

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
Orb Networks, Inc.		05/01/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Qualcomm iSkoot, Inc.
Street Address:	5775 Morehouse Drive
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	85467150	ALLPLAY
Serial Number:	85701701	ALLPLAY
Registration Number:	3633118	ORB
Registration Number:	3709099	ORB

CORRESPONDENCE DATA	
Fax Number:	2028576395
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	202.857.6000
Email:	johanna.mansilla@arentfox.com
Correspondent Name:	N. Christopher Norton, Esq.
Address Line 1:	Arent Fox LLP
Address Line 2:	1717 K Street, NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	032592.12707
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OP \$1115.00 85467150

NAME OF SUBMITTER:	N. Christopher Norton
Signature:	/N. Christopher Norton/
Date:	05/10/2013
Total Attachments: 6 source=Orb Network to Qualcomm iSkoot - Trademark Assignment#page1.tif source=Orb Network to Qualcomm iSkoot - Trademark Assignment#page2.tif source=Orb Network to Qualcomm iSkoot - Trademark Assignment#page3.tif source=Orb Network to Qualcomm iSkoot - Trademark Assignment#page4.tif source=Orb Network to Qualcomm iSkoot - Trademark Assignment#page5.tif source=Orb Network to Qualcomm iSkoot - Trademark Assignment#page6.tif	

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "Assignment"), dated as of May 1, 2013 (the "Effective Date"), is made by **ORB NETWORKS, INC.**, a Delaware corporation having its principal place of business located at Mash Building, 428 13th Street, 3rd Floor, Oakland, California 94612 ("Assignor"), in favor of **QUALCOMM ISKOOT, INC.**, a Delaware corporation, having its principal place of business located at 5775 Morehouse Dr., San Diego, CA 92121 ("Assignee"). Capitalized terms used but not defined herein have the meanings ascribed to them in the Asset Purchase Agreement.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated of even date herewith (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to, among other things, sell, assign, transfer, convey, and deliver to Assignee all of Assignor's right, title, and interest in and to the Assigned Trademarks (defined below); and

WHEREAS, pursuant to the Asset 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 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. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's 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 Assignor retains any right, title or interest in or to the Assigned Trademarks that cannot be assigned to Assignee pursuant to this Assignment, then Assignor shall waive for all time any claims that Assignor may have concerning the Assigned Trademarks (except as set forth in the Asset Purchase Agreement). Assignor shall make no further use of the Assigned Trademarks for its own benefit or the benefit of another (except as set forth in the Asset Purchase Agreement), nor shall Assignor challenge Assignee's use of the Assigned Trademarks after the date of this Assignment.

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 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 Assignors and 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.

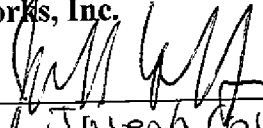
8. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of California other than conflict of laws principles thereof directing the application of any law other than that of California. Courts with the State of California (located within San Diego) 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.

ASSIGNOR:

Orb Networks, Inc.

By: 
Name: Joseph Castella
Title: CEO

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

Acknowledged and Accepted:

ASSIGNEE:

Qualcomm iSkoot, Inc.

By: 

Name: Ravinder P. Chandhok

Title: President

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
STATE OF CA ss.:
CITY/COUNTY OF Alameda)

I, Kali Snowden, the undersigned Notary Public do hereby certify

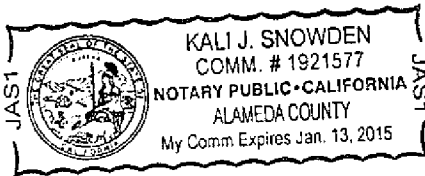
that Joseph ball Costello, as CEO of

Orb Networks, an officer, who signed the foregoing Assignment document, was authorized on the









1st day of May, 2013 to execute the foregoing Assignment document on behalf of Orb Networks, and to

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

Kali Snowden
Notary Public



SCHEDULE A TO TRADEMARK ASSIGNMENT

COUNTRY	MARK	APPLN. NO.	FILING DATE	REG. NO.
United States	ORB	78538592	12/27/2004	3633118
United States		77108214	02/15/2007	3709099
United States	AllPlay	85467150	11/08/2011	
United States		85701701	08/13/2012	
Canada	ALLPLAY	1575556	04/30/2012	
Canada		1672314	02/13/2013	
China - MP	AllPlay	N/A	04/26/2012	1123864
China - MP		(USPTO Ref. No. A0033941)	02/06/2013	
European Union	AllPlay	10850411	05/02/2012	
European Union		11558491	02/08/2013	
Japan - MP	AllPlay	N/A	04/26/2012	1123864
Japan - MP		(USPTO Ref. No. A0033941)	02/06/2013	
Korea, Republic of - MP	AllPlay	N/A	04/26/2012	1123864
Korea, Republic of - MP		(USPTO Ref. No. A0033941)	02/06/2013	
WIPO (designating the countries with MP)	AllPlay	N/A	04/26/2012	1123864
WIPO (designating the countries with MP)		N/A	02/06/2013	N/A

* Note: the "MP" designation indicates that WIPO application or registration extended into the designated jurisdiction via the Madrid Protocol.

Common Law Trademarks:

- Orb Music
- Orb BR
- Orv TV
- Orb Live
- Orb Caster