

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3358900

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	UBOOLY, INC.	03/10/2015
RECEIVING PARTY DATA		
Name:	SMART TOY HOLDINGS, LLC	
Street Address:	2711 CENTERVILLE ROAD	
Internal Address:	SUITE 400	
City:	WILMINGTON	
State/Country:	DELAWARE	
Postal Code:	19808	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Application Number:	13708316	
Application Number:	61568043	
Application Number:	61669027	
PCT Number:	US2012068511	
Application Number:	29427425	
CORRESPONDENCE DATA		
Fax Number:	(513)977-8141	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	513-977-8200	
Email:	elise.merkel@dinsmore.com	
Correspondent Name:	DINSMORE & SHOHL LLP	
Address Line 1:	255 E. 5TH STREET	
Address Line 2:	SUITE 1900	
Address Line 4:	CINCINNATI, OHIO 45202	
ATTORNEY DOCKET NUMBER:	79672-9	
NAME OF SUBMITTER:	CYNTHIA A. NEAL	
SIGNATURE:	/Cynthia A. Neal/	
DATE SIGNED:	05/19/2015	

Total Attachments: 6

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ASSIGNMENT OF PATENTS AND TRADEMARKS

This Assignment of Patents and Trademarks ("Assignment") is between Ubooly, Inc., a corporation of the state of Delaware, with an office at 791 Poppy Drive, Brighton, Colorado 80601 ("Assignor") and Smart Toy Holdings, LLC, a Delaware limited liability company, with a listed address of 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 ("Assignee").

WHEREAS, ASSIGNOR is the owner of all of the right, title and interest in and to the intellectual property including the patent filings and trademarks set forth in Schedules A-C attached hereto, as well as any other inventions, works, and/or filings derived from, claiming the benefit of, or otherwise related to the patent filings or trademarks set forth in Schedules A-C (collectively, the "IP") and all of the goodwill associated with the IP, and desires to assign, transfer and sell to ASSIGNEE the IP (including all patents and trademarks), all of the goodwill associated with the IP, and desires to assign, transfer and sell to ASSIGNEE the IP, all of the goodwill associated therewith and any portion of ASSIGNOR'S business connected to the IP; and

WHEREAS, ASSIGNEE is desirous of acquiring ASSIGNOR'S entire right, title and interest in and to the IP, all of the goodwill associated therewith and any portion of ASSIGNOR'S business connected with the IP.

NOW, THEREFORE, for (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, ASSIGNOR hereby assigns, transfers and sells to ASSIGNEE, its successors, and assigns, ASSIGNOR'S entire right, title and interest in and to the IP, including the goodwill associated therewith; any portion of ASSIGNOR'S business connected with the IP; any and all divisions, continuations, substitutions, renewals, re-examination, extension and reissues of the IP; any and all trademark, service mark and trade name registrations and applications therefore; any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the IP; all causes of action (in law and/or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution of the rights assigned to ASSIGNEE hereunder, and all rights, including the goodwill, corresponding thereto.

ASSIGNOR agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by ASSIGNEE or its successors or assigns.

ASSIGNOR hereby agrees that, upon request, ASSIGNOR will sign all papers, and make all rightful oaths, and do all acts which said ASSIGNEE, its successors or assigns, may consider necessary in connection with said IP.

WHEREFORE, ASSIGNOR has duly executed this Assignment on the date indicated below.

ASSIGNOR:

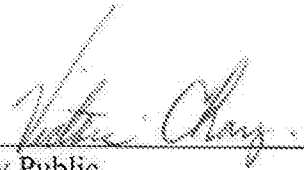
IN WITNESS WHEREOF, the ASSIGNOR has hereunto set his hand and seal as of the 10 day of March, 2015.

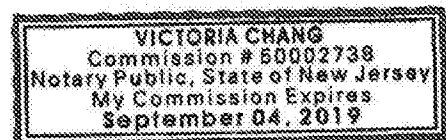
By: 

Witness:

State of New Jersey)
County of Hudson) ss

On this 10th day of March, 2015 before me a Notary Public in and for the above County and State, personally appeared the above named _____ personally known to me, and acknowledged the execution of the foregoing assignment as a free act and deed for the purpose herein set forth.


Notary Public



ASSIGNEE hereby accepts and receives this ASSIGNMENT.

ASSIGNEE:

IN WITNESS WHEREOF, the ASSIGNEE has hereunto set its hand as of the

10 day of March, 2015.

By: [Signature]

Print Name: Daniel Setton

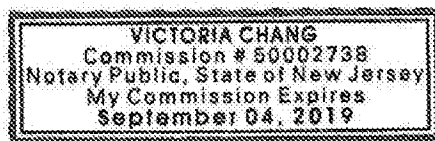
Title: CEO

Witness: Victoria Chang V. Chang

Print Name: VICTORIA CHANG

Address: 500 Plaza Drive 2nd Floor NJ 07094

Date: 3/10/15



SCHEDULE A
PATENT FILINGS

Registration No./ Serial No.	Title	Status
Serial No. 13/708316	Interactive Toy	Pending
Provisional No. 61/568,043	A Physical Children's Toy Which Uses Mobile Phones to Deliver Content	Converted/Expired
Provisional No. 61/669027	Interactive Toy and Associated Application	Converted/Expired
Serial No. PCT/US12/68511	Interactive Toy	Pending
Serial No. D29427425	Design for an Interactive Toy	Pending

SCHEDULE B
U.S. TRADEMARKS

Mark	Registration/Application No.
UBOOLY	Reg. No. 4,282,790
SMART TOY	Reg. No. 4,196,164

SCHEDULE C
FOREIGN TRADEMARKS

Country	Mark	Registration/Application No.
Canada	UBOOLY	Reg. No. 1607210
Madrid Protocol Filing	UBOOLY	Madrid Filing Int'l Reg. No. 1146265 Designated Countries: AU, CTM, JP, KR, NZ
Australia	UBOOLY	Int'l Reg. No. 1146265
CTM	UBOOLY	Int'l Reg. No. 1146265
Japan	UBOOLY	Int'l Reg. No. 1146265
Korea	UBOOLY	Int'l Reg. No. 114265
New Zealand	UBOOLY	Int'l Reg. No. 1146265
Japan	SMART TOY	Serial No. 2014-1471