

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Motricity, Inc.		06/03/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pinmot, Inc.		
<b>Street Address:</b>	8712 Fort Macon Court		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27615		
<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>	3022398	POCKETGEAR.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)484-2070		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	919-484-2333		
<b>Email:</b>	trademarksrtp@wcsr.com		
<b>Correspondent Name:</b>	Mitchell A. Tuchman		
<b>Address Line 1:</b>	PO Box 13069		
<b>Address Line 4:</b>	Research Triangle Pk, NORTH CAROLINA 27709		
<b>ATTORNEY DOCKET NUMBER:</b>	59987.1.1		
<b>NAME OF SUBMITTER:</b>	Mitchell A. Tuchman		
<b>Signature:</b>	/Mitchell A Tuchman/		
<b>Date:</b>	06/20/2008		

**CH \$40.00 3022398**

**Total Attachments: 4**

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## CONFIRMATORY ASSIGNMENT OF TRADEMARK

THIS CONFIRMATORY ASSIGNMENT OF TRADEMARK (this "Assignment"), dated effective as of June 3<sup>rd</sup>, 2008 (the "Effective Date"), is from **MOTRICITY, INC.**, a Delaware corporation ("Assignor"), to **PINMOT, INC.**, a Delaware corporation ("Assignee").

### WITNESSETH

WHEREAS, immediately prior to the Effective Date, Assignor was the legal or equitable owner of all right, title and interest in the trademark set forth in Schedule A attached hereto and incorporated herein by reference (the "Trademark"); and

WHEREAS, Assignor and Assignee now desire to confirm as a matter of public record the assignment of the Trademark to Assignee.

NOW, THEREFORE, for and in consideration of the foregoing recitals (which are part of this Assignment), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee the entire right, title and interest in and to (i) the Trademark, (ii) the goodwill of the business symbolized by the Trademark, and (iii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of any of the rights granted by this Assignment, including all claims for injunctive or declaratory relief, restitution, damages (including any statutory, enhanced or punitive damages), profits, costs (including attorneys' fees) and for other monetary award, with the right to sue for and collect the same in any court of competent jurisdiction, for Assignee's sole benefit.

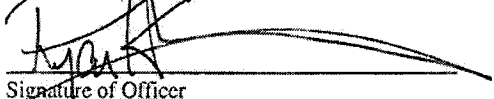
2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademark and all other rights hereby conveyed.

3. The expression "the Assignor" and "the Assignee" shall where the context so admits include their respective legal successors, representatives, and assigns.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be duly executed by its authorized officer, to be effective as of the Effective Date.

ASSIGNOR:

**MOTRICITY, INC.**

  
\_\_\_\_\_  
Signature of Officer

Ryan K. Wuerch  
\_\_\_\_\_  
Typed or Printed Name of Officer

CEO  
\_\_\_\_\_  
Title of Officer

STATE OF NORTH CAROLINA

COUNTY OF Durham

I, Eliana A. Sugarman, a Notary Public, hereby certify that Ryan K. Wuerch personally came before me this day, and first being duly sworn, acknowledged the execution of the foregoing instrument, all in his/her capacity as CEO, and in the name and for and on behalf of Motricity, Inc., a corporation organized under the laws of the State of Delaware.

Witness my hand and notarial stamp or seal, this 3<sup>rd</sup> day of June, 2008.

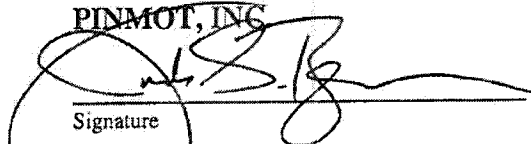
My commission expires: \_\_\_\_\_

ELIANA A. SUGARMAN  
NOTARY PUBLIC  
WAKE COUNTY, N.C.  
My Commission Expires 1-21-2013.

  
\_\_\_\_\_  
Notary Public

APPROVED AND ACCEPTED BY ASSIGNEE:

PINMOT, INC

  
Signature

Judson S. Bowman  
Judson S. Bowman

President & CEO  
President and Chief Executive Officer

STATE OF NORTH CAROLINA


COUNTY OF Durham

I, Eliana A. Sugarman, a Notary Public, hereby certify that Judson S. Bowman personally came before me this day, and first being duly sworn, acknowledged the execution of the foregoing instrument, all in his/her capacity as President & CEO, and in the name and for and on behalf of Pinmot, Inc., a corporation organized under the laws of the State of Delaware.

Witness my hand and notarial stamp or seal, this 3<sup>rd</sup> day of June, 2008.

My commission expires: \_\_\_\_\_

ELIANA A. SUGARMAN  
NOTARY PUBLIC  
WAKE COUNTY, N.C.  
My Commission Expires 1-21-2013.

  
Notary Public

**SCHEDULE A - Trademark**

<b>Serial No. (S.N.) or Registration No. (R.N.)</b>	<b>Mark</b>	<b>Country</b>	<b>Filed /Issued</b>
R.N. 3,022,398	POCKETGEAR.COM	US	Reg.: 12/6/2005