

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This Assignment of Intellectual Property Assets (the “Assignment”) is made as of this 15th day of June, 2015, by and between Vergence Entertainment LLC, a California limited liability company (“Assignor”) and Ringorang Worldwide LLC, a California limited liability company (“Assignee”). Reference is made to that certain Ringorang® Acquisition Agreement, dated as of June 15, 2015 (the “Assets Assignment Agreement”), by and between the Assignor and the Assignee. Capitalized terms not otherwise defined in this Assignment shall have the meanings ascribed to them in the Assets Assignment Agreement.

Assignor is the owner of certain Intellectual Property Assets (as defined below), and by this Assignment, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee and its successors and permitted assigns, to have and to hold free and clear of all encumbrances including any and all liens and security interests, all of Assignor’s right, title and interest in and to the Intellectual Property Assets, including all the common law rights therein, all the goodwill of the business attached to and symbolized by any of the Intellectual Property Assets and all registrations, if any, therefor. For purpose of this Assignment, “Intellectual Property Assets” shall mean any and all materials, artwork, names, designs, patents, trademarks, copyrights, and related registrations and applications, and trade secret rights pertaining to the Ringorang Concept and shall include but not be limited to: 1) United States Trademark Registration No. 3864930, United States Trademark Registration No. 3864931, and United States Trademark Registration No. 4164805 with respect to service mark “Ringorang”, and United States Trademark Registration No. 3825446 and United States Trademark Registration No. 3815163 with respect to service mark “Dallions”, in each case, including any and all goodwill associated therewith or related thereto (collectively, “Ringorang Trademarks”), (ii) United States Patent #7,946,910, United States Patent #8,231,470, and United States Patent #7,805,151 (collectively, “Ringorang Patents”); and (iii) all and any copyrights, software codes, network configurations, proposed methods, other technology and any and all other information and materials, on any medium, concerning or related to the Ringorang Concept, including without limitation brand names, slogans, domains, websites, designs and logos, trade secrets, training documents, sale strategies, presentation materials, informational videos, advertising materials, and any work in progress related thereto.

Assignor covenants with Assignee that Assignor will take all such further actions, execute and deliver all such further documents, and do all other acts and things as Assignee may reasonably request for the purpose of carrying out the intent of this Assignment, including, but not limited to, execution of all oaths, assignments, powers of attorney and other papers related thereto.

Assignor hereby authorizes the United States Patent and Trademark Office, the United States Copyright Office and other corresponding officials of other jurisdictions, as and to the extent appropriate, to record this instrument and to record Assignee as the owner of the corresponding Intellectual Property Asset(s).

This Assignment will be binding on Assignor and its successors and permitted assigns, and will inure to the benefit of Assignee and its successors and permitted assigns. Nothing

contained in this Assignment will be deemed to amend, supplement or modify any of the rights or obligations of Assignee or Assignor under the Assets Assignment Agreement.

This Assignment will be governed by and construed and interpreted in accordance with the substantive laws of the State of California, without giving effect to any conflict of laws rule or principle that might result in the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

Assignor:

VERGENCE ENTERTAINMENT LLC,
a California limited liability company



By _____

Name: Robert J. Feeney

Title: President

Assignee:

RINGORANG WORLDWIDE LLC, a California
limited liability company



By _____

Name: B. Wayne Barkley

Title: President & Chief Operations Officer