

**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>
BENTLEY THREE		10/11/2011	CORPORATION: NEW HAMPSHIRE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BLAST MOTION, INC.		
<b>Street Address:</b>	345 Lorton Avenue, Suite 401		
<b>City:</b>	Burlingame		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94010		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85107025	SWING DNA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)777-5425		
<b>Phone:</b>	858-729-0800		
<b>Email:</b>	docketing@arciplaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Danna J. Cotman		
<b>Address Line 1:</b>	7910 Ivanhoe Ave, #325		
<b>Address Line 4:</b>	La Jolla, CALIFORNIA 92037		
<b>ATTORNEY DOCKET NUMBER:</b>	19007-T001		
<b>NAME OF SUBMITTER:</b>	Danna J. Cotman, Esq.		
<b>Signature:</b>	/Danna J. Cotman/		

OP \$40.00 85107025

**900204374**

**TRADEMARK  
 REEL: 004639 FRAME: 0925**

Date:

10/11/2011

Total Attachments: 2

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## ASSIGNMENT OF TRADEMARK AND GOODWILL

This Assignment of Trademark and Goodwill (this "Assignment") is made this 29 September 2011.

WHEREAS, BENTLEY THREE, a New Hampshire corporation with a principal place of business at 8 Tumble Road, Bedford, New Hampshire 03110 (collectively "Assignor") has used the marks set forth in the Schedule below (hereinafter referred to as "marks"), and either has pending trademark applications for the marks or has already registered the marks in the United States Patent and Trademark Office; and

WHEREAS, BLAST MOTION, INC., a California corporation with a principal place of business at 345 Lorton Avenue, Suite 401, Burlingame, California 94010 ("Assignee"). Assignee is desirous of acquiring any and all rights that Assignor may have in and to the marks and the registrations and applications for registration, therefore, together with the goodwill of the business in connection with which the marks are used and which is symbolized by the marks, along with the right to recover for damages and profits for past infringements thereof;

### ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby irrevocably sell, transfer, and assign the full and exclusive right, title and interest in and to the marks together with the goodwill of the business in connection with which the marks are used and which is symbolized by the marks, including any and all rights to continuing, maintaining, renewing and all other actions required which have been or shall be filed in the United States and all foreign countries on said marks; and all original and reissued trademarks which have been or shall be issued in the United States and all foreign countries on said marks; and in and to all rights of priority resulting from the filing of said Applications, along with the right to recover for damages and profits for past infringements thereof.

Assignors hereby authorize and request the Director of the U.S. Patent and Trademark Office and all foreign Trademark Offices to issue Trademarks for the subject matter assigned herein to said Assignee, of the entire right, title, and interest in and to the same, for Assignees sole use and behoof; and for the use and behoof of Assignees legal representatives, to the full end of the term for which said Trademark may be granted, as fully and entirely as the same would have been held by Assignors had this assignment and sale not been made. Assignors hereby covenants with Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights to the Trademark herein conveyed has been made to other by the undersigned, and that the full right to convey as herein expressed is possessed by the undersigned.

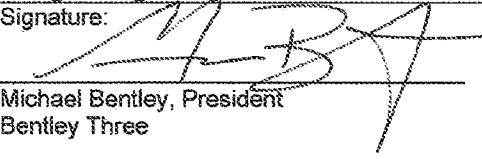
Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in

the possession or control of Assignor.

SCHEDULE

Trademark	Serial No.	Registration No.	Applicant	Our Docket No.
SWING DNA	85107025	4,001,357	Bentley Three	19007-T001

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto cause this Agreement to be executed.

Assignor Signature	Date
Signature: 	10/11/11
Michael Bentley, President Bentley Three	