

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM340995

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
mobileStorm Inc.		03/01/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	mPulse Mobile, Inc.		
<b>Street Address:</b>	16530 Ventura Blvd.		
<b>Internal Address:</b>	Suite 502		
<b>City:</b>	Encino		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91436		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4347203	APPMAIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8583141501		
<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>			
<b>Phone:</b>	8583141535		
<b>Email:</b>	CAKukkonen@mintz.com, jddib@mintz.com		
<b>Correspondent Name:</b>	Carl A. Kukkonen, III		
<b>Address Line 1:</b>	3580 CARMEL MOUNTAIN RD		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92130		
<b>ATTORNEY DOCKET NUMBER:</b>	42271-401		
<b>NAME OF SUBMITTER:</b>	Carl A. Kukkonen, III		
<b>SIGNATURE:</b>	/CK3/		
<b>DATE SIGNED:</b>	05/12/2015		
<b>Total Attachments: 4</b>			
source=14 - mobileStorm - mPulse - Trademark Assignment (signed)#page1.tif			
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source=14 - mobileStorm - mPulse - Trademark Assignment (signed)#page3.tif			

OP \$40.00 4347203



## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of March 1, 2015 (the "Effective Date") by and between mobileStorm, Inc., a Delaware corporation ("Assignor"), and mPulse Mobile, Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to that certain Contribution and Separation Agreement (the "Contribution Agreement"), dated March 1, 2015, between Assignor and Assignee, Assignor has agreed to contribute, assign, transfer, convey, and deliver to Assignee all of Assignor's right, title, and interest in and to certain assets, including, without limitation, the Assigned Trademarks (defined below); and

WHEREAS, pursuant to the Contribution Agreement, Assignor and Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor hereby contributes, assigns, transfers, conveys, and delivers to Assignee, and assignee hereby accepts, all of Assignor's right, title, and interest in, to and under the Trademarks listed on Schedule A hereto, (ii) any and all rights, priorities, and privileges of Assignor provided under the laws of the United States and all other state or foreign laws, multinational law, compact, treaty, protocol convention, or organization, (iii) with respect to all of the foregoing, the goodwill appurtenant thereto, (iv) all rights to collect royalties and proceeds in connection with any of the foregoing ((i)-(iv) above, the "Assigned Trademarks"), (v) all rights to prosecute and maintain any of the foregoing, and (vi) rights to sue and bring other claims for past, present and future infringement, misappropriation, or other violation of any of the foregoing and all rights to recover and retain damages (including attorneys' fees and expenses) or lost profits in connection therewith.

2. Recordation. Assignor hereby requests that any applicable governmental entity or registrar (including any applicable foreign or international office or registrar), record Assignee as the assignee and owner of the Assigned Trademarks.

3. Information and Assistance.

3.1 Upon Assignee's reasonable request and without further compensation, Assignor shall execute, acknowledge and deliver all the instruments and documents and shall take all the actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.

3.2 If Assignee is unable for any reason to secure Assignor's signature to any document required to file, prosecute, register, or memorialize the assignment of any rights under any Assigned Trademarks as provided under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Assigned Trademarks, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Nothing herein, express or implied, shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The Assignment shall become effective when each party has signed one or more counterparts, and delivered them (by facsimile or otherwise) to the other party.

6. Contribution Agreement Controls. This Assignment is provided pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, or affect the rights of any person under the Contribution Agreement. If any provision of this Assignment is inconsistent or conflicts with the Contribution Agreement, the Contribution Agreement shall control.

7. Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution, or performance of this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, U.S.A., without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

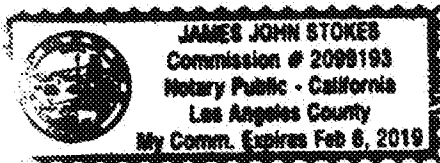
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )  
On April 27<sup>th</sup>, 2015 before me, James John Stokes Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Jared Reitzin and Chris Nicholson  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Signature \_\_\_\_\_

*[Handwritten Signature]*  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Trademark Assignment Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**SCHEDULE A TO TRADEMARK ASSIGNMENT**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>APPLICATION OR REGISTRATION NO.</b>	<b>APPLICATION OR REGISTRATION DATE</b>	<b>OWNER OF RECORD</b>
USA	AppMail	4347203	June 4, 2013	mobileStorm Inc.
USA	MPulse	N/A	N/A	N/A