jay Sheth
Name: Jay Sheth
Title: Chief Executive Officer

m-Qube, Inc.

By: _____
Name:
Title:

Mobile Messenger Americas, Inc.

By: _____
Name:
Title:

Payvia, Inc.

By: _____
Name:
Title:

Mogreet, Inc.

By: _____
Name:
Title:

SCHEDULE A

Trademarks

<u>Trademark</u>	<u>Country</u>	<u>App. Number</u>
MOGREET	Australia	979570
MOSHARE	Australia	1118659
MOGREET	Canada	1383269
MOSHARE	Canada	1564041
MOGREET	China	979570
MOSHARE	China	1118659
MOGREET	European Community	6667562
MOSHARE	European Community	10645992
MOGREET	Hong Kong	301049490
MOSHARE	India	2283625
MOGREET	Int'l Registration - Madrid Agreement / Protocol	979570
MOSHARE	Int'l Registration - Madrid Agreement / Protocol	1118659
MOGREET	Mexico	913348
MOSHARE	Mexico	1249313
MOSHARE	Mexico	1249314
MOSHARE	South Korea	1118659
MOGREET	United States of America	77/978977
MOGREET	United States of America	77/978978
MOGREET	United States of America	77/030074
MOSHARE	United States of America	85/397987
MOSHARE	United States of America	85/978367

Trade Names

9146558 v5

Outspoken, Inc. (d/b/a of Mogreet, Inc., filed in Los Angeles County, CA)

Outspoken Services, Inc. (d/b/a of Mobile Messenger Americas, Inc., filed in Los Angeles County, CA)

Domain Names

DomainName

AREYOUOUTSPOKEN.COM
DEVPAYVIA.COM
IMOUTSPOKEN.COM
MM7.US
MAGREET.COM
MOBILEMESSENGER.COM
MOBILEMESSENGER.COM.AU
MOBILEMESSENGER.US
MOGREET.BIZ
MOGREET.COM
MOGREET.INFO
MOGREET.MOBI
MOGREET.NET
MOGREET.ORG
MOGREET-INC.COM
MOGREETS.COM
MOGREETS.NET
MOGREETZ.COM
MOGREETZ.NET
MOGRET.COM
MOSHARE.BIZ
MOSHARE.CO
MOSHARE.COM
MOSHARE.INFO
MOSHARE.IT
MOSHARE.ME
MOSHARE.MOBI
MOSHARE.NET
MOSHARE.ORG
MOSHARE.XXX
MOSHAREIT.COM
MOSHAREIT.MOBI
MOSHAREIT.NET
GETMOSHARE.COM

MOTEXTS.COM
MOTUBE.US
MOTXTS.COM
OUSPOKEN.COM
OUTSPOCEN.COM
OUTSPOKEN.COM
OUTSPOKEN.LA
DEVPAYVIA.COM
PAYVIA.CO
PAY-VIA.COM
PAYVIA.INFO
PAY-VIA.INFO
PAYVIA.ORG
PAYVIACELLULAR.COM
PAY-VIA-MOBILE.COM
PAYVIAPAYMENTS.COM
PAYVIAWIRELESS.COM
RUOUTSPOKEN.COM
RYOUOUTSPOKEN.COM
TRYOUTSPOKEN.COM
USEPAYVIA.COM