

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3733421

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SMART TOY, LLC	02/09/2016
RECEIVING PARTY DATA	
Name:	SPHERO, INC.
Street Address:	4772 WALNUT STREET
City:	BOULDER
State/Country:	COLORADO
Postal Code:	80301
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	61568043
Application Number:	61669027
Application Number:	13708316
PCT Number:	US2012068511
Application Number:	29427425
Application Number:	29504673
CORRESPONDENCE DATA	
Fax Number:	(408)236-6641
<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:	408 236-6640
Email:	assignment@mppatentlaw.com
Correspondent Name:	MAHAMEDI PARADICE LLP
Address Line 1:	1901 S. BASCOM AVENUE
Address Line 2:	SUITE 600
Address Line 4:	CAMPBELL, CALIFORNIA 95008
ATTORNEY DOCKET NUMBER:	OTIX.G000
NAME OF SUBMITTER:	ZURVAN MAHAMEDI
SIGNATURE:	/Zurvan Mahamedi/
DATE SIGNED:	02/11/2016

Total Attachments: 6

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PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT**, effective as of February 9, 2016 (the “**Effective Date**”), is made between **Smart Toy, LLC**, a Delaware limited liability company (“**the Assignor**”) and **Sphero, Inc.**, a Delaware corporation (“**Assignee**”).

WHEREAS, the Assignor is the owner of the patents and patent applications set forth in Schedule A and attached hereto (the “**Patent Assets**”);

WHEREAS, the Assignor and Assignee are parties to an Asset Purchase Agreement of even date herewith (the “**Purchase Agreement**”), pursuant to which the Assignor have agreed to sell, assign, transfer, convey, and deliver to Assignee, certain assets, including, without limitation, the Patent Assets; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor and Assignee have agreed to enter into this Patent Assignment Agreement.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. The Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all right, title and interest in, to and under each of the Patent Assets, together with all (i) reissues, divisionals, renewals, extensions, provisionals, continuations, continuations-in-part, foreign counterparts and any other domestic or foreign patent application which claim a right of priority, either directly or indirectly, to any of the Patent Assets and any other application for patent which shares or contains patentable subject matter disclosed by any of the Patent Assets; (ii) all rights to claim priority to any of the Patent Assets, and (iii) all rights to enforce any of the Patent Assets in any applicable jurisdiction, including to sue or make any claims for any past, present or future infringement, misappropriation or unauthorized use of any of the foregoing and the right to all damages and other payments that are now or may hereafter become due or payable with respect to any of the foregoing.

2. Recordation and Issuance. The Assignor hereby requests the Commissioner for Patents of the United States Patent and Trademark Office, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record the Assignee as the assignee and owner of the Patent Assets. The Assignor hereby authorizes and requests the officials of all countries in which any domestic or foreign patent application that claims priority to any of the Patent Assets, to recognize the Assignee as the exclusive owner in right, title and interest in and to such foreign patent application, and to issue or grant such foreign patent applications for the sole use and enjoyment of Assignee.

3. Information and Assistance. Assignor hereby agrees to not execute any writing or do any act which would conflict with this Patent Assignment Agreement, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of said Assignee, do additional acts as the Assignee may deem necessary or desirable to inure to the benefit of the Assignee with respect to the Patent Assets and the rights conveyed under the Patent Assignment Agreement, said additional acts including but not limited to (i) executing additional assignments and other writings to perfect the Assignee's rights granted hereunder to the Patent Assets, (ii) giving testimony in any proceedings or transactions involving any of the Patent Assets, and (iii) providing preliminary statements and affidavits for procuring or enforcing any of the Patent Assets.

4. Successors and Assigns. This Patent Assignment Agreement and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Patent Assignment Agreement may be executed in two or more consecutive counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by facsimile or otherwise) to the other parties.

6. Section Headings. The section headings contained in this Patent Assignment Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Patent Assignment Agreement.

7. Purchase Agreement Controls. This Patent Assignment Agreement is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Patent Assets. Nothing contained in this Patent Assignment Agreement shall be deemed to modify, supersede, enlarge or affect the rights of any person under the Purchase Agreement. If any provision of this Patent Assignment Agreement is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control.


8. Governing Law. This Patent Assignment Agreement and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Patent Assignment Agreement or the negotiation, execution or performance of this Patent Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of laws that might otherwise govern under applicable principles of conflicts of law thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Patent Assignment Agreement to be executed as of the Effective Date.

ASSIGNOR:

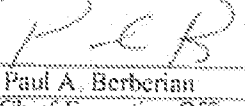
SMART TOY, LLC

By: 
Name: Daniel Setton
Title: president
Date: _____

Acknowledged and Accepted:

ASSIGNEE:


SPHERO, INC.

By: 
Name: Paul A. Berberian
Title: Chief Executive Officer
Date: _____

NOTARIAL CERTIFICATE

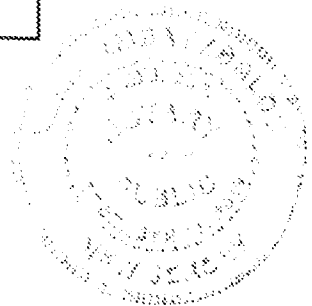
UNITED STATES OF AMERICA)
STATE OF New Jersey : ss.:
CITY/COUNTY OF Bergen)

I, Xenia Ambatzoglou, the undersigned Notary Public do hereby certify
that Daniel Setton, as President of
Smart Toy LLC, a Limited Liability Company who signed the foregoing
Assignment document, was authorized on the 8th day of February 2016, to execute
the foregoing Assignment document on behalf of _____, and to me
acknowledged that he/she did sign the said document.



Notary Public

XENIA AMBATZOGLOU
Notary Public
State of New Jersey
My Commission Expires Dec. 11, 2019
I.D.# 50006858




SCHEDULE A TO PATENT ASSIGNMENT

Filing Date	Country	Serial Number	Publication Number	Patent Number	Title
December 7, 2011	US	61/568043	N/A	N/A	A PHYSICAL CHILDREN'S TOY WHICH USES MOBILE PHONES TO DELIVER CONTENT
July 7, 2012	US	61/669027	N/A	N/A	INTERACTIVE TOY AND ASSOCIATED APPLICATION
December 7, 2012	US	13/708,316	20130344770		INTERACTIVE TOY
December 7, 2012	PCT	PCT/US2012/68511	WO2013086369A1		INTERACTIVE TOY
July 18, 2012	US	29/427,425	N/A	0717888	INTERACTIVE TOY
October 8, 2014	US	29/504,673	N/A	D735816	INTERACTIVE TOY

Acknowledgement by:

SMART TOY, LLC

By: 
 Name: Daniel Setton
 Title: President
 Date: 2/8/16

By: _____
 Name: _____
 Title: _____
 Date: _____

SPHERO, INC.

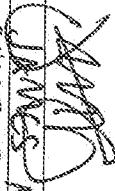
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July 18, 2012	US	29/427,425	N/A	D717888	INTERACTIVE TOY
October 8, 2014	US	29/504,673	N/A	D735816	INTERACTIVE TOY

Acknowledgement by:

SMART TOY, LLC

By: _____
 Name: _____
 Title: _____
 Date: _____

By: 
 Name: JAMES M. LEITCH
 Title: CHIEF FINANCIAL OFFICER
 Date: 07 FEB 2016

SPHERO, INC.