

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Joseph William Simmons</td> <td>04/12/2007</td> </tr> <tr> <td>Randall Wade Hatfield</td> <td>04/12/2007</td> </tr> </tbody> </table>		Name	Execution Date	Joseph William Simmons	04/12/2007	Randall Wade Hatfield	04/12/2007
Name	Execution Date						
Joseph William Simmons	04/12/2007						
Randall Wade Hatfield	04/12/2007						
RECEIVING PARTY DATA							
Name:	BOUNCING BRAIN INNOVATIONS SEASON TWO SUBSIDIARY 6, LLC						
Street Address:	520 Elliot Street						
Internal Address:	Suite 200						
City:	Charlotte						
State/Country:	NORTH CAROLINA						
Postal Code:	28202						
PROPERTY NUMBERS Total: 2							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>7230181</td> </tr> <tr> <td>Application Number:</td> <td>11761343</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	7230181	Application Number:	11761343
Property Type	Number						
Patent Number:	7230181						
Application Number:	11761343						
CORRESPONDENCE DATA							
Fax Number:	(877)248-5100						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone:	(704) 248-6155						
Email:	uspto@ti-law.com						
Correspondent Name:	James D. Wright						
Address Line 1:	P.O. Box 471581						
Address Line 4:	Charlotte, NORTH CAROLINA 28247						
ATTORNEY DOCKET NUMBER:	1704.062.01						
NAME OF SUBMITTER:	James D. Wright						

OP \$80.00 7230181

Total Attachments: 6

500312779

**PATENT
 REEL: 019541 FRAME: 0476**

source=2007-07-02 1704.062.01 Combined Assignment of Invention Rights#page1.tif
source=2007-07-02 1704.062.01 Combined Assignment of Invention Rights#page2.tif
source=2007-07-02 1704.062.01 Combined Assignment of Invention Rights#page3.tif
source=2007-07-02 1704.062.01 Combined Assignment of Invention Rights#page4.tif
source=2007-07-02 1704.062.01 Combined Assignment of Invention Rights#page5.tif
source=2007-07-02 1704.062.01 Combined Assignment of Invention Rights#page6.tif

ASSIGNMENT OF INVENTION RIGHTS FOR RECORDATION AT USPTO

WHEREAS, JOSEPH WILLIAM SIMMONS and RANDALL WADE HATFIELD (hereinafter "ASSIGNOR"), are the inventors for U.S. Patent Application Serial No. 11/088,170 ("PATENT PROPERTY") and the inventions disclosed therein ("INVENTION");

WHEREAS, BOUNCING BRAIN ^{US} ~~PRODUCTIONS~~ ^{INNOVATIONS} SEASON TWO SUBSIDIARY 6, 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.

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 12th day of April, 2007.

Joseph William Simmons (Assignor)
JOSEPH WILLIAM SIMMONS

Emily A. Gibson
Witness #1 Signature

Emily A. Gibson
Witness #1 Name (print)

1822 S. Glenburnie
Witness #1 Address Line 1

New Bern, NC 28562
Witness #1 Address Line 2

Tina L. Adkins
Witness #2 Signature

Tina L. Adkins
Witness #2 Name (print)

1822 S. Glenburnie Rd
Witness #2 Address Line 1

New Bern, NC 28562
Witness #2 Address Line 2

NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT

State of NORTH CAROLINA)

County of CRAVEN)

United States of America

On this 12 day of APRIL, 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:

JOSEPH WILLIAM SIMMONS (person appearing before notary)

Notary Signature: Heather K Power

Printed Name: HEATHER K POWER

My Commission Expires: 9/10/11
(Notary Seal)

NOTARY PUBLIC
CRAVEN COUNTY
NORTH CAROLINA
HEATHER K. POWER
My Commission expires 9/10/11

ACCEPTANCE BY ASSIGNEE

The Assignee hereby accepts the assignment of the invention and application as set forth above.

This the 3rd day of May, 2007.

^{INNOVATIONS}
~~PRODUCTIONS~~
BOUNCING BRAIN SEASON TWO SUBSIDIARY 6, LLC (Assignee)

By Its Manager: Bouncing Brain Innovations Season Two, LLC

By: [Signature] (Signature)
Louis Foreman, Vice President

ah
Witness #1 Signature
ANDREEA MERLICSKA
Witness #1 Name (print)
7506 Claiborne Woods Rd
Witness #1 Address Line 1
Charlotte NC 28216
Witness #1 Address Line 2

Meredith A. Beck
Witness #2 Signature
Meredith A. Beck
Witness #2 Name (print)
4632 D Colony Rd
Witness #2 Address Line 1
Charlotte NC 28226
Witness #2 Address Line 2

NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT

State of North Carolina

County of Mecklenburg

United States of America

On this 3rd day of May, 2007

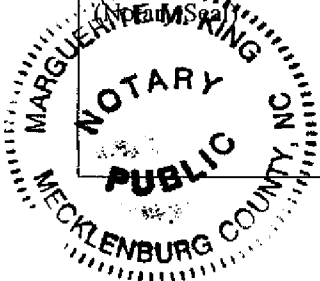
I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Louis Foreman (person appearing before notary)

Notary Signature: Marguerite M. King

Printed Name: Marguerite M. King

My Commission Expires: October 12, 2011



ASSIGNMENT OF INVENTION RIGHTS FOR RECORDATION AT USPTO

WHEREAS, JOSEPH WILLIAM SIMMONS and RANDALL WADE HATFIELD (hereinafter "ASSIGNOR"), are the inventors for U.S. Patent Application Serial No. 11/088,170 ("PATENT PROPERTY") and the inventions disclosed therein ("INVENTION");

WHEREAS, BOUNCING BRAIN ^{INNOVATIONS' PART.} PRODUCTIONS SEASON TWO SUBSIDIARY 6, 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 any currently existing patent or patent application of the INVENTION RIGHTS.

JUL 02 2007

APRIL 12 2007

This the 4-12-07 day of _____, 2007.

Randall Wade Hatfield (Assignor)
RANDALL WADE HATFIELD

Witness #1 Signature

Witness #1 Name (print)

Witness #1 Address Line 1

Witness #1 Address Line 2

Witness #2 Signature

Witness #2 Name (print)

Witness #2 Address Line 1

Witness #2 Address Line 2

5580 E 2nd St. #211 L.B 90803

5580 E 2nd St. #211, LONG BEACH, CA 90803

NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT

State of California

County of Los Angeles

United States of America

On this 12 day of April 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:

Randall Wade Hatfield (person appearing before notary)

Notary Signature Marilee R Lashmett

Printed Name: Marilee R LASHMETT

My Commission Expires: Apr 29 2009
(Notary Seal)



ACCEPTANCE BY ASSIGNEE

The Assignee hereby accepts the assignment of the invention and application as set forth above.

This the 3rd day of May, 2007.

INNOVATIONS PkA
BOUNCING BRAIN PRODUCTIONS SEASON TWO SUBSIDIARY 6, LLC (Assignee)

By Its Manager: Bouncing Brain Innovations Season Two, LLC

By: [Signature] (Signature)
Louis Foreman, Vice President

ah
Witness #1 Signature

ANDREEA HERLICSKA
Witness #1 Name (print)

7506 Clairborne Woods Rd
Witness #1 Address Line 1

Charlotte NC 28216
Witness #1 Address Line 2

Meredith A. Beck
Witness #2 Signature

Meredith A. Beck
Witness #2 Name (print)

4632 D Colony Rd
Witness #2 Address Line 1

Charlotte NC 28226
Witness #2 Address Line 2

NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT

State of North Carolina

County of Mecklenberg

United States of America

On this 3rd day of May, 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: Marguerite M. King

Printed Name: Marguerite M. King

My Commission Expires: October 12, 2011

