

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
GestureTek, Inc.		07/19/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Qualcomm Incorporated		
Street Address:	5775 Morehouse Drive		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3528725	AIRPOINT SYSTEMS	
Registration Number:	3087687	GESTPOINT	
Registration Number:	3161940	EYE MOBILE	
CORRESPONDENCE DATA			
Fax Number:	(202)857-6395		
Email:	mitchell.justine@arentfox.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	N. Christopher Norton		
Address Line 1:	1050 Connecticut Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036-5339		
NAME OF SUBMITTER:	N. Christopher Norton		
Signature:	/N. Christopher Norton/		
Date:	09/14/2011		

OP \$90.00 3528725

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "Assignment"), dated as of July 20, 2011 (the "Effective Date"), is made by **GESTURETEK, INC.**, a Delaware corporation having its principal place of business located at 530 Lakeside Drive, Suite 280, Sunnyvale, CA 94085 (the "Parent Seller"), **GESTURETEK CANADA INC.**, a company amalgamated under the Laws of the Province of Ontario, Canada having its principal place of business located at 317 Adelaide Street West #903, Toronto, ON M5V 1P9 (the "Subsidiary Seller" and together with the Parent Seller, the "Assignors"), in favor of **QUALCOMM Incorporated**, a Delaware corporation having its principal place of business located at 5775 Morehouse Drive, San Diego, CA 92121 (the "Assignee"). Capitalized terms used but not defined herein have the meanings ascribed to them in the Asset Purchase Agreement (defined below).

WHEREAS, the Assignee, QUALCOMM Canada Inc., an Ontario corporation, the Parent Seller and the Subsidiary Seller are parties to that certain Asset Purchase Agreement, dated of even date herewith (the "Asset Purchase Agreement"), pursuant to which the Assignors have agreed, among other things, to sell, assign, transfer, convey, and deliver to the Assignee all of Assignors' right, title, and interest in and to the Assigned Trademarks (defined below), pursuant to the terms, conditions and restrictions of the Asset Purchase Agreement; and

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

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Asset 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. The Assignors hereby sell, assign, transfer, convey, and deliver to the Assignee all of the Assignors' right, title and interest in and throughout the United States of America, its territories and all foreign countries, in, to and under the trademark registrations and trademark applications listed on Schedule A hereto, and the goodwill associated therewith and symbolized thereby, including renewals therefor (collectively, the "Assigned Trademarks"), together with all rights relating thereto, including, without limitation, all rights to renew, reproduce, distribute and display the Assigned Trademarks, and 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 attorneys' fees and expenses) or lost profits in connection therewith. To the extent the Assignors retain any right, title or interest in or to the Assigned Trademarks that cannot be assigned to the Assignee pursuant to this Assignment, then the Assignors shall waive for all time any claims that the Assignors may have concerning the Assigned Trademarks (except as set forth in the Asset Purchase Agreement). The

Assignors shall make no further use of the Assigned Trademarks for their own benefit or the benefit of another (except as set forth in the Asset Purchase Agreement), nor shall the Assignors challenge the Assignee's use of the Assigned Trademarks after the date of this Assignment.

2. Recordation. The Assignors hereby request 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 the Assignee as the assignee and owner of the Assigned Trademarks, it being understood that any expense in connection with the execution of such recordation shall be borne by the Assignee.

3. Information and Assistance.

3.1 Upon the Assignee's reasonable request and without further compensation, the Assignors 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 the Assignors fail to timely comply with Section 3.1 (regardless of fault) and the Assignee is therefore unable to secure the Assignors' 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, the Assignors hereby irrevocably designates and appoints the Assignee and the Assignee's duly authorized officers and agents as the Assignors' agents and attorneys-in-fact to act for and on the Assignors' behalf and instead of the Assignors 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 the Assignors. 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 their respective successors and permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile or electronic transmission) in two or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

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


8. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware other than conflict of laws principles thereof directing the application of any law other than that of Delaware. Courts within the State of Delaware will have jurisdiction over all disputes between the parties hereto arising out of or relating to this Agreement. The parties hereby consent to and agree to submit to the jurisdiction of such courts. Each of the parties hereto waives, and agrees not to assert in any such dispute, to the fullest extent permitted by applicable law, any claim that (a) such party is not personally subject to the jurisdiction of such courts, (b) such party and such party's property is immune from any legal process issued by such courts or (c) any litigation commenced in such courts is brought in an inconvenient forum.

[Signatures appear on next page]


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

ASSIGNORS:

GestureTek, Inc.

By: 
Name: MARK E. BURTON
Title: CEO

GestureTek Canada Inc.

By: 
Name: MARK E. BURTON
Title: CEO

Acknowledged and Accepted:

ASSIGNEE:

QUALCOMM INCORPORATED

By: _____
Name: William E. Keitel
Title: Executive Vice President and
Chief Financial Officer

SCHEDULE A TO TRADEMARK ASSIGNMENT

○ Registered Trademarks

TRADEMARK	DETAILS
AIRPOINT SYSTEMS	United States: 11/4/2008 – Registered – Reg. #: 3,528,725
EYE MOBILE	Canada: 11/6/2007 – Registered – Reg. #: TMA700,194 China: 7/17/2006 – Registered – Reg. #: IR874178 European Union (CTM): 11/8/2006 – Registered – Reg. #: 4755195 International: 11/17/2005 – Registered – Reg. #: IR874178 Japan: 11/17/2005 – Registered – Reg. #: IR874178 South Korea: 11/17/2005 – Registered – Reg. #: IR874178 United States: 10/24/2006 – Registered – Reg. #: 3,161,940
GESTPOINT	Canada: 3/19/2007 – Registered – Reg. #: 683978 China: 7/17/2006 – Registered – Reg. #: IR873350 European Union (CTM): 11/8/2006 – Registered – Reg. #: 4756243 International: 11/17/2005 – Registered – Reg. #: IR873350 Japan: 11/17/2005 – Registered – Reg. #: IR873350 South Korea: 11/17/2005 – Abandoned – Reg. #: IR873350 United States: 5/2/2006 – Registered – Reg. #: 3,087,687

○ Unregistered Trademarks:

- MoMo
- PFT
- Touche'
- Maestro3D
- Holopoint

NOTARIAL CERTIFICATE

CANADA
UNITED STATES OF AMERICA)
STATE OF CANTABIA : SS.:
CITY/COUNTY OF TORONTO)

I, GARY THONG DANIEL, the undersigned Notary Public do hereby certify

that MARK BURTON, as CEO of

Genetel, Inc.
Genetel Canada, a Corporation,

who signed the foregoing Assignment document, was authorized on the

19th day of July, to execute the foregoing Assignment document on behalf of Genetel, Inc. - Genetel Canada, and to

me acknowledged that he/she did sign the said document.

Gary T. Daniel
Notary Public

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

ASSIGNORS:

GestureTek, Inc.

By: _____
Name: _____
Title: _____


GestureTek Canada Inc.

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

ASSIGNEE:

QUALCOMM INCORPORATED

By: 
Name: William E. Keitel
Title: Executive Vice President and
Chief Financial Officer