

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3452250

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PT IRUNT LLC	07/23/2015
RECEIVING PARTY DATA	
Name:	ZUGWORKS, INC
Street Address:	SUITE 150, 4730 W. POST ROAD
City:	LAS VEGAS
State/Country:	NEVADA
Postal Code:	89118
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13109993
PCT Number:	US1238466
CORRESPONDENCE DATA	
Fax Number:	(702)256-6331
<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:	7027276717
Email:	CMASTERS@OUTLOOK.COM
Correspondent Name:	CONNIE R MASTERS
Address Line 1:	1781 VILLAGE CENTER CIRCLE, SUITE 120
Address Line 4:	LAS VEGAS, NEVADA 89134
ATTORNEY DOCKET NUMBER:	1121.0100
NAME OF SUBMITTER:	CONNIE R. MASTERS, REG. # 55432
SIGNATURE:	/Connie R. Masters/
DATE SIGNED:	07/23/2015
Total Attachments: 4	
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**ASSIGNMENT OF PATENT APPLICATIONS AND
INTELLECTUAL PROPERTY RIGHTS**

This agreement, dated as of the date appearing in the jurat below and effective as of September 8, 2014, is by and between PT iRunt LLC, a Nevada limited liability company with offices at Suite 150, 4730 W. Post Road, Las Vegas, NV 89118 ("Assignor") and Zugworks, Inc., a Delaware corporation with offices at Suite 150, 4730 W. Post Road, Las Vegas, NV 89118 ("Assignee").

WHEREAS, Assignor is the owner of intellectual property relating to learning and entertainment devices and systems and methods (the "Inventions");

WHEREAS, Assignor is the owner of a series of patent applications that were filed for the Inventions, as shown in Schedule A (the "Patent Applications");

WHEREAS, Assignor wishes to assign all of its right, title and interest in the Inventions and Patent Applications to Assignee;

WHEREAS, Assignee wishes to accept the assignment of all of Assignor's right, title and interest in the Inventions and Patent Applications;

NOW, THEREFORE, for good and valuable consideration set forth in the "Contribution Agreement" between the parties dated September 8, 2014, Assignor, by these presents, does sell, assign and transfer unto Assignee the full and exclusive right to the Inventions and Patent Applications in the United States, and the entire rights, title and interest in and to any and all patents which may be granted therefor

in the United States, including pursuant to the Patent Applications, which are expressly assigned by Assignor to Assignee hereunder.

Assignor hereby authorizes and requests the Director of the U.S. Patent & Trademark Office to issue any patent pursuant to the Inventions and the Patent Applications, and to transfer any provisional or non-provisional patent applications for same, to Assignee, including the entire right, title and interest in and to the same, for its sole use and behoof, and for the use and behoof of its successors and assigns, to the full end of the term for which any such patent may be granted, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made. This assignment expressly covers all continuation applications and new patent applications filed by Assignor in connection with the Inventions and the Patent Applications, at any time in the future.

A copy of this assignment agreement shall suffice to support the assignment to Assignee of any such continuation applications at the time they are filed with the United States Patent & Trademark Office. Notwithstanding, Assignor hereby agrees to execute such documents as shall be reasonably necessary to support the efforts of Assignee to file patent applications based on the Patent Applications or on the Inventions generally with the U.S. Patent & Trademark Office, and all continuation patent applications connected with same.

Assignor does further sell, assign and transfer unto Assignee the full and exclusive right to the Inventions throughout the world, including pursuant to the Patent Applications, and the entire rights, title and interest in and to any and all

patents which may be granted therefor anywhere in the world, as based on the PCT system or any other treaty rights flowing from the Patent Applications or otherwise. Assignor hereby agrees to execute such documents as shall be reasonably necessary to support the efforts of Assignee to file foreign country patent applications based on the Patent Applications or on the inventions generally, and all continuation patent applications connected with same.

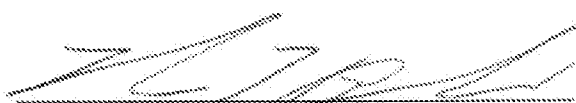
Assignor further agrees that the entire right, title and interest in and to such foreign country patents that issue from such foreign country patent applications shall be in the name of Assignee, and for its sole use and behoof, and for the use and behoof of its successors and assigns, to the full end of the term for which such patents may be granted, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made.

PT IRUNT LLC

ZUGWORKS, INC.



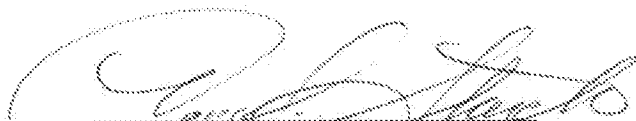
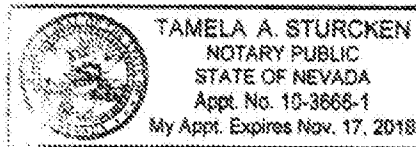
By: Thomas T. Boeckle - Member



By: Thomas T. Boeckle - CEO

State of Nevada)
) ss:
County of Clark)

Before me personally appeared Thomas T. Boeckle, Managing Member of PT iRunt LLC, and acknowledged the foregoing instrument to be the free act and deed of PT iRunt LLC this 23rd day of July, 2015.


Notary Public

SCHEDULE A

U.S. Pat. App. No. 13/109993 (Pub. No. 2012/0295510)

U.S. Provisional Pat. App. No. 62/032,630 entitled "Letter Identification Board" (filed August 3, 2014)

U.S. Provisional Pat. App. No. 62/007,413 entitled "Phonics Exploration Toy" (filed June 4, 2014)

U.S. Provisional Pat. App. entitled "Dynamic App Programming Environment with Physical Object Interaction" (filed August 28, 2014)

PCT App. No. PCT/US2012/038466 (Pub. No. WO2012158987)

Singapore Pat. App. No. SG201300084520 (Pub. No. SG194968)*

Japan Pat. App. No. JP2014-511562 (Pub. No. 2014515571)

Canada Pat. App. No. CA2834793 (Pub. No. CA2834793)

China/Hong Kong Pat. App. No. CN201280035660.2 (Pub. No. CN103748623)

Australia Pat. App. No. 2012255141 (Pub. No. 2012255141)

Mexico Pat. App. No. MX/a/2013/012952 (Pub. No. MX2013012952)

South Korea Pat. App. No. 10-2013-7033583 (Pub. No. KR20140053024)

European Union Pat. App. No. EP2710575 (Pub. No. EP2012785967)

* Issued