## 502678904 02/12/2014

## PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE:   |                  |        | NEW ASSIGNMENT |                |  |
| NATURE OF CONVEYANCE:  |                  |        | ASSIGNMENT     |                |  |
| CONVEYING PARTY DATA   |                  |        |                |                |  |
|  |                  |        |                |                |  |
|  |                  |        | lame           | Execution Date |  |
| SUMIT GUPTA 02/10/2014   |                  |        |                |                |  |
| RECEIVING PARTY DATA   |                  |        |                |                |  |
| Name:  | BITRHYMES, INC.  |        |                |                |  |
| Street Address:  | 1370 WILLOW ROAD |        |                |                |  |
| City:  | MENLO PARK       |        |                |                |  |
| State/Country:   | CALIFORNIA       |        |                |                |  |
| Postal Code:   | 94025            |        |                |                |  |
| PROPERTY NUMBERS Total: 1  |                  |        |                |                |  |
| Property Type  |                  | Number |                |                |  |
| Application Number: 140  |                  | 140838 | 083881         |                |  |
| CORRESPONDENCE DATA  |                  |        |                |                |  |
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| Correspondent Name: HOWARD & HOWARD ATTORNEYS PLLC   |                  |        |                |                |  |
| Address Line 1: 450 WEST FOURTH STREET  Address Line 4: ROYAL OAK, MICHIGAN 48067  |                  |        |                |                |  |
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| ATTORNEY DOCKET NUMBER:  |                  |        | 068510.00002   |                |  |
| NAME OF SUBMITTER:   |                  |        | JAMES R. YEE   |                |  |
| Signature:   |                  |        | /James R. Yee/ |                |  |
| Date:  |                  |        | 02/12/2014     |                |  |
| Total Attachments: 4 source=SumitAssignment#page1.tif source=SumitAssignment#page2.tif source=SumitAssignment#page3.tif source=SumitAssignment#page4.tif |                  |        |                |                |  |

PATENT REEL: 032209 FRAME: 0154

## PATENT ASSIGNMENT

This Patent Assignment ("Assignment") is entered into as of February 10, 2014 by and between BitRhymes, Inc., a Delaware Corporation (the "Assignee") having an address at 1370 Willow Road, Menlo Park CA 94025, and Sumit Gupta, an individual who resides at 5419 Buckner Terrace, Fremont, CA 94555 ("Assignor").

WHEREAS, the Assignor owns certain patents, patent applications and/or other patent rights, including, without limitation, those listed in Exhibit 1 of this Assignment; and

WHEREAS, Assignor and Assignee have entered into that certain Confidential Information and Invention Assignment Agreement dated March 6, 2009, assigning, among other things, all right, title and interest in and to certain patents from Assignor to Assignee;

NOW, THEREFORE, for good and valuable consideration given and received, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor and Assignee agree as follows:

The Assignor hereby:

- (A) irrevocably transfers, conveys and assigns to Assignee:
  - (1) the entire right, title and interest, everywhere in the world to:
    - (a) all patents and patent applications owned by the Assignor, including, without limitation, the issued patents and patent applications set forth in Exhibit 1, and any patents later granted on the patent applications set forth therein,
    - (b) any patent applications or patents claiming priority to the items in (a) (including, but not limited to, continuations, divisions, continuations-in-part, substitutes, reissues, reexaminations, extensions and renewals thereof, together with all priority rights and counterpart applications under any existing or future international patent conventions, agreements or treaties),
    - (c) any patent applications or patents to which any of the patents or patent applications in (a) or (b) claim priority and any foreign counterparts to any patents or patent applications in (a) or (b),
    - (d) any other rights in the inventions described or disclosed in any of the patents and patent applications in (a), (b) or (c)

(all of the foregoing in (A)(1), collectively, the "Assigned Patents");

- (2) all rights to causes of action and remedies related to the Assigned Patents, including without limitation the right to sue third parties for past, present or future infringement (including, but not limited to, damages and injunctive relief) of any of the Assigned Patents;
- (3) all rights to receive royalties with respect to the Assigned Patents; and

- (4) any and all other rights and interests arising out of, in connection with or in relation to the Assigned Patents;
- (B) agrees, without further compensation, upon request of Assignee (or its successors, assigns or legal representatives) to:
  - (1)execute any and all oaths, assignments, powers and any other papers;
  - (2)testify in any and all proceedings; and
  - (3) otherwise take any and all actions, and fully cooperate with Assignee;

in each case, as may be necessary or appropriate, in the opinion of Assignee, to convey, establish, evidence, maintain, defend and enforce Assignee's rights in the Assigned Patents or otherwise related to securing and enforcing Assignee's rights under this Assignment; and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name; and

(C) agrees to deliver to Assignce accurate copies of all material correspondence with counsel, in the Assignor's or its counsel's possession, relating to ownership, filing, prosecution, infringement, validity, or enforceability of, the Assigned Patents, to the extent such has not already been delivered.

BitRhymes, Inc.

Signature

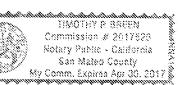
Name

Date

Notary Seal:

TIMOTHY P. BREEN Commission # 2017526 Notary Public - California San Mateo Caunty My Comm. Expires Apr 30, 2017

Notary Seal:



| ACKNOWLEDGMENT  |  |  |  |  |  |
|---|--|--|--|--|--|
| State of: California  |  |  |  |  |  |
| County of: San Mates  |  |  |  |  |  |
| On Fobsucry 10 2014, before me, Transthy P. Breen Witary Public (name and lite of the officer)  |  |  |  |  |  |
| personally appeared Sumt Gupta and Vikes Gupta  |  |  |  |  |  |
| who proved to me on the basis of satisfactory evidence to be the person (s) whose name(s).is/are subscribed to the within instrument and acknowledged to me that be/she/they executed the same in bis/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. |  |  |  |  |  |
| I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  |  |  |  |  |  |
| WITNESS my hand and official seal  TIMOTHY P. BREEN  Commission # 2017526  Notary Public - California  San Mateo County  My Comm. Expires Apr 36, 2817  |  |  |  |  |  |
| Signature of Notary Public (seal)   |  |  |  |  |  |

## EXHIBIT 1 - PATENTS AND PATENT APPLICATIONS

14/083,881 – SYSTEM AND METHOD FOR ALLOWING PLAYERS TO PLAY MATCHING GAMES HAVING SYMBOL GROUPS

14/083,903 – SYSTEM AND METHOD FOR ALLOWING PLAYERS TO PLAY MATCHING GAMES WITH CARD SYMBOLS

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PATENT REEL: 032209 FRAME: 0158

**RECORDED: 02/12/2014**