

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2691120

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GEOS COMMUNICATIONS, INC.	08/17/2012
RECEIVING PARTY DATA	
Name:	AUGME TECHNOLOGIES, INC.
Street Address:	350 SEVENTH AVENUE
Internal Address:	SECOND FLOOR
City:	NEW YORK CITY
State/Country:	NEW YORK
Postal Code:	10001
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13686082
CORRESPONDENCE DATA	
Fax Number:	(847)770-6006
Phone:	(847) 770-6000
Email:	assignments@rosenbaumip.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	ROSENBAUM IP
Address Line 1:	1480 TECHNY ROAD
Address Line 4:	NORTHBROOK, ILLINOIS 60062
ATTORNEY DOCKET NUMBER:	6154-072
NAME OF SUBMITTER:	J. PETER PAREDES
Signature:	/J. Peter Paredes/
Date:	01/21/2014

Total Attachments: 4

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PATENT ASSIGNMENT AGREEMENT

This Agreement ("**Agreement**"), dated as of August 15, 2012, is made by GEOS Communications, Inc. ("**Assignor**") a Washington Corporation, and Geos Communications IP Holdings, Inc., a Delaware Corporation, ("**Assignee**"), pursuant to a certain Stock Purchase Agreement dated May 24, 2012 with Augme Technologies, Inc., a Delaware Corporation, ("**Augme**") as buyer thereunder (the "Stock Purchase Agreement").

WHEREAS, under the terms of the Stock Purchase Agreement, Assignor and Assignee have made certain representations and warranties concerning certain intellectual property of Assignor and Assignee, and has agreed to take, or cause to be taken, all appropriate action, and do, or cause to be done, all things necessary, proper or advisable under applicable Law or otherwise to consummate and make effective the transactions contemplated by the Stock Purchase Agreement; and

WHEREAS, Assignor and Assignee mutually agree that it is necessary, proper or advisable to enter into this Agreement to effectuate the transactions contemplated by the Stock Purchase Agreement.

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "**Assigned Patents**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**");

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Assignor authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Assignment upon request by

Assignee or Augme. 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 Patents are properly assigned to Assignee, or any assignee or successor thereto.

3. Terms of the Stock Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Stock Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Stock Purchase Agreement and the terms hereof, the terms of the Stock Purchase Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

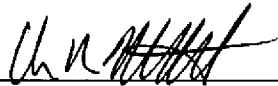
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

Geos Communications, Inc.

Geos Communications IP Holdings, Inc.

By: _____



By: _____

Name: Chris Miltenberger

Name: Paul Arena

Title: Chief Administrative Officer &
General Counsel

Title: Chief Executive Officer

Date: _____

August 17, 2012

Date: _____

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Geos Communications, Inc.

Geos Communications IP Holdings, Inc.

By: _____

By:  _____

Name: Chris Miltenberger

Name: Paul Arena

Title: Chief Administrative Officer &
General Counsel

Title: Chief Executive Officer

Date: _____

Date: August 17, 2012 _____

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patent Publication No.	Serial Number	County	Title
US20110159878	12/974,119	US	SYSTEM AND METHOD OF USING A DYNAMIC ACCESS NUMBER ARCHITECTURE
WO2011090675	PCT/US10/61838	WO	SYSTEM AND METHOD OF USING A DYNAMIC ACCESS NUMBER ARCHITECTURE
US20090323920	12/552,772	US	SYSTEM AND METHODS TO ROUTE CALLS OVER A VOICE AND DATA NETWORK
CA2706932	2706932	CA	SYSTEMS AND METHODS OF MAKING A CALL
US20100048191	12/538,687	US	SYSTEMS AND METHODS OF MAKING A CALL
WO2010019604	PCT/US09/053457	WO	SYSTEMS AND METHODS OF MAKING A CALL
EP2314085	EP9807186.3	EP	SYSTEMS AND METHODS OF MAKING A CALL
JP2012500518	2010-537919	JP	SYSTEMS AND METHODS OF MAKING A CALL
CA2739187		CA	SYSTEMS AND METHODS OF MAKING A CALL
EP1779255	EP5805070.9	EP	SYSTEM AND METHOD FOR SHARING AN IP ADDRESS