

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4756959

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	KID GROUP LLC	11/30/2017
RECEIVING PARTY DATA		
Name:	SPIN MASTER LTD.	
Street Address:	121 BLOOR STREET EAST	
City:	TORONTO, ONTARIO	
State/Country:	CANADA	
Postal Code:	M4W 1A9	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	D662147	
Patent Number:	D662993	
Patent Number:	9586115	
CORRESPONDENCE DATA		
Fax Number:	(416)981-3366	
<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:	416-363-2775	
Email:	mlacroix@millmanip.com	
Correspondent Name:	MILLMAN IP INC.	
Address Line 1:	401 BAY ST.	
Address Line 2:	SUITE 1220, BOX 60	
Address Line 4:	TORONTO, ONTARIO, CANADA M5H 2Y4	
ATTORNEY DOCKET NUMBER:	SPI-507	
NAME OF SUBMITTER:	MICHELLE LACROIX	
SIGNATURE:	/Michelle Lacroix/	
DATE SIGNED:	01/02/2018	
Total Attachments: 6		
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ASSIGNMENT OF PATENTS

WHEREAS Kid Group LLC, a limited liability company existing under the laws of the State of California with a principal office or place of business at 58 Second Street, 5th Floor, San Francisco, California 94105 (the "**Assignor**") is the owner of the granted patents, pending patent applications and granted design registrations listed in the attached **Schedule "A"** (collectively, the "**Patents**") and of the inventions and designs described in the Patents (the "**Inventions**");

AND WHEREAS Spin Master Ltd., a corporation incorporated under the laws of the Province of Ontario, with a principal office or place of business at 121 Bloor Street East, Toronto, Ontario, M4W 1A9, Canada (the "**Assignee**") has acquired the entire right, title and interest in, to and under the Patents and the Inventions therefor, inclusive of any and all priority rights derived therefrom, and in and to all Letters Patent of the United States and all other countries foreign thereto, pursuant to the terms of an asset purchase agreement between, *inter alia*, the Assignor and the Assignee (the "**Purchase Agreement**");

NOW THEREFORE, in consideration of the payments provided for in the Purchase Agreement, the mutual covenants and agreements contained therein and for other good and valuable consideration paid to the Assignor by the Assignee, receipt of which is hereby acknowledged, the Assignor, does hereby sell, assign and set over unto the Assignee the entire right, title and interest in the United States and all other countries foreign thereto in and to the Patents, and in and to the Inventions, and in and to all applications filed and Letters Patent and Registrations obtained thereof in any country, inclusive of any and all priority rights and Convention and Treaty rights derived therefrom, including any continuation, division, renewal, substitute or reissue thereof, the same to be held and enjoyed by the Assignee, its successors, assigns or legal representatives to the full ends of the terms for which all Letters Patent and Registrations therefor have or may be granted including any extensions or reissues thereof as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made;

ASSIGNOR hereby authorizes Assignee to make application for and to receive Letters Patent and Registrations for the Inventions in any foreign countries in its own name or in any name at its election;

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNOR FURTHER COVENANTS AND AGREES to execute or procure any further necessary assurance of the title to the Inventions and the Patents and will at any time upon the request and at the expense of the Assignee execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Inventions and the Patents or any patents which may be granted therefor to the Assignee, its successors, assigns or legal representatives and will at any time upon the request and at the expense of the Assignee testify in any legal proceeding, sign all lawful papers, execute any additional divisional, substituting, continuing or

reissue applications for the Inventions or for the Patents or any part or parts thereof, make all rightful oaths and generally do all lawful acts to aid the Assignee, its successors, assigns or legal representatives to obtain and enforce patent protection in the Inventions without further compensation but at the expense of the Assignee, its successors, assigns or legal representatives;

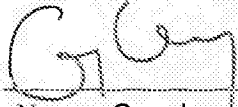
AND ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the United States Patent and Trademark Office issue any and all Letters Patent for the Inventions or resulting from the Patents or from any division, reissue or extension thereof to the Assignee as sole Assignee, and its successors, assigns and legal representatives.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed under the hand of its duly authorized officer as of the date set out below.

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DATED as of the 30th day of November, 2017.

KID GROUP LLC

Per: 
Name: Gary Levenberg
Title: CEO
(I have the authority to bind the corporation)

SPIN MASTER LTD.

Per: _____
Name: _____
Title: _____
(I have the authority to bind the corporation)

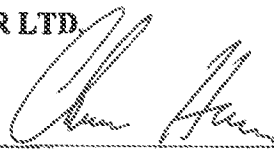
[Signature Page - Assignment of Patents]

DATED as of the 30th day of November, 2017.

KID GROUP LLC

Per: _____
Name:
Title:
(I have the authority to bind the corporation)

SPIN MASTER LTD

Per:  _____
Name: Chris Harrs
Title: EVP, General Counsel
(I have the authority to bind the corporation)

SCHEDULE A

LIST OF PATENTS AND PATENT APPLICATIONS

Country	Registration / Application / Design Patent No.	Title	Type / Status
United States	D662,147 S ("Epic")	THREE DIMENSIONAL MAZE GAME	Issued June 19, 2012
	D662,993 ("Rookie")	THREE DIMENSIONAL MAZE GAME	Issued July 3, 2012
	Application No. 13/589,883 Patent No. 9,586,115 ("Perplexus Twist")	3D GAME	Filed August 20, 2012 Issued March 7, 2017 Received Original Issued Patent March 13, 2017
Australia	340157 ("Epic")	THREE DIMENSIONAL MAZE GAME	Registered January 6, 2012
	340161 ("Rookie")	THREE DIMENSIONAL MAZE GAME	Registered January 6, 2012
Canada	142672 ("Epic")	THREE DIMENSIONAL MAZE GAME	Registered October 15, 2012
	142870 ("Rookie")	THREE DIMENSIONAL MAZE GAME	Registered October 15, 2012
China	ZL201130367227.7 ("Epic")	THREE DIMENSIONAL MAZE GAME	Registered April 25, 2012
	201130389992.9 ("Rookie")	THREE DIMENSIONAL MAZE GAME	Registered November 7, 2012
European Union	001930280-0001 ("Epic")	THREE DIMENSIONAL MAZE GAME	Filed October 11, 2011
	001938242-0001 ("Rookie")	THREE DIMENSIONAL MAZE GAME	Filed October 26, 2011

Country	Registration / Application / Design Patent No.	Title	Type / Status
Japan	1442122 ("Epic")	THREE DIMENSIONAL MAZE GAME	Issued April 20, 2012
	1442072 ("Rookie")	THREE DIMENSIONAL MAZE GAME	Issued April 20, 2012
Korea	30-0715483 ("Epic")	THREE DIMENSIONAL MAZE GAME	Issued November 1, 2013
	30-0715483-00-01 ("Rookie")	THREE DIMENSIONAL MAZE GAME	Issued November 1, 2013
Peru	File No. 001784- 2011/DIN	THREE DIMENSIONAL MAZE GAME	Filed October 11, 2011
			Issued July 30, 2012
Russia	83337 ("Epic")	THREE DIMENSIONAL MAZE GAME	Issued October 16, 2012
	83338 ("Rookie")	THREE DIMENSIONAL MAZE GAME	Issued October 26, 2011
Chile	Design Patent No. N 7.161	THREE DIMENSIONAL MAZE GAME	Application filed and patent issued October 26, 2011
	Design Application No. 2658-11		

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