

PATENT ASSIGNMENT

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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>AYNUR ABDULNASYROV</td> <td>06/26/2013</td> </tr> <tr> <td>ALEXEY ODIN</td> <td>06/26/2013</td> </tr> <tr> <td>TARAS ZAGIBALOV</td> <td>06/26/2013</td> </tr> </tbody> </table>		Name	Execution Date	AYNUR ABDULNASYROV	06/26/2013	ALEXEY ODIN	06/26/2013	TARAS ZAGIBALOV	06/26/2013
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ALEXEY ODIN	06/26/2013								
TARAS ZAGIBALOV	06/26/2013								
RECEIVING PARTY DATA									
<table border="1"> <tr> <td>Name:</td> <td>LINGUALEO, INC.</td> </tr> <tr> <td>Street Address:</td> <td>Harneys Corporate Services Limited of Craigmuir Chambers, P.O. Box 71, Road Town</td> </tr> <tr> <td>City:</td> <td>Tortola</td> </tr> <tr> <td>State/Country:</td> <td>BRITISH VIRGIN ISLANDS</td> </tr> </table>		Name:	LINGUALEO, INC.	Street Address:	Harneys Corporate Services Limited of Craigmuir Chambers, P.O. Box 71, Road Town	City:	Tortola	State/Country:	BRITISH VIRGIN ISLANDS
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PROPERTY NUMBERS Total: 1									
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CORRESPONDENCE DATA									
Fax Number: 5052135750 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 202 293 1191 Email: george@bardmesserlaw.com Correspondent Name: George S. Bardmesser Address Line 1: 1025 Connecticut Avenue, N.W. Address Line 2: Suite 1000 Address Line 4: Washington, DISTRICT OF COLUMBIA 20006									
ATTORNEY DOCKET NUMBER:	2641.0010001								
NAME OF SUBMITTER:	GEORGE S. BARDMESSER								
Signature:	/GB/								
Date:	07/10/2013								
Total Attachments: 3 source=ASSIGNMENT#page1.tif source=ASSIGNMENT#page2.tif source=ASSIGNMENT#page3.tif									

OP \$40.00 13938989

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: **AYNUR ABDULNASYROV, ALEXEY ODIN and TARAS ZAGIBALOV**, hereby sell and assign to **LinguaLeo Inc.**, a corporation formed under the laws of British Virgin Islands, whose mailing address is Harneys Corporate Services Limited of Craigmiur Chambers, P.O. Box 71, Road Town, Tortola, British Virgin Islands (hereafter referred to as the Assignee), his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

(a) in the invention(s) known as **CROWD-SOURCED AUTOMATED VOCABULARY LEARNING SYSTEM** for which application(s) for patent in the United States of America was filed on _____ (also known as United States Application No. TBD), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventors agree to execute all papers necessary in connection with the application(s) and any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant George S. Bardmesser, Esq., Registration No. 44,020; all of BARDMESSER LAW GROUP, 1025 Connecticut Avenue, N.W., Suite 1000, Washington, DC 20006, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

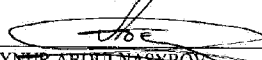
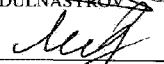
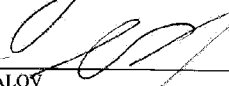
IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date: _____ Signature of Inventor: _____
AYNUR ABDULNASYROV

Date: _____ Signature of Inventor: _____
ALEXEY ODIN

Date: _____ Signature of Inventor: _____
TARAS ZAGIBALOV

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date: <u>26.06.2013</u>	Signature of Inventor: <u></u> AYNUR ABDULNASYROV
Date: <u>26.06.2013</u>	Signature of Inventor: <u></u> ALEXEY ODIN
Date: <u>26.06.2013</u>	Signature of Inventor: <u></u> TARAS ZAGIBALOV