

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
101 Phones, Inc.		12/31/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	101 Phones II LLC		
Street Address:	1410 Broadway		
Internal Address:	20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85757737	101PHONES.COM	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7168583865		
Email:	cvonsimson@damonmorey.com		
Correspondent Name:	Charles von Simson		
Address Line 1:	200 Delaware Avenue		
Address Line 4:	Buffalo, NEW YORK 14202		
ATTORNEY DOCKET NUMBER:	19341.0003		
NAME OF SUBMITTER:	Charles von Simson		
Signature:	/Charles von Simson/		

Date:

02/06/2013

Total Attachments: 5

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ASSIGNMENT OF TRADEMARK AGREEMENT

This ASSIGNMENT OF TRADEMARK AGREEMENT (this “Agreement”), dated as of December 31, 2012, is made by and between 101 Phones II LLC, a New York limited liability company (“Buyer”), and 101 Phones, Inc., a New York corporation (“Seller”). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings set forth in that certain Asset Purchase Agreement, dated of even date herewith, by and among Buyer, Seller and certain other entities named therein (as may be amended, supplemented or otherwise modified from time to time, the “Purchase Agreement”).

WITNESSETH:

WHEREAS, Seller is the owner of the entire right, title, interest and goodwill in and to the marks and the applications and registrations therefor identified in Exhibit A attached hereto (the “Marks”); and

WHEREAS, pursuant to the Purchase Agreement (the terms of which, including all Schedules and Exhibits thereto, are being incorporated herein by this reference), Buyer has agreed to purchase and acquire from Seller, and Seller has agreed to sell, transfer, assign, convey and deliver to Buyer, the entire right, title and interest in and to certain Acquired Assets owned by Seller, including the Assets (as defined below), free and clear of all Encumbrances, subject to the terms and conditions of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the Purchase Agreement, the parties hereto (individually, a “Party”; collectively, the “Parties”) hereby agree as follows:

1. Seller does hereby sell, transfer, assign, convey and deliver to Buyer the entire right, title and interest in and to the following assets (collectively, the “Assets”):
 - (a) the Marks, and any adaptation, derivation, variation or combination thereof, and any name similar thereto, under Section 43(a) of the Trademark Act of 1946, 15 U.S.C. §1125(a), and any applicable statutory provision and/or the common law of the various states governing the protection of unregistered trademarks and prohibiting unfair competition;
 - (b) the licenses and sublicenses granted and obtained with respect to the Marks;
 - (c) the goodwill of the business symbolized by and associated with the Marks; and
 - (d) the right to sue, recover for, and the right to profits or damages arising out of or in connection with any and all past, present or future infringement or dilution of, or damage or injury to, the Marks or such associated goodwill.


2. Seller further agrees to execute all documents, instruments and papers and to perform all acts, without any further consideration, as reasonably deemed necessary by Buyer to perfect in Buyer the foregoing right, title and interest, including the execution of any related domestic or foreign application documents which accurately set forth the related facts.
3. This Agreement is being executed and delivered pursuant and subject to the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall govern.
4. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
5. This Agreement and any claim, controversy or dispute arising under or related to this Agreement or the relationship of the Parties shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. Each Party agrees that any claim, controversy or dispute arising under or related to this Agreement shall be subject to and resolved in accordance with Section 8.17 of the Purchase Agreement.
6. If any term or other provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.
7. This Agreement may not be amended or altered except by a written instrument executed by the Parties.
8. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

SELLER:

101 PHONES, INC.

By: 
Name: U.S. CUBAN
Title:

BUYER:

101 PHONES II LLC

By: _____
Name: Hassan Ragab
Title: Manager

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

SELLER:

101 PHONES, INC.

By: _____
Name:
Title:

BUYER:

101 PHONES II LLC

By: H. Ragab
Name: Hassan Ragab
Title: Manager

EXHIBIT A

Mark	Filing date	Serial No.	Reg. date	Reg. No.
101PHONES.COM AND DESIGN	8/17/2006	76/664,730	9/11/07	3,289,396
101PHONES.COM	10/18/2012	85/757,737		