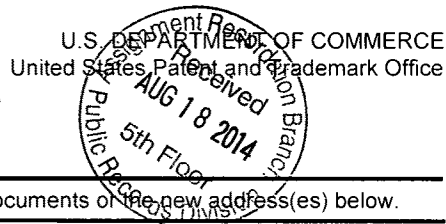


08/18/2014



8/18/14



103668586

To the Director of the U. S. Patent and Trademark Office: Please forward documents of the new address(es) below.

1. Name of conveying party(ies):

Bluedot Glass, L.L.C.
5913 South 16th Drive
Phoenix AZ, 85041

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) State of Arizona

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 30, 2014

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Zong, Inc.

Street Address: 2237 S. 16th Street, Bldg. D

City: Phoenix

State: Arizona

Country: Maricopa Zip: 85037

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship State of Arizona
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

Serial Number: 76689190

B. Trademark Registration No.(s)

3659689

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Word mark: "ZONG!" Filing date: May 1, 2008.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: King & Frisch, P.C.

Internal Address: c/o James C. Frisch

Street Address: 6226 E. Pima, Ste. 150

City: Tucson

State: Arizona Zip: 85712

Phone Number: 520-790-4061

Docket Number: _____

Email Address: jfrisch@kfazlaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

08/20/2014 DTIMBERL 00000004 3659689

01 FC:8521 40.00 DP

Deposit Account Number _____

Authorized User Name _____

9. Signature:

James C. Frisch
Signature

8/13/14
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005359 FRAME: 0845

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “**Agreement**”) is entered into this 30th day of May, 2014 (the “**Effective Date**”) by and between Bluedot Glass, L.L.C., an Arizona Limited Liability Company (“**Assignor**”) and Zong, Inc., an Arizona corporation (“**Assignee**”). Assignor and Assignee are collectively referred to as the “**Parties**.”

RECITALS

A. Assignor owns the entire right, title and interest in and to U.S. and foreign trademarks, in particular the U.S. trademark Registration Number 3659689, consisting of the word mark “ZONG!” (the “**Marks**”);

B. Assignor and Assignee entered into Capital Contribution Agreement on October 3, 2013 (“**Capital Contribution Agreement**”), in which Assignor assigned all interest in the tangible and intangible assets located at or related to the business conducted at 2237 South 16th Street, Buidling D, Phoenix, Arizona 85703. The Capital Contributions Agreement included the assignment of the Marks; however, the Parties wish to additionally express the assignment of the Marks in this Agreement for the purposes of filing and recording with the U.S. Patent and Trademark Office.

C. Therefore, Assignor desires to assign all right, title and interest in the Marks to Assignee, and Assignee desires to acquire all of Assignor’s right, title and interest, in and to the Marks together with all the goodwill associated with the Marks, upon the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the Parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.
2. Assignor represents and warrants that:
 - a. Assignor owns the entire right, title and interest in and to the Marks;
 - b. all registrations for the Marks are currently valid and subsisting and in full force and effect;

c. Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks to any other person or entity;

d. there are no liens or security interests against the Marks;

e. Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

f. execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

4. Assignor and Assignee acknowledge and agree that Assignee has paid consideration for the assignment, and such consideration is set for the in the Parties Capital Contribution Agreement.

5. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.

6. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

7. Miscellaneous.

i. This Agreement, and the Parties Capital Contribution Agreement, constitutes the entire agreement of the Parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both Parties, making specific reference to this Agreement by date, parties, and subject matter.

ii. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Arizona, without regard to its

conflict of laws principles, and shall be enforceable against the parties in the courts of Arizona. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

iii. This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

iv. Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

BLUEDOT GLASS, L.L.C.

By: 

Edwin Bednar
5913 South 16th Drive
Phoenix AZ, 85041

Title: Owner / Manager

ASSIGNEE:

ZONG, INC.

By: 

Jack Barnes
2237 S. 16th Street, Bldg. D
Phoenix, AZ 85037

Title: Director