

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Spooky Cool Labs LLC	06/18/2013
RECEIVING PARTY DATA	
Name:	Zynga Inc.
Street Address:	699 Eighth Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	61571298
Application Number:	13532774
Application Number:	61574356
Application Number:	13563729
Application Number:	61574747
Application Number:	13569174
Application Number:	61629015
CORRESPONDENCE DATA	
Fax Number:	4087496901
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	408 774-6906
Email:	kay.harlow@mpiplaw.com
Correspondent Name:	Albert S. Penilla
Address Line 1:	710 Lakeway Drive, Suite 200
Address Line 4:	Sunnyvale, CALIFORNIA 94085
ATTORNEY DOCKET NUMBER:	SCL_ZYNGA_ASSIGNMENT

CH \$280.00 61571298

PATENT

NAME OF SUBMITTER:	Albert S. Penilla, Esq.
Signature:	/Albert Penilla/
Date:	07/19/2013
<b>Total Attachments: 3</b> source=SCL_to_ZYNGA_Assignment_Efile#page1.tif source=SCL_to_ZYNGA_Assignment_Efile#page2.tif source=SCL_to_ZYNGA_Assignment_Efile#page3.tif	

## PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment") is made and entered into as of June 18, 2013 (the "Effective Date") by and between Spooky Cool Labs LLC, a Delaware limited liability company ("Assignor") and Zynga Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee, together with other parties, have entered into the Agreement and Plan of Merger, dated June 18, 2013 (the "Merger Agreement"); and

WHEREAS, upon and after completion of the Merger, the parties desire that Assignor transfer to Assignee all of the right, title and interest of Assignor in and to the patents and patent applications set forth on Attachment A attached hereto (the "Assigned IP"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, and for other good and valuable consideration, the parties agree as follows:

1. Transfer of Assigned IP. Assignor does hereby grant, bargain, sell, transfer, convey, assign, alienate, release and deliver to Assignee and its successors and assigns, and Assignee does hereby accept, all of Assignor's right, title and interest in and to the Assigned IP together with all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns.

3. Entire Agreement. This Assignment, and the Merger Agreement, reflect the entire understanding of the parties hereto relating to the sale, assignment, transfer, conveyance and delivery of the Assigned IP from Assignor to Assignee, and supersedes all prior agreements, understandings or letters of intent between or among the parties hereto regarding the subject matter of this Assignment and the Merger Agreement.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California (without giving effect to principles of conflicts of laws).

6. Counterparts. This Assignment may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Assignment (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Assignment.

*Remainder of page intentionally left blank*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

Spooky Cool Labs LLC

By: \_\_\_\_\_

Name:

*Joe Kaminkow*  
JOE KAMINKOW

Title:

*CEO*  
CEO

ASSIGNEE:

Zynga Inc.

By: \_\_\_\_\_

Name:

*Reginald D. Davis*  
Reginald D. Davis  
Secretary, General Counsel

Title:

Zynga Inc.

Attachment A

Patents and Patent Applications

Title	Patent No./App. No.
Method of Operating an Online Game Using Consolidated Game Objects	61/571,298
Method of Operating an Online Game Using Consolidated Game Objects	13/532,774
Method of Operating an Online Game Using a Globe Shaped Controller	61/574,356
Method of Operating an Online Game Using a Globe Shaped Controller	13/563,729
Method of Operating an Online Game Using a Globe Shaped Controller	61/574,747
Method of Operating an Online Game Using Terraformed Game Spaces	13/569,174
Method of Operating an Online Game Using Player Created Content	61/629,015