

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<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>
Oodle, Inc.		12/31/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	California Voices		
<b>Street Address:</b>	3411 Silverside Road		
<b>Internal Address:</b>	Concord Plaza		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19810		
<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>	3722401	OODLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	484-701-6286		
<b>Email:</b>	sean.dwyer@qvc.com		
<b>Correspondent Name:</b>	Sean W. Dwyer		
<b>Address Line 1:</b>	1200 Wilson Drive		
<b>Address Line 4:</b>	West Chester, PENNSYLVANIA 19380		
<b>NAME OF SUBMITTER:</b>	Sean W. Dwyer		
<b>Signature:</b>	/Sean W. Dwyer/		
<b>Date:</b>	02/01/2013		

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**Total Attachments: 5**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**IP Assignment**”), dated as of December 31, 2012 is made by Oodle, Inc., a Delaware corporation (“**Seller**”), in favor of California Voices, LLC, a Delaware limited liability company (“**Buyer**”).

WHEREAS, Seller and Buyer have entered into a certain Asset Purchase Agreement dated as of November 30, 2012 by and between Buyer, Seller, Fortis Advisors LLC, a Delaware limited liability company, acting solely in the capacity as the Stockholder Representative, and solely for purposes of Section 6.12 thereof, QVC, Inc., a Delaware corporation, and solely for purposes of Section 6.3 thereof, Craig Donato and solely for purposes of Section 6.3 thereof, Scott Kister (the “**Purchase Agreement**”), pursuant to which, among other things, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, Seller agrees as follows:

1. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller’s right, title and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “**Patents**”);

(b) the trademark registrations and trademark applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the “**Trademarks**”);

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. The terms of the Purchase Agreement are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

6. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has caused this IP Assignment to be executed as of the date first written above by its duly authorized officer.

**OODLE, INC.**

By: 

Name: Craig Donato

Title: President & Chief Executive Officer

[SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT]