PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Joyann Elaine Willis	04/20/2007

RECEIVING PARTY DATA

Name:	Bouncing Brain Productions Season Two Subsidiary 16, LLC
Street Address:	520 Elliot Street
Internal Address:	Suite 200
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6883180

CORRESPONDENCE DATA

Fax Number: (877)248-5100

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

Phone: 704 248 6153

Email: uspto@ti-law.com

Correspondent Name: Allyn Rhodes

Address Line 1: P.O. Box 471581

Address Line 4: Charlotte, NORTH CAROLINA 28247

ATTORNEY DOCKET NUMBER: 1704.162.02

NAME OF SUBMITTER: Allyn B. Rhodes

Total Attachments: 3

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ASSIGNMENT OF INVENTION RIGHTS FOR RECORDATION AT USPTO

WHEREAS, JOYANN ELAINE WILLIS (hereinafter "ASSIGNOR"), currently is the owner of, all right, title, and interest in, to, and under U.S. Patent No. 6,883,180 ("PATENT PROPERTY") and the inventions disclosed therein ("INVENTION");

WHEREAS, BOUNCING BRAIN PRODUCTIONS SEASON TWO SUBSIDIARY 16, LLC, 520 Elliot Street, Suite 200, Charlotte, NC 28202 ("ASSIGNEE"), is desirous of acquiring the entire right, title and interest in, to, and under the INVENTION and the PATENT PROPERTY, and in, to, and under any and all patents that may be obtained for the INVENTION, together with all rights corresponding thereto; and

WHEREAS, ASSIGNOR and ASSIGNEE are parties to that certain agreement titled "ANNUITY AND ASSIGNMENT AGREEMENT" dated the 24th of April, 2007;

NOW, THEREFORE, to all whom it may concern, be it known that, for good and valuable consideration as set forth in the ANNUITY AND ASSIGNMENT AGREEMENT, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto ASSIGNEE any and all right, title, and interest in, to and under

- □ The INVENTION and the PATENT PROPERTY:
- Any and all other applications for patent for the INVENTION that may or have been filed in any and all countries, including any patent application from which priority is claimed;
- Any and all patents that may be obtained for the INVENTION in any and all countries;
- Any reissue, reexamination, extension, renewal, substitution, conversion, confirmation, division, continuation, nonprovisional, continuation-in-part and the like of any of the foregoing; and
- Any past or present right or cause of action arising with respect to any of the foregoing, including the right to sue for patent infringement;

(hereinafter collectively "INVENTION RIGHTS").

FURTHERMORE,

ASSIGNOR hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with ASSIGNEE, at ASSIGNEE'S expense, in the preparation and prosecution of any application included within the INVENTION RIGHTS and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the INVENTION RIGHTS and, further, to execute and deliver to ASSIGNEE any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by ASSIGNEE for the purpose of implementing this AGREEMENT.

ASSIGNOR hereby authorizes and empowers ASSIGNEE to invoke and claim for any application or patent included within the INVENTION RIGHTS the benefit of any rights to which ASSIGNOR might be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from ASSIGNOR.

ASSIGNOR hereby consents and agrees that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and, more particularly, in proof of the right of ASSIGNEE to claim the aforesaid benefit of the right of priority.

ASSIGNOR covenants and agrees that this ASSIGNMENT and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of ASSIGNEE, without further written or oral authorization from ASSIGNOR.

ASSIGNOR further hereby represents and warrants that ASSIGNOR is an original inventor of any INVENTION for which ASSIGNOR purports to be an inventor; and ASSIGNOR has reviewed and understood the contents of the any currently existing patent or patent application of the INVENTION RIGHTS.

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Finally, ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States Patent and Trademark Office to issue any patent included within the INVENTION RIGHTS to ASSIGNEE.

This the Apr. C day of 20, 2007.
Jaden New Attle (Assignor)
Witness #1 Signature Witness #2 Signature Witness #2 Signature
Witness #1 Name (print) Witness #2 Name (print) Witness #2 Name (print)
Witness #1 Address Line 1 Witness #2 Address Line 1 Witness #2 Address Line 1
Witness #1 Address Line 2 Witness #2 Address Line 2 Witness #2 Address Line 2
NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT State of Q (i f QRN i A
County of PCRAMENTO
United States of America On this 20 th day of April , 200 7
I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:
JOYANN E /ZiNE ////////////////////////////////////
Printed Name: Authie A: Stribling
My Commission Expires: //- 6 -200 9 (Notary Seal)
RUTHE A. STRIBLING Commission # 1611962 Notary Public - California Socramento County My Comm. Expires Nov 6, 2009

ACCEPTANCE BY ASSIGNEE

The Assignee hereby accepts the assignment of the invention and application as set forth above.
This the day of, 2007.
BOUNCING BRAIN PRODUCTIONS SEASON TWO SUBSIDIARY 16, LLC (Assignee)
By Its Manager: Bouncing Brain Innovations Season Two, LLC
By: (Signature) Louis Forcinan, Vice President
Witness #1 Signature Witness #2 Signature
Witness #1 Name (print) Ka Dana Patel Witness #2 Name (print)
Witness #1 Address Line 1 2400 014 Strine Road #601 Witness #2 Address Line 1
Witness #1 Address Line 2 Charlotte NC 78209 Witness #2 Address Line 2
NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT
State of North Carolina
State of North Carolina County of Mecklenberg,
United States of America
On this day of day of, 2007. I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:
Louis Foreman (person appearing before notary)
Notary Signature: Marquerite Moring
My Christian Express Oct. 12, 2011

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PATENT REEL: 019304 FRAME: 0843