

02-02-2010

ET

2-1-10



103588017

Documents or the new address(es) below.

To the Director of the U.S. Patent a

1. Name of conveying party(ies)

Andrew E. Levi
Bradley W. Bauer

2. Name and address of receiving party(ies)

Name: Blue Calypso, LLC.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? Yes No

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

Execution Date(s) January 11, 2010

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

Street Address: 1345 Valwood Parkway, Suite 301

City: Carrollton

State: Texas

Country: USA

Zip: 75006

Additional name(s) & address(es) attached? Yes No

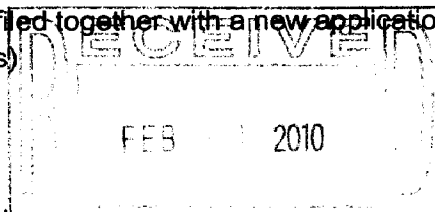
4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

12/592,019

B. Patent No.(s)



Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: George R. Schultz

Internal Address: _____

Street Address: 5400 LBJ Freeway, Suite 1200

City: Dallas

State: Texas

Zip: 75240

Phone Number: (214) 210-5940

Fax Number: (214) 210-5941

Email Address: _____

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 50-2225

02/02/2010 MJAMA1 00000012 12592019

Authorized User Name George R. Schultz

01 FC:0021

40.00

9. Signature:

Signature

January 26, 2010

Date

George R. Schultz
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

4

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

ASSIGNMENT

WHEREAS, We, Andrew E. Levi, a citizen of the United States of America, and resident of Plano, Texas; and Bradley W. Bauer, a citizen of United States, and resident of Richardson, Texas; have invented certain new and useful improvements in "SYSTEM AND METHOD FOR PEER-TO-PEER ADVERTISING BETWEEN MOBILE COMMUNICATION DEVICES", the specification of which is filed herewith and;


WHEREAS, BLUE CALYPSO, LLC, a company organized under the laws of the State of - Texas, and having a place of business at 1345 Valwood Parkway, Suite 301, Carrollton, Texas 75006 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring my entire right, title and interest in and to the invention, and in and to the said application and any Letters Patent that may issue thereon;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to said invention and in and to said application and all patents which may be granted therefor, and all divisions, reissues, substitutions, continuations, continuations-in-part and extensions thereof; and I hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patents resulting therefrom, insofar as my interest is concerned, to the said ASSIGNEE of my entire right, title and interest.

We also hereby sell and assign to said ASSIGNEE, its successors, assigns and legal representatives the full and exclusive rights, title and interest to the invention disclosed in said application throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and we further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in ASSIGNEE, its successors, assigns and legal representatives.

We hereby further agree that we will communicate to said ASSIGNEE, or to its successors, assigns and legal representatives, any facts known to us respecting any improvements; and, at the expense of said ASSIGNEE, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, and make all lawful oaths, and generally do everything possible to vest title in said ASSIGNEE and to aid said ASSIGNEE, its successors, assigns and legal representatives to obtain and enforce proper protection for said invention in all countries.

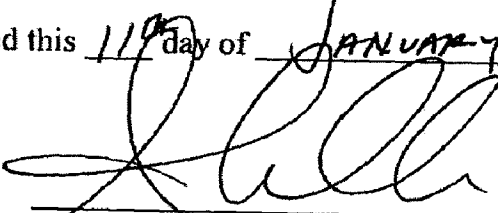
IN WITNESS WHEREOF, we have hereunto set our hands and seal this 11th day of January 2010.



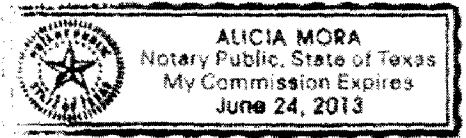
Andrew E. Levi

State of TEXAS §
County of DALLAS §

Before me personally appeared ANDREW LEVI and acknowledged the foregoing instrument to be his free act and deed this 11th day of JANUARY, 2010.



Notary Public



Date: 1-11-2010

Bradley W. Bauer
Bradley W. Bauer

State of TEXAS §

County of DALLAS §

Before me personally appeared BRAD BAUER and acknowledged
the foregoing instrument to be his free act and deed this 11th day of JANUARY, 2010.

[Signature]
Notary Public

