

Form PTO-1595 **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE
 (Rev. 10/02) **PATENTS ONLY** U.S. Patent and Trademark Office
 OMB No. 0651-0027 (exp. 6/30/2005) **Attorney Docket No. 1578.10346G00**

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>JAGTAG, INC. 234 Nassau Street, 2nd Floor Princeton, NJ 08540</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: AUGME TECHNOLOGIES, INC.</p> <p>Street Address: 43 West 24th Street, 11th Floor</p> <p>City: New York State: New York</p> <p>Zip: 10010</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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3. Nature of conveyance/ Execution Date: July 25, 2007.

<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Merger
<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name
<input type="checkbox"/> Joint Research Agreement	
<input type="checkbox"/> Government Interest Assignment	
<input type="checkbox"/> Executive Order 9424, Confirmatory License	
<input type="checkbox"/> Other .	

4. Application number(s) or patent number(s): This document is being filed together with a new application.

<p>A. Patent Application No.(s)</p> <p>See Attached Schedule A</p>	<p>B. Patent Registration No.(s)</p>
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Additional number(s) attached Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: ANTONELLI, TERRY, STOUT & KRAUS, LLP</p> <p>Internal Address:</p> <p>1300 NORTH 17TH STREET - SUITE 1800</p> <p>City: ARLINGTON State: VA Zip 22209</p> <p>Phone Number: (703) 312-6600 Facsimile Number: (703) 312-6666 Email Address: email@antonelli.com</p>	<p>6. Total number of applications and patents involved 17</p> <p>7. Total fee (37 CFR 3.41)..... \$680.00</p> <p><input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 numbers: 1032 Expiration date: June 2014</p> <p>b. Deposit account number: 01-2135 Authorized User Name: Ronald J. Shore</p>
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DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

<p>Donald E. Stout</p> <p>_____ Name of Person Signing</p>	 _____ Signature	<p>August 23, 2011</p> <p>_____ Date</p>
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Total number of pages including cover sheet, attachments, and document: **9**

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, VA 22313-1450

OP \$680.00 1186479

SCHEDULE A
TO PATENT ASSIGNMENT AGREEMENT

Application Serial No.	Patent No./Publication No.	Filing Date	Title
11/864,799	2008/0201078	September 28, 2007	Method for Determining and Announcing Proximity Between Trajectories
11/864,814	2008/0201310	September 28, 2007	Method for Information Querying and Serving on the Internet Based on Profiles
11/864,807	2008/0201321	September 28, 2007	Method for Information Querying and Serving in a Virtual World Based on Profiles
11/864,772	2008/0201283	September 28, 2007	Method for Anticipatory Querying and Serving on Mobile Devices Based on Profiles
11/864,758	2008/0200153	September 28, 2007	Method for Code Triggered Information Querying and Serving on Mobile Devices Based on Profiles
11/864,821	2008/0200160	September 28, 2007	Apparatuses, Methods and Systems for Ambiguous Code-Triggered Information Querying and Serving on Mobile Devices
11/864,745	7958081	September 28, 2007	Apparatuses, Methods and Systems for Information Querying and Serving on Mobile Devices Based on Ambient Conditions
11/864,790	2008/0195456	September 28, 2007	Apparatuses, Methods and Systems for Coordinating Personnel Based on Profiles
12/278,131		August 1, 2008	Apparatuses, Methods and Systems for a Graphical Code-Serving Interface
12/267,470		November 7, 2008	Apparatuses, Methods and Systems for a Code-Mediated Content Delivery Platform
12/264,642		November 7, 2008	Apparatuses, Methods and Systems for a Code Mediated Content Delivery Platform
10172395.5 (European Patent Convention)		September 27, 2007	Apparatuses, Methods and Systems for a Code Triggered Information Querying and Serving
2009-530645 (Japan)		September 28, 2007	Apparatuses, Methods and Systems for a Code Triggered Information Querying and Serving

Application Serial No.	Patent No./Publication No.	Filing Date	Title
13/098542		May 2, 2011	Apparatuses, Methods and Systems for a Code Triggered Information Querying and Serving on Mobile Devices based on Ambient Conditions
13/164855		June 21, 2011	Apparatuses, Methods and Systems for a Code Triggered Information Querying and Serving
13/162019		June 16, 2011	Apparatuses, Methods and Systems for a Code Triggered Information Querying and Serving
PCT/US11/37247 (Patent Cooperation Treaty)		May 19, 2011	Apparatuses, Methods and Systems for a Voice Triggered Code-Mediated Augmented Reality Content Delivery Platform
13/167080		June 23, 2011	Apparatuses, Methods and Systems for a Graphical Code-Serving Interface
61/443716		February 16, 2011	Apparatuses, Methods and Systems for an Enhanced Barcode Decoding and Image Recognition Platform
61/454408		March 18, 2011	Apparatuses, Methods and Systems for an Enhanced Barcode Decoding and Image Recognition Platform

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Assignment**"), dated as of July 22, 2011 (the "**Effective Date**"), is made by and between JAGTAG, INC., a Delaware corporation ("**Assignor**"), and AUGME TECHNOLOGIES, INC., a Delaware corporation ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of July 20, 2011 (the "**Asset Purchase Agreement**"), pursuant to which Assignee has agreed to purchase and accept, and Assignor has agreed to sell, transfer, convey and assign to Assignee all of Assignor's right, title and interest in, to and under the Patents included in the Intellectual Property Assets (including, without limitation, the Patents listed in Schedule A hereto) (the "**Patents**").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby sells, transfers, conveys and assigns to Assignee, its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Patents, together with the right to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement of the Patents, or any patent based upon or claiming priority to the Patents, and to fully and entirely stand in the place of Assignor in all matters related to the Patents.

2. (a) **Cooperation.** This Assignment has been executed and delivered by Assignor for the purpose of recording the assignment herein with the appropriate Governmental Body. At Assignee's sole cost and expense, Assignor and the Stockholder Representative shall execute and deliver such other documents and take all other commercially reasonable actions which Assignee, its successors and/or assigns, may reasonably request to effect the terms of this Assignment, including its recordation in relevant state and national patent offices.

(b) **Patent Office Authorization.** Assignor and Assignee represent, warrant, authorize and request the Commissioner for Patents and Trademarks of the United States, and all officials of countries or regions in and foreign to the United States having authority so to do, to register and/or issue all such Patents and/or other grants of protection upon said Patents to the Assignee or to such nominees as it may designate.

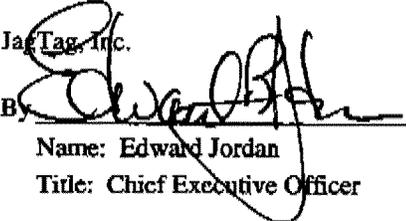
3. **General Provisions.** Capitalized terms used herein but not defined herein shall have the meanings set forth in the Asset Purchase Agreement. This Assignment, Schedule A hereto and the Asset Purchase Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

4. **Governing Law; Jurisdiction and Venue.** This Assignment shall be governed by, and construed in accordance with, the Legal Requirements of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the Legal Requirements of another jurisdiction. Both Assignee and Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the Borough of Manhattan in the City of New York, New York for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

5. **Counterparts.** This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

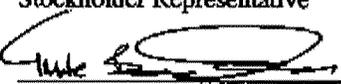
[Remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

Jag Tag, Inc.
By 
Name: Edward Jordan
Title: Chief Executive Officer

Augme Technologies, Inc.
By _____
Name: Paul Arena
Title: Chief Executive Officer

**ACKNOWLEDGED AND AGREED
AS TO PARAGRAPH 2**

Stockholder Representative

Gerrit Besselaar

[Notary signatures follow]

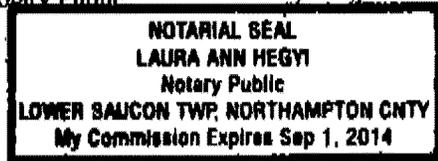
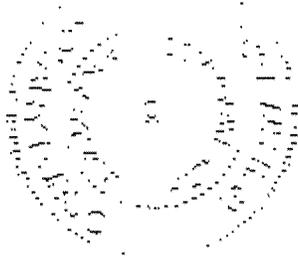
STATE OF PA)
) ss.:
COUNTY OF Northampton

On this ___ day of _____ 2011, before me, the undersigned, a notary public in and for said state and county, personally appeared Edward Jordan, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of JagTag, Inc., a Delaware corporation, as the Chief Executive Officer of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

Laura Ann Hegyi

Notary Public

(Affix Seal Below)



[EXECUTION VERSION]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

JagTag, Inc.

By _____

Name: Edward Jordan

Title: Chief Executive Officer

Augme Technologies, Inc.

By

Paul Arena
Paul Arena

Name: Paul Arena

Title: Chief Executive Officer

**ACKNOWLEDGED AND AGREED
AS TO PARAGRAPH 2 (COOPERATION)**

Stockholder Representative

Gerrit F. Besselaar

[Notary signatures follow]

[EXECUTION VERSION]

STATE OF New York
COUNTY OF Bronx ss.:

On this 25 day of July 2011, before me, the undersigned, a notary public in and for said state and county, personally appeared Paul Arena, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Augme Technologies, Inc., as the Chief Executive Officer of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.



Notary Public

(Affix Seal Below)

