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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM337666

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SK C&C CO., LTD.		03/31/2015	CORPORATION: KOREA, REPUBLIC OF

RECEIVING PARTY DATA

Name:	MOZIDO CORFIRE - KOREA, LTD.	
Street Address: (Jeongja-dong) 9, 343Beon-Gil		
Internal Address:	Sungnamdae-ro, Boondang-gu	
City:	Sungnam City, Kyunggi-do	
State/Country:	KOREA, REPUBLIC OF	
Entity Type:	CORPORATION: KOREA, REPUBLIC OF	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4196779	CORFIRE CF
Registration Number:	4643239	LIVE LIFE MOBILE
Registration Number:	4649638	MOBILE. COMMERCE. EXPERTISE.

CORRESPONDENCE DATA

Fax Number: 7038370980

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (703) 837-9600

Email: mlebow@ladas.com, anguyen@ladas.com

Correspondent Name: Mark Lebow

Address Line 1: 1727 King Street, Suite 105 Address Line 4: Alexandria, VIRGINIA 22314

NAME OF SUBMITTER:	Mark Lebow
SIGNATURE:	/ml/
DATE SIGNED:	04/08/2015

Total Attachments: 7

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> **TRADEMARK** REEL: 005494 FRAME: 0672

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made, entered into and effective as of this 31st day of March, 2015, by SK C&C CO., LTD., a company incorporated in the Republic of Korea (Registration Number: 110111-0769583), with its registered address at (Jeongja-dong) 9, 343Beon-Gil, Sungnamdae-ro, Boondang-gu, Sungnam City, Kyunggi-do, Republic of Korea (the "Assignor"), in favor of MOZIDO CORFIRE - KOREA, LTD., a company organized and existing under the laws of Korea (Registration Number: 131114-0006124), with its registered address at (Jeongja-dong) 9, 343Beon-Gil, Sungnamdae-ro, Boondang-gu, Sungnam City, Kyunggi-do, Republic of Korea (the "Assignee"). All capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in that certain Amended and Restated Stock and Asset Purchase Agreement, dated as of March 31, 2015 (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"), by and among the Assignor, the Assignee and the other parties signatory thereto.

RECITALS:

WHEREAS, Pursuant to the Purchase Agreement, the Assignor agreed to transfer and assign to Assignee and certain other parties set forth therein certain assets, including intellectual property, used in connection with the Business (as defined in the Purchase Agreement);

WHEREAS, Pursuant to the Purchase Agreement, the Assignor agreed to assign to Assignee all right, title and interest in and to the trademark registrations and applications for certain trademarks set forth on <u>Schedule 1</u>, together with (i) all goodwill associated therewith or symbolized thereby, (ii) all rights to apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (iii) all benefits, privileges, causes of action, and remedies relating thereto throughout the world (collectively, the "<u>Assigned Marks</u>").

- **NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:
- 1. <u>Assignment</u>. Assignor hereby sells, assigns, transfers, conveys and delivers unto Assignee all right, title and interest in and to the Assigned Marks, to be held and enjoyed by Assignee to the full end of the term for which said trademarks may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made; provided that, with respect to any Assigned Marks that have United States intent-to-use trademark applications for which an affidavit of use has not yet been filed, the transfer and assignment of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications.
- 2. **Recordation and Further Actions**. The Assignor authorizes the Commissioner for Trademarks and any other Governmental Authority to, at Assignee's cost and expense, record

and register the trademark assignments evidenced by this Trademark Assignment upon request by the Assignee. At Assignee's cost and expense, the Assignor 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 Marks are properly assigned to the Assignee, or any assignee or successor thereto. In addition, if any registrations or applications for Assigned Marks were omitted from **Schedule 1** hereto, Assignor shall, upon becoming aware of such omission, notify Assignee and execute such further assignments or instruments as are reasonably requested by Assignee, at Assignee's cost and expense, to record Assignee's rights therein with the relevant intellectual property offices(s), whether domestic or foreign.

- 3. <u>Entire Agreement</u>. This Trademark Assignment and the Purchase Agreement (including the other schedules and exhibits to the Purchase Agreement) contain the entire agreement of the parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Trademark Assignment.
- 4. <u>Governing Law</u>. This Trademark Assignment shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal Laws of the State of Delaware applicable to agreements made and fully performed within the State of Delaware.
- 5. <u>Counterparts</u>. This Trademark Assignment may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. Signatures of the parties transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.
- 6. <u>Language</u>. In the event of any conflict between the English language version of this Trademark Assignment and any translation hereof, the English language version shall prevail.

(Signatures begin on following page)

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed effective as of the date first above written.

ASSIGNOR: SK C&C CO., LTD.

Name: Jung Ho Park

Title: Representative Director

[Signature Page to Trademark Assignment]

ASSIGNEE: MOZIDO CORFIRE - KOREA, LTD.

Name: Charlie Wiggs

Title: Representative Director

[Signature Page to Trademark Assignment]

SCHEDULE 1 ASSIGNED MARKS

United States

Country	Mark	Application No Filing Date	Registration No. Registration Date
United States	corfire"	85/327,786 2011-05-23	4,196,779 2012-08-28
United States	LIVE LIFE MOBILE	85/717,183 2012-08-30	4,643,239 2014-11-25
United States	MOBILE. COMMERCE. EXPERTISE.	85/724,436 2012-09-10	4,649,638 2014-12-02

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SCHEDULE 1 ASSIGNED MARKS

<u>Korea</u>

Country	Mark	Application No. Filing Date	Registration No. Registration Date
Korea	CORFIRE	45-2011-0005219 11/15/2011	45-0042972 01/03/2013
Korea	CORFIRE (figure)	45-2011-0005220 11/15/2011	45-0044135 03/27/2013
Korea	CORMKT	45-2013-0006063 10/22/2013	45-0052310 11/25/2014
Korea	CORPAY	45-2011-0005508 11/30/2011	45-0043193 01/18/2013
Korea	CORTSM	45-2011-0005507 11/30/2011	45-0052983 12/31/2014
Korea	LIVE LIFE MOBILE	45-2012-0002202 04/27/2012	45-0046604 10/17/2013
Korea	QRCOME	45-2011-0004395 09/29/2011	45-0043649 02/18/2013

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SCHEDULE 1 ASSIGNED MARKS

International Registrations

IR No. Date	Mark	Country	Country (Application No.) Registration No.
1121202	CORFIRE	Australia	1590017
11/23/2011		China	1121202
		European Community	1121202
		Singapore	(T1318153D)
		United States	4,452,850
1122045	corfire <	Australia	1587634
11/23/2011		China	1122045
		European Community	1122045
		Singapore	(T1317223C)
1114190	CORTSM	Australia	1588849
12/5/2011		China	1114190
		European Community	1114190
		Singapore	(T1317675A)
		United States	4,326,354
1121224	CORPAY	Australia	1587633
12/5/2011		China	(1121224)
		European Community	1121224
		Singapore	(T1317222E)
		United States	4,449,420
1200977	CORMKT	Australia	1620183
10/31/2013		China	1200977
		European Community	1200977
		Singapore	T1406853G
		United States	4,705,845

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RECORDED: 04/08/2015