

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | ARIEL ZEKELMAN | 06/20/2016 |
| | FELIX HU | 07/05/2016 |
| | ERIC UCHALIK | 06/20/2016 |
| RECEIVING PARTY DATA | | |
| Name: | TANGIBLE PLAY, INC. | |
| Street Address: | 3225 ASH STREET | |
| City: | SALT LAKE CITY | |
| State/Country: | UTAH | |
| Postal Code: | 84111 | |
| PROPERTY NUMBERS Total: 1 | | |
| Property Type | Number | |
| Application Number: | 29565825 | |
| CORRESPONDENCE DATA | | |
| Fax Number: | (801)355-0160 | |
| <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: | 8012589837 | |
| Email: | patents@patentlawworks.net | |
| Correspondent Name: | PAIGE M. ALSBURY | |
| Address Line 1: | 201 S. MAIN STREET, SUITE 250 | |
| Address Line 4: | SALT LAKE CITY, UTAH 84111 | |
| ATTORNEY DOCKET NUMBER: | 10143-05647 US | |
| NAME OF SUBMITTER: | PAIGE M. ALSBURY | |
| SIGNATURE: | /Paige Alsbury/ | |
| DATE SIGNED: | 07/08/2016 | |
| Total Attachments: 2 | | |
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| source=05647 US 2016-07-07 - Assignment#page2.tif | | |

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to **TANGIBLE PLAY, INC.**, a **Delaware** corporation, having a place of business at **3225 Ash Street, Palo Alto, California 94306** ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled **PROGRAMMING TILE** ("APPLICATION"), which:

☒ having a filing date of May 24, 2016, and bearing U.S. application serial number 29/565,825.

☐ The APPLICATION claims the benefit of a provisional application, filed on _____, now bearing U.S. application serial number _____.

2. The entire worldwide right, title, and interest in and to:
 (a) the APPLICATION; (b) all applications claiming priority from the APPLICATION;
 (c) all provisional, utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), and (c) above; and (e) all right of priority in the APPLICATION and in any underlying provisional or foreign application, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not

Title: PROGRAMMING TILE
Filed: May 24, 2016
Application No.: 29/565,825

hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

DocuSigned by:
x *Ariel Zekelman*
75F3E71141144D6...
Ariel Zekelman

6/20/2016

Date of Signature

DocuSigned by:
x *Felix Hu*
7C26ADF7CDF54D2...
Felix Hu

7/5/2016

Date of Signature

DocuSigned by:
x *Eric Uchalik*
C8C6487DA6134A5...
Eric Uchalik

6/20/2016

Date of Signature