

03-13-2002



Form PTO-1595
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102014339

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Mary Ann Cogliano

2.25.02

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

2. Name and address of receiving party(ies)

Name: LEAPFROG ENTERPRISES, INC.

Internal Address: _____

Street Address: 6401 Hollis Street, Suite 150

City: Emeryville State: CA Zip: 94608

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: 01/03/02

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 09/881,801

B. Patent No.(s) 6,074,212;
6,247,934 B1; and D 413,355

Additional numbers attached? Yes No

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

Name: Pepi Ross

Internal Address: Director of Legal Affairs

Street Address: LEAPFROG ENTERPRISES, INC.

6401 Hollis Street, Suite 150

City: Emeryville State: CA Zip: 94608

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41).....\$ 160.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501483

DO NOT USE THIS SPACE

9. Signature.

PEPI ROSS, Reg. No. 35,339
Name of Person Signing

[Signature]
Signature

February 13, 2002
Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

03/12/2002 6TOM11 00000225 501483 09881801
01 FC:581 160.00 CH

PATENT
REEL: 012641 FRAME: 0853

ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

WHEREAS, Mary Ann Cogliano, an individual currently residing in Loomis, California ("ASSIGNOR") owns all right, title and interest in and to certain new and useful improvements described and set forth in the applications for United States Patents, any invention(s) claimed or disclosed therein, and any United States Patents issued thereon, as identified below:

Title	Application No.	Filing Date	Patent No.	Issue Date
Sequence Learning Toy	09/247,622	Feb. 10, 1999	6,074,212	June 13, 2000
Sequence Learning Toy	09/592,581	June 12, 2000	6,247,934 B1	June 19, 2001
Sequence Learning Toy	29/100,396	Feb. 10, 1999	D413,355	Aug. 31, 1999
Sequence Learning Toy	09/881,801	June 18, 2001	N/A	N/A

WHEREAS, LeapFrog Enterprises, Inc., a Delaware corporation with its principal place of business located in Emeryville, California ("ASSIGNEE") desires to own ASSIGNOR's entire right, title and interest in and to said invention(s), in all countries throughout the world, and in and to the above-identified United States Patents and applications therefor;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby:

- 1) Sells, assigns, transfers, and sets over to ASSIGNEE, its lawful successors and assigns, ASSIGNOR's entire right, title, and interest in and to said United States Patents and applications therefor, the improvement(s) and invention(s) claimed and disclosed therein, any other patent application(s) directed to the invention(s) pending or issued in all countries throughout the world, and all United States Patents that may be granted thereon, and all reissues, reexaminations, divisions, continuations, continuations-in-part, and extensions thereof; and all rights to claim priority on the basis of such applications, and all applications for Patents that may be filed for the invention(s) in any foreign country and all Patents that may be granted on the invention(s) in any foreign country, and all extensions, renewals, and reissues thereof;
- 2) Authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue Patents on applications as described above, to issue all Patents resulting from said application(s) or any division(s), continuation(s), substitute(s), continuation(s)-in-part, re-examination(s) or reissue(s) thereof to ASSIGNEE, its successors and assigns, in accordance with the terms of this Assignment;

12270750.2

- 3) Covenants and agrees that ASSIGNOR, as well as her employees, agents or representatives, if any, will, without further consideration, communicate with ASSIGNEE, its successors and assigns, any facts known to ASSIGNOR and her employees, agents and representatives respecting the above-identified invention(s) and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the invention(s) in said ASSIGNEE, its successors and assigns, execute all divisional(s), continuation(s), continuation(s)-in-part, re-examination(s) and reissue application(s), make all rightful oaths, testify in any legal proceeding, and generally do everything that may be necessary, desirable or convenient to aid ASSIGNEE, its successors and assigns, to obtain and enforce proper patent protection for the invention(s) in the United States and any foreign country, including any infringement actions or other legal proceedings related thereto, it being understood that any reasonable expense incident to the execution of such papers shall be borne by ASSIGNEE, its successors and assigns;
- 4) Consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of ASSIGNEE or its nominee to claim the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it;
- 5) Agrees that the terms, covenants and conditions of this Assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns and other legal representative(s), and shall be binding upon the inventor(s), as well as the inventor's heirs, legal representatives and assigns; and
- 6) Warrants, represents and covenants that (a) the rights and property herein conveyed are free and clear of any encumbrance(s); (b) ASSIGNOR has the full right to convey the interest assigned by this Assignment, (c) ASSIGNOR will take all action and execute all documents necessary to perfect the interest assigned hereby, and (d) ASSIGNOR has not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment on the dates set forth below.

MARY ANN COGLIANO

LEAPFROG ENTERPRISES, INC.

By Mary Ann Cogliano
Mary Ann Cogliano

By _____
Michael Wood
Its: President

Date 1.3.02

Date _____

12270750.2

- 3) Covenants and agrees that ASSIGNOR, as well as her employees, agents or representatives, if any, will, without further consideration, communicate with ASSIGNEE, its successors and assigns, any facts known to ASSIGNOR and her employees, agents and representatives respecting the above-identified invention(s) and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the invention(s) in said ASSIGNEE, its successors and assigns, execute all divisional(s), continuation(s), continuation(s)-in-part, re-examination(s) and reissue application(s), make all rightful oaths, testify in any legal proceeding, and generally do everything that may be necessary, desirable or convenient to aid ASSIGNEE, its successors and assigns, to obtain and enforce proper patent protection for the invention(s) in the United States and any foreign country, including any infringement actions or other legal proceedings related thereto, it being understood that any reasonable expense incident to the execution of such papers shall be borne by ASSIGNEE, its successors and assigns;
- 4) Consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of ASSIGNEE or its nominee to claim the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it;
- 5) Agrees that the terms, covenants and conditions of this Assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns and other legal representative(s), and shall be binding upon the inventor(s), as well as the inventor's heirs, legal representatives and assigns; and
- 6) Warrants, represents and covenants that (a) the rights and property herein conveyed are free and clear of any encumbrance(s); (b) ASSIGNOR has the full right to convey the interest assigned by this Assignment, (c) ASSIGNOR will take all action and execute all documents necessary to perfect the interest assigned hereby, and (d) ASSIGNOR has not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment on the dates set forth below.

MARY ANN COGLIANO

LEAPFROG ENTERPRISES, INC.

By _____
Mary Ann Cogliano

By Michael Wood
Michael Wood
Its: President

Date _____

Date 2/2/02

12270750.2

PATENT

RECORDED: 02/25/2002

REEL: 012641 FRAME: 0856