28702

CH \$40.00

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
Josh Anon		02/09/2011	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	T2 Labs Inc.		
Street Address:	2711 Centreville Road, Suite 400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2870252	LIGHTBOX

CORRESPONDENCE DATA

Fax Number: (650)614-7401

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 650.614.7400

Email: ipprosecution@orrick.com, kcornuelle@orrick.com, orapoport@orrick.com

Correspondent Name: Kristin S. Cornuelle
Address Line 1: 1000 Marsh Road

Address Line 2: Orrick, Herrington & Sutcliffe LLP
Address Line 4: Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER: 25386-6001

NAME OF SUBMITTER: Kristin S. Cornuelle

Signature: /Kristin S. Cornuelle/

TRADEMARK REEL: 004475 FRAME: 0485

Date:	02/11/2011		
Total Attachments: 2 source=Lightbox Trademark Purchase Agreement#page1.tif source=Lightbox Trademark Purchase Agreement#page2.tif			

TRADEMARK REEL: 004475 FRAME: 0486

SCHEDULE 1

DEED OF ASSIGNMENT

THIS DEED is dated the 9th day of February 2011.

PARTIES

- (1) **JOSH ANON** whose registered address is at Apartment 6, 2145, Donald Drive, Moraga, California 94556 ("JA").
- (2) T2 LABS INC incorporated and registered in the State of Delaware whose registered office is at 2711 Centreville Road, Suite 400, City of Wilmington, County of New Castle, Delaware 19808 ("T2").

BACKGROUND

- (A) JA is the proprietor of the Trademarks (as defined below).
- (B) JA has agreed to assign the Trademarks to the T2 on the terms set out in this assignment.

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Deed.

"Trademarks" means the registered Trademark together with any unregistered Trademark rights attached thereto short particulars of which are set out in Schedule 1.

2. ASSIGNMENT

OHS EUROPE:550301707 1

- 2.1 JA hereby assigns to T2 absolutely with full title guarantee all its right, title and interest in and to the Trademarks, including but not limited to:
 - (a) all statutory and common law rights attaching to the Trademarks, together with the goodwill of the business relating to the goods or services in respect of which the Trademarks are registered or used; and
 - (b) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trademarks whether occurring before, on or after the date of this assignment.
- 2.2 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Deed, but all the counterparts shall together constitute the same Deed.
- 2.3 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of California.

12

- 2.4 The parties irrevocably agree that the state or federal courts in California shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).
- 2.5 This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed as deed by JOSH ANON in the presence of
--

ISIGNATURE OF PARTY

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

W. ADAM HABIB

Signed by THAI TRAN for and on behalf of T2 LABS INC

[Signature of director]

Director

SCHEDULE 1

REGISTERED TRADEMARKS

Type of mark	Class	Mark	Number	Specification of
				goods or services
US	IC: 009	LIGHTBOX	2870252	computer software for image management

UNREGISTERED TRADEMARKS

LIGHTBOX

13