

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>Grainne Kelly</td> <td>09/01/2011</td> </tr> </tbody> </table>		Name	Execution Date	Grainne Kelly	09/01/2011
Name	Execution Date				
Grainne Kelly	09/01/2011				
RECEIVING PARTY DATA					
Name:	Emagination Limited				
Street Address:	B1 Rath Mor Centre				
Internal Address:	Bligh's Lane				
City:	Derry				
State/Country:	UNITED KINGDOM				
Postal Code:	BT48 0LZ				
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>29389247</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	29389247
Property Type	Number				
Application Number:	29389247				
CORRESPONDENCE DATA					
Fax Number:	6169755505				
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>					
Phone:	6169755500				
Email:	kendall@glbf.com				
Correspondent Name:	Gardner, Linn, Burkhardt & Flory, LLP				
Address Line 1:	SUITE 207				
Address Line 2:	2851 CHARLEVOIX DRIVE, S.E.				
Address Line 4:	GRAND RAPIDS, MICHIGAN 49546				
ATTORNEY DOCKET NUMBER:	KEL01 P198				
NAME OF SUBMITTER:	Matthew D. Kendall				
<p>Total Attachments: 7 source=Assignment#page1.tif source=Assignment#page2.tif</p>					

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DATED 1 SEPTEMBER 2011

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

between

GRAINNE KELLY

and

EMAGINATION LIMITED

THIS AGREEMENT is dated

2011

BETWEEN

GRAINNE KELLY of 31 Rosswater, Derry, BT47 6YR Northern Ireland (hereinafter called "the Assignor) of the one part

EMAGINATION LIMITED, a Northern Ireland company of B1 Rath Mor Centre, Bligh's Lane, Derry, BT48 0LZ, Northern Ireland (hereinafter called "the Assignee") of the other part

BACKGROUND

The Assignor has agreed to assign to the Assignee the intellectual property rights listed in the attached schedule on the terms set out in this assignment.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Assigned Rights: all the Intellectual Property Rights in and/or embodied in the Patents, Trade Marks and Registered Designs.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Patents: the patents and the applications, particulars of which are set out in the attached Schedule.

Registered Designs: the registered designs and the applications particulars of which are set out in the attached Schedule.

Trade Marks: the registered trade marks and the applications particulars of which are set out in the attached Schedule.

1.2 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.

1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no

such amendment, extension or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.

- 1.4 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2. **ASSIGNMENT**

In consideration of the sum of £1.00 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents, Registered Designs and Trade Marks, including the right to the Assignee to apply for and obtain a Patent and/or a Registered Design and/or Registered Trade Mark, therefor in its own name, or in the name of its nominee, in any country in the World, together with all rights and benefits arising therefrom under the International Convention for the Protection of Industrial Property.;
- (b) all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this assignment.

3. **FURTHER ASSURANCE**

The Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, at the Assignee's cost, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

4. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

5. ENTIRE AGREEMENT

5.1 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

5.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.

5.3 Nothing in this clause shall limit or exclude any liability for fraud.

6. SEVERANCE

6.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

6.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

7. THIRD PARTY RIGHTS

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

8. NOTICES

8.1 Any notice required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice to the address set out of the beginning of this agreement or as otherwise specified by the relevant party by notice in writing to each other party.

- 8.2 Any notice shall be deemed to have been duly received:
- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
 - (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
 - (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

8.3 A notice required to be given under this agreement shall not be validly given if sent by e-mail.

8.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

9. GOVERNING LAW AND JURISDICTION

9.1 This assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Northern Ireland.

9.2 The parties irrevocably agree that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this assignment or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

SCHEDULE

Patents

Country/Territory	Application number	Publication number	Date filed	Title
United Kingdom	0905831.4	-	03/04/2009	Bubblebum Inflatable Booster Seat for Cars
United Kingdom	0910652.7	-	22/06/2009	Booster Cushion for use with a Vehicle Seat
International Patent Application	PCT/EP2010/001910	WO 2010/112175	23/03/2010	Booster Cushion for use with a Vehicle Seat

Registered Designs

Country/Territory	Application number	Registration number	Date filed	Registration Date	Title
Community	001776014	001776014	02/11/2010	02/11/2010	Inflatable Booster Cushion
Switzerland	2011-00262	137855	23/03/2011	09/05/2011	Inflatable Booster Cushion
USA	29/389,247	pending	08/04/2011	pending	Inflatable Booster Cushion

Registered Trade Marks

Country/Territory	Mark	Application No.	Registration No.	Date filed	Registration Date	Class
Community	BUBBLE BUM & Device	9394495	9394495	22/09/2010	01/03/2011	12,20
Community	BUBBLE BUM	8877474	8877474	11/02/2010	24/08/2010	12,20
Brazil	BUBBLE BUM & device	830954090	pending	11/03/2011	pending	12
Brazil	BUBBLE BUM & device	N/a	pending	25/04/2011	pending	20
USA	BUBBLE BUM	85-117,188	3954355	27/08/2010	03/05/2011	12,20
New Zealand	BUBBLEBUM	843114	pending	30/6/2011	pending	9,12, 20

IN WITNESS whereof the parties hereto have executed these presents the
day and year first herein written.

(a) Executed as a Deed by

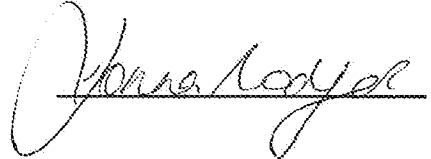
Grainne Kelly



in the presence of:

DONNA RODGERS

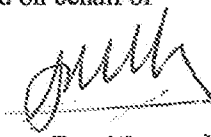
(witness name)



(witness signature)

(b) Executed as a Deed on behalf of

EMAGINATION LIMITED



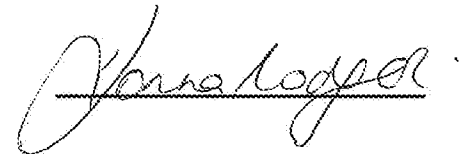
By: GRAINNE KELLY

Position: DIRECTOR

in the presence of:

DONNA RODGERS

(witness name)



(witness signature)