

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	ASSIGNMENT																
CONVEYING PARTY DATA																	
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Christopher Heatherly</td> <td>01/12/2011</td> </tr> <tr> <td>Kenlip Ong</td> <td>01/10/2011</td> </tr> <tr> <td>Jordan Bach</td> <td>11/13/2010</td> </tr> <tr> <td>Leah Osterman</td> <td>11/12/2010</td> </tr> <tr> <td>Scott Traylor</td> <td>11/10/2010</td> </tr> <tr> <td>Liane Czirjak</td> <td>11/17/2010</td> </tr> <tr> <td>Christine Donadio</td> <td>11/15/2010</td> </tr> </tbody> </table>		Name	Execution Date	Christopher Heatherly	01/12/2011	Kenlip Ong	01/10/2011	Jordan Bach	11/13/2010	Leah Osterman	11/12/2010	Scott Traylor	11/10/2010	Liane Czirjak	11/17/2010	Christine Donadio	11/15/2010
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Christine Donadio	11/15/2010																
RECEIVING PARTY DATA																	
Name:	Disney Enterprises, Inc.																
Street Address:	500 S. Buena Vista Street																
City:	Burbank																
State/Country:	CALIFORNIA																
Postal Code:	91521																
PROPERTY NUMBERS Total: 1																	
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12895753</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12895753												
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CORRESPONDENCE DATA																	
Fax Number:	(412)741-9292																
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																	
Phone:	412-741-8400																
Email:	jhayes@ferencelaw.com																
Correspondent Name:	Ference & Associates LLC																
Address Line 1:	409 Broad Street																
Address Line 4:	Pittsburgh, PENNSYLVANIA 15143																
ATTORNEY DOCKET NUMBER:	820.049																

OP \$40.00 12895753

501407661

**PATENT
 REEL: 025647 FRAME: 0463**

NAME OF SUBMITTER:

Stanley D. Ference III

Total Attachments: 18

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ASSIGNMENT

WHEREAS, I/WE:

INVENTOR NAME	INVENTOR RESIDENCE
(1) Christopher Heatherly	Monrovia, California
(2) Kenlip Ong	Burbank, California
(3) Scott Traylor	Needham, Massachusetts
(4) Christine Donadio	Providence, Rhode Island
(5) Liane Czirjak	Cumberland, Rhode Island
(6) Leah Osterman	Carlisle, Massachusetts
(7) Jordan Bach	Arlington, Massachusetts

have invented certain new and useful improvements disclosed in an application for United States Patent titled **INTERACTIVE TOY WITH EMBEDDED VISION SYSTEM**

and identified by Docket No. 820.049 in the offices of Ference & Associates LLC, located at 409 Broad Street, Pittsburgh, Pennsylvania, and

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NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I/WE have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to Assignee the entire right, title, and interest in and to said improvements, and said application and all divisions, substitutions, continuations and continuations-in-part thereof, and all United States Patents which may be granted thereon and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, inventor(s) certificates, and the like), heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all extensions, renewals, and reissues thereof) granted for said improvements in any foreign countries; and I/WE hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to Assignee in accordance with the terms of this assignment.

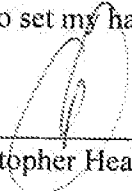
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I hereunto set my hand this 12th day of January, 2010.



(1) Christopher Heatherly

I hereunto set my hand this _____ day of _____, 2010.

(2) Kenlip Ong

I hereunto set my hand this _____ day of _____, 2010.

(3) Scott Traylor

I hereunto set my hand this _____ day of _____, 2010.

(4) Christine Donadio

I hereunto set my hand this _____ day of _____, 2010.

(5) Lian Czirjak

I hereunto set my hand this _____ day of _____, 2010.

(6) Leah Osterman

I hereunto set my hand this _____ day of _____, 2010.

(7) Jordan Bach

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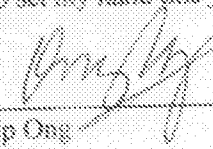
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(1) Christopher Heatherly

I hereunto set my hand this 10th day of January, 2010.



(2) Kenlip Ong

I hereunto set my hand this _____ day of _____, 2010.

(3) Scott Traylor

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(4) Christine Donadio

I hereunto set my hand this _____ day of _____, 2010.

(5) Lian Czirjak

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(7) Jordan Bach

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(4) Christine Donadio

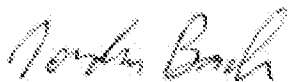
I hereunto set my hand this _____ day of _____, 2010.

(5) Lian Czirjak

I hereunto set my hand this _____ day of _____, 2010.

(6) Leah Osterman

I hereunto set my hand this 13th day of November, 2010.



(7) Jordan Bach

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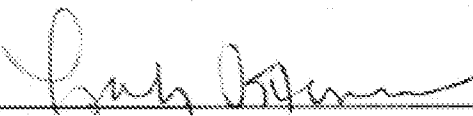
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(4) Christine Donadio

I hereunto set my hand this _____ day of _____, 2010.

(5) Lian Czirjak

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(6) Leah Osterman

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(7) Jordan Bach

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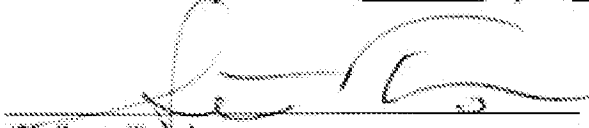
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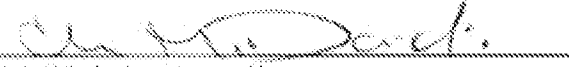
(2) Kenlip Ong

I hereunto set my hand this 10 day of NOVEMBER, 2010.



(3) Scott Traylor

I hereunto set my hand this 15 day of November, 2010.



(4) Christine Donadio

I hereunto set my hand this _____ day of _____, 2010.

(5) Lian Czizjak

I hereunto set my hand this _____ day of _____, 2010.

(6) Leah Osterman

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(7) Jordan Bach

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I hereunto set my hand this _____ day of _____, 2010.

(3) Scott Traylor

I hereunto set my hand this _____ day of _____, 2010.

(4) Christine Donadio

I hereunto set my hand this 17 day of November, 2010.



(5) Lian Czirjak

I hereunto set my hand this _____ day of _____, 2010.

(6) Leah Osterman

I hereunto set my hand this _____ day of _____, 2010.

(7) Jordan Bach