

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4327777

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
HYDRAE LIMITED	03/06/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	STEVEN LIPMAN
<b>Street Address:</b>	81 WINNINGTON ROAD
<b>City:</b>	LONDON
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	N2 0TT
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14197133
<b>Patent Number:</b>	8827761
<b>Application Number:</b>	14337134
<b>Patent Number:</b>	8795022
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Email:</b>	rmgreenshields@mathys-squire.com
<b>Correspondent Name:</b>	MATHYS & SQUIRE LLP
<b>Address Line 1:</b>	THE SHARD, 32 LONDON BRIDGE STREET
<b>Address Line 4:</b>	LONDON, UNITED KINGDOM SE1 9SG
<b>ATTORNEY DOCKET NUMBER:</b>	116291 (P30671)
<b>NAME OF SUBMITTER:</b>	RICHARD GREENSHIELDS
<b>SIGNATURE:</b>	/richard greenshields/
<b>DATE SIGNED:</b>	03/21/2017
<b>Total Attachments: 13</b>	
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**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

between

**HYDRAE LIMITED**

and

**STEVEN LIPMAN**

DATED 6 March 2017

  
**PATENT**  
**REEL: 041656 FRAME: 0419** 

THIS DEED is dated \_\_\_\_\_

**PARTIES**

- (1) Hydrae Limited incorporated and registered in the Isle of Man with company number 004644V whose registered office is at Bridge Chambers, West Quay, Ramsey, PO Box 665, IM99 4PD, Isle of Man (**Assignor**).
- (2) Mr Steven Lipman whose address is at 81 Winnington Road, London, N2 0TT, United Kingdom (**Assignee**).

**BACKGROUND**

- (A) The Assignor owns intellectual property rights relating to interacting toys.
- (B) The Assignor has agreed to assign to the Assignee all of the intellectual property rights owned by the Assignor, including but not limited to the intellectual property rights in the Materials and as shown in the schedules to this agreement, and the Materials themselves as appropriate, on the terms set out in this agreement.

**AGREED TERMS**

**1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Assigned Rights:** all the Patents, Trade Marks and Designs, Domain Names and all the Intellectual Property Rights owned by the Assignor, including but not limited to those set out in Schedule 5 and/or embodied in the Materials, and the Materials themselves as appropriate.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Intellectual Property Rights:** patents, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, topography rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of (including divisionals or continuations), and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Materials:** the materials described in Schedule 4.

**Patents:** all patents and all applications, including but not limited to those having the short particulars set out in Schedule 1.

**Designs:** all registered designs and all applications, including but not limited to those having the short particulars set out in Schedule 2, and all unregistered designs.

**Trade Marks:** all registered trade marks and all applications and all unregistered trade marks and all trade names, including but not limited to those having the short particulars set out in Schedule 3.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns. A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

## 2. ASSIGNMENT

The Assignor hereby assigns, or confirms the assignment, to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents, Designs and Trade Marks;
- (b) all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this agreement.

**3. WARRANTIES**

The Assignor warrants that it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights.

**4. FURTHER ASSURANCE**

4.1 The Assignor shall, at its own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests, to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this agreement, including registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights.

4.2 The Assignor irrevocably appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director or the secretary of the Assignee or by any person appointed in accordance with clause 4.4(c) that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

4.3 This power of attorney is irrevocable as long as any of the Assignor's obligations under this agreement remain undischarged.

4.4 Without prejudice to clause 4.2, the attorney may, in any way it thinks fit and in the name and on behalf of the Assignor:

- (a) take any action that this agreement requires the Assignor to take;
- (b) exercise any rights which this agreement gives to the Assignor; and
- (c) appoint and remove one or more substitute attorneys with full power as the Assignor's attorney on terms that the attorney thinks fit.

4.5 The Assignor must ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this clause.

**5. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**6. ENTIRE AGREEMENT**

6.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

6.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

**7. VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**8. SEVERANCE**

8.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

**9. COUNTERPARTS**

9.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

9.2 Transmission of the executed signature page of a counterpart of this agreement by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. Each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

9.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

**10. THIRD PARTY RIGHTS**

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

**11. NOTICES**

11.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by fax to its main fax number.

11.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- (c) if sent by fax, at 9.00 am on the next Business Day after transmission.

11.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall include e-mail as long as the recipient acknowledges receipt by return e-mail.

**12. GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**13. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



Schedule 1 : Patents

<u>Title</u>	<u>Jurisdiction</u>	<u>Patent Application Number</u>	<u>Patent Publication Number</u>	<u>Application Date</u>
Interacting toys	China	201510689929.4	<i>Not yet published</i>	21/01/2009
Interacting toys	China	200980127979.6	102170945A	21/01/2009
Interacting toys	China	201510535328.8	<i>Not yet published</i>	18/07/2008
Interacting toys	China	200880106641.8	101801485	18/07/2008
Interacting toys	European Patent Office	09784524.2	2341991	21/01/2009
Interacting toys	European Patent Office	08775985.8	2180928	18/07/2008
Interacting toys	United Kingdom	0714148.4		19/07/2007
Interacting toys	Hong Kong	11108389.9	1153974	21/01/2009
Interacting toys	Hong Kong	10106067.3	1139351	18/07/2008
Interacting toys	Japan	192224/2013	2014/028284	21/01/2009
Interacting toys	Japan	517987/2011	528246/2011	21/01/2009
Interacting toys	Japan	2014/123620	2014-195718	18/07/2008
Interacting toys	Japan	516579/2010	533532/2010	18/07/2008
Interacting toys	United States of America	14/197133		21/01/2009
Interacting toys	United States of America	13/054789	2011-0143631	21/01/2009
Interacting toys	United States of America	14/337134	2015/0111465	18/07/2008
Interacting toys	United States of America	12/528782	2012/0015734	18/07/2008
Interacting toys	Patent Cooperation Treaty	PCT/GB2008/002457	WO2009/010760	18/07/2008
Interacting toys	Patent Cooperation Treaty	PCT/GB2009/000160	WO2010/007336	21/01/2009

**Schedule 2 : Registered Designs**

*Not applicable*



*dh*

**Schedule 3 : Trade Marks**

*Not applicable*

#### Schedule 4 Materials

- Any materials and/or work products in all forms that have arisen out of the development, manufacture, and exploitation of a product involving *inter alia* interacting toys and/or communicating dolls that download themed data from a web site and that then converse in a variable manner, together with the associated engine, website and related tools and an engine/platform that can be applied to board games and other characters.
- The materials and/or work products include, without limitation, any data, recording, design, including a design applied to an article, to an electronic (including online) representation, to marketing material or to packaging, formula, model, plans, drawings, documentation, database, topography, literary material, computer program or software (including related preparatory and design materials, and whether in source or object code form or otherwise), whether embodied in physical or electronic form, whether registrable or not and whether or not copyright or design rights subsist in it; and any idea, method, information or know how which was made, discovered, created or generated by the Assignor whether alone or with others which relates to the development, manufacture, and exploitation of the product.
- All works, carried out at any time until the date of this agreement, including without limitation:
  - Generation and development of a doll design, including but not limited to generation and development of:
    - Clothing and accessories;
    - Doll body design;
    - Doll prototypes; and
    - Manufacturing moulds.
  - Generation and development of website, including but not limited to generation and development of:
    - Code for the front end;
    - Code for the back end;
    - Design of website;
    - Generation of images;
    - Generation of content;
    - Developed software; and
    - Source code.
  - Generation of authoring tool, including but not limited to generation of:
    - Source code
    - Object code
    - Graphical User Interface

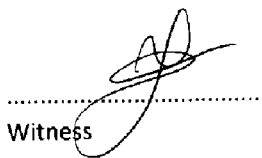
- Code to enable storage and management of audio files, and associated scripting data.
- Generation of scripting data, including but not limited to generation of:
  - Scripting source code.
- Generation of website back-end architecture, including but not limited to generation of:
  - Code for enabling the download of audio files and associated scripting data.
- Development of toy circuit board, including but not limited to development of:
  - Circuit design
  - Circuit topography and layout
  - Component selection.
- Development of toy firmware, including but not limited to development of:
  - Machine code
  - Configurations and data for Application-Specific-Integrated-Circuits.
- Generation of conversation engine, including but not limited to generation of:
  - Source code
  - Object code.
- Generation of toy themes, including but not limited to generation of:
- Scripts and other material for themes
- Audio files
- Generation of literary material associated with The Product, including but not limited to:
  - Marketing material
  - Packaging
  - Scripts.

**Schedule 5 Other Rights**

*Not applicable*

Executed as a deed by Hydrae Limited  
acting by a director, in the presence  
of:


  
.....  
Director

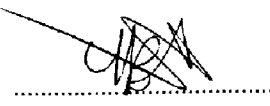
  
.....  
Witness

Name: RABELA KOWNACKI  
BKS Family Office Limited  
Charles Bisson House  
Address: ..... 30-32 New Street  
St Helier  
..... JERSEY  
..... JE1 8FT

Occupation: Administrative Director

Executed as a deed by Steven Lipman  
in the presence of:

  
.....  
Steven Lipman

  
.....  
Witness

Name: Jonathan Benari  
Address: 69 Giffels Court  
Giffels RD London N20 0ED  
.....  
Occupation: Property Developer