OP \$40.00 11637

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Matthew Morgan Wisdom	03/12/2007
Andrew Bell Wisdom	03/12/2007
Brian John Gaffney	03/19/2007
Matthew Wayne Hales	03/13/2007
Daniel Joseph Salas	04/07/2007
Timothy Lowell Soslow	03/12/2007
James Harrington Reily	03/12/2007
Christopher Patrick Phillips	03/12/2007
Michael S. Lee	02/14/2007

RECEIVING PARTY DATA

Name:	Turbo Squid, Inc.
Street Address:	400 Poydras Street, Suite 1500
City:	New Orleans
State/Country:	LOUISIANA
Postal Code:	70130

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11637901

CORRESPONDENCE DATA

Fax Number: (919)510-6141

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (202) 508-5800

Email: jpaolellabald@kilpatrickstockton.com

Correspondent Name: Dawn-Marie Bey, Kilpatrick Stockton LLP

Address Line 1: 607 14th Street, N.W., Suite 900

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

PATENT

REEL: 019190 FRAME: 0597

500262228

TS0001-CIP
Dawn-Marie Bey

WHEREAS, Matthew Morgan WISDOM, Andrew Bell WISDOM, Brian John GAFFNEY, Matthew Wayne HALES, Daniel Joseph SALAS, Timothy Lowell SOSLOW, James Harrington REILY, Christopher Patrick PHILLIPS, Michael S. LEE, and Nathan SOLOMON (referred to as "ASSIGNOR") have invented certain new and useful improvements in an invention METHODS FOR PROMOTING THE DEVELOPMENT AND SHARING OF CONTENT AND A DYNAMICALLY MODIFIED COMPUTER GAME,

\boxtimes	for which a utility application for a United States Patent was filed with the
	United States Patent and Trademark Office on <u>December 13, 2006</u> ,
	Serial Number <u>11/637,901</u> ;
	for which a utility application for a United States Patent is being submitted to the United States Patent and Trademark Office herewith; and

WHEREAS, <u>TURBO SQUID, INC.</u>, having an office at 400 Poydras Street, Suite 1500, New Orleans, Louisiana 70130 (hereinafter referred to as the "ASSIGNEE"), is desirous of acquiring the entire right, title and interest in and to said invention, and in and to said application and any Letters Patent that may issue thereon;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell and transfer to said ASSIGNEE, and to ASSIGNEE'S successors and assigns, ASSIGNORS' entire right, title and interest in and to said invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any patent application claiming priority to the application, or any continuation, division, continuation-in-part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term of terms for which the same may be granted; and authorize and request the Commissioner of Patents of the United States and any official of any foreign country whose duty it is to issue patents or legal

Serial No. 11/637,901

2

Docket No. TS0001-CIP

equivalents thereto, to issue same for this invention to ASSIGNEE, its lawful successors and assigns.

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I/We have hereunto set hand and signed on the date indicated below:

SIGNATURE(S)

The signature(s) must correspond with the name(s) of the inventor(s) above.

INVENTOR(S)	DATE SIGNED
Matthew Morgan WISDOM	3/12/2007
Andrew Bell WISDOM	3-12-07
Brian John GAFFNEY	
Matthew Wayne HALES	

Daniel Joseph SALAS 6) 3/12/207 Timothy Lowell SOSLOW 7) James Harringfor REILY 8) Christopher Patrick PHILLIPS 9) Michael S. LEE	Serial No. 11/637,901	3	Docket No. TS0001-CIP
7) James Harringfon REILLY 8) Christopher Patrick PHILLIPS Michael S. LEE			
James Harrington REILX 8) Christopher Patrick PHILLIPS 9) Michael S. LEE	6) La		3/12/2007
9) Michael S. LEE 10)			3/12/07
Michael S. LEE			3/12/7
Nathan SOLOMON	10)Nathan SOLOMON		

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3/19/07

Seria	l No. 11/637,901	3	Docket No. TS0001-CIP
5)	Daniel Joseph SALAS		
6)	Timothy Lowell SOSLOW		
7)	James Harrington REILY		
8)	Christopher Patrick PHILLIPS		
9)	Michael S. LEE		
10)	Nathan SOLOMON		
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INVENTOR(S)	DATE SIGNED
Matthew Morgan WISDOM	
Andrew Bell WISDOM	
Brian John GAFFNEY	
Matthew Wayne HALES	March 13, 2007

WHEREAS, Matthew Morgan WISDOM, Andrew Bell WISDOM, Brian John GAFFNEY, Matthew Wayne HALES, Daniel Joseph SALAS, Timothy Lowell SOSLOW, James Harrington REILY, Christopher Patrick PHILLIPS, Michael S. LEE, and Nathan SOLOMON (referred to as "ASSIGNOR") have invented certain new and useful improvements in an invention METHODS FOR PROMOTING THE DEVELOPMENT AND SHARING OF CONTENT AND A DYNAMICALLY MODIFIED COMPUTER GAME,

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INVENTOR(S)	<u>DATE SIGNED</u>
Matthew Morgan WISDOM	,
Andrew Bell WISDOM	
V.	
Brian John GAFFNEY	
Matthew Wayne HALES	

rial No. 11/637,901	3	Docket No. TS0001-CI
Daniel Joseph SALAS		4/7/07
Timothy Lowell SOSLOW	_	
James Harrington REILY		
Christopher Patrick PHILLIPS	_	
Michael S. LEE	_	
Nathan SOLOMON	_	

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Matthew Morgan WISDOM	
Andrew Bell WISDOM	
X,'	
Brian John GAFFNEY	
Matthew Wayne HALES	

ial No. 11/637,901	3	Docket No. TS0001-C
Daniel Joseph SALAS		
Damer voseph of the to		
Timothy Lowell SOSLOW		
James Harrington REILY		
Christopher Patrick PHILLIPS		
Michael S. LEE	<u></u>	2/14/07
Nathan SOLOMON		

RECORDED: 04/20/2007