

**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>
Rapid Bridge LLC		07/08/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Qualcomm Incorporated		
<b>Street Address:</b>	5775 Morehouse Drive		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92121		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2825409	QTHINK	
Registration Number:	2854076	QTHINK	
Registration Number:	2651000	QTHINK	
Serial Number:	85104979	LIQUIDSOC	
Registration Number:	2687759	QTHINK	
Registration Number:	3454414	SOCCOMPOSER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)857-6395		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-857-6000		
<b>Email:</b>	koines.kristen@arentfox.com		
<b>Correspondent Name:</b>	N. Christopher Norton, Esq.		
<b>Address Line 1:</b>	1050 Connecticut Ave., NW		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036		

**OP \$165.00 2825409**

ATTORNEY DOCKET NUMBER:	032592.10342
NAME OF SUBMITTER:	N. Christopher Norton
Signature:	/Christopher Norton/
Date:	07/21/2011
Total Attachments: 6 source=Trademark Assignment - Project Aria#page1.tif source=Trademark Assignment - Project Aria#page2.tif source=Trademark Assignment - Project Aria#page3.tif source=Trademark Assignment - Project Aria#page4.tif source=Trademark Assignment - Project Aria#page5.tif source=Trademark Assignment - Project Aria#page6.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the “Assignment”), dated as of July 8, 2011 (the “Effective Date”), is made by Rapid Bridge LLC, a Delaware limited liability company having its principal place of business located at 9605 Scranton Rd, Suite 150, San Diego, CA 92121 (“Assignor”), in favor of QUALCOMM Incorporated, a Delaware corporation, a Delaware corporation, having its principal place of business located at 5775 Morehouse Drive, San Diego, California 92121 (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated June 7, 2011 (the “Purchase Agreement”), pursuant to which Assignor has agreed to sell, 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);

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Assigned Trademarks pertain and such business is ongoing; and

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

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Purchase 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 sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor’s right, title and interest in, to and under the trademark registrations and trademark applications listed on Schedule A, and the goodwill associated therewith and symbolized thereby, including renewals therefor (collectively, the “Assigned Trademarks”), together with all rights to collect royalties, products and proceeds in connection with any of the foregoing, and all 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 damages (including attorney’s fees and expenses) or lost profits in connection therewith.

2. Recordation. Assignor hereby requests the United States Patent and Trademark Office Commissioner for Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to 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 such other instruments and documents and shall take all such other 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 and 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, and shall become effective when one or more counterparts have been signed by each party and delivered (by facsimile or otherwise) to the other party.

6. Section Headings. The section headings contained in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

7. Purchase Agreement Controls. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors 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 Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control.

8. 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 California, without giving effect to any choice or conflict of law provision or rule.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

RAPID BRIDGE LLC

By:   
Massih Tayebi  
Chief Executive Officer

Acknowledged and Accepted:

ASSIGNEE:

QUALCOMM INCORPORATED

By: \_\_\_\_\_  
James Lederer  
Executive Vice President and General Manager, Qualcomm  
CDMA Technologies

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

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TRADEMARK  
REEL: 004588 FRAME: 0476

STATE OF CALIFORNIA     )  
  )  
COUNTY OF SAN DIEGO    )    ss

On 7/1, 2011 before me, Mary Getz, Notary Public,  
personally appeared Massih Tayebi who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his authorized capacity, and that by his  
signature on the instrument the person, or the entity upon behalf of which the person 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.

Mary C Getz  
SIGNATURE OF NOTARY PUBLIC



IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

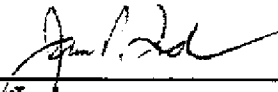
RAPID BRIDGE LLC

By: \_\_\_\_\_  
Massih Tayebi  
Chief Executive Officer

Acknowledged and Accepted:

ASSIGNEE:

QUALCOMM INCORPORATED

By:  \_\_\_\_\_  
James Lederer  
Executive Vice President and General Manager, Qualcomm  
CDMA Technologies

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**SCHEDULE A TO TRADEMARK ASSIGNMENT**

<b>MARK</b>	<b>Reg./App No</b>	<b>Date</b>
SoCComposer	3,454,414	6/24/2008
QThink	2,687,759	2/18/2003
LiquidSoC	85/104,979	8/11/2010
QTHINK	2651000	11/19/2002
QTHINK (stylized	2854076	06/15/2004
QTHINK	2825409	03/23/2004