

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT5173525

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SCENE 53 (ISRAEL) LTD	06/27/2016
RECEIVING PARTY DATA	
Name:	PLAYSTUDIOS INTERNATIONAL ISRAEL LTD.
Street Address:	10 HAMANOR
City:	TEL AVIV
State/Country:	ISRAEL
Postal Code:	6655829
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	9305319
Patent Number:	8949717
Application Number:	13275113
PCT Number:	US1260403
PCT Number:	US1260400
CORRESPONDENCE DATA	
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<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>	
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NAME OF SUBMITTER:	JON MUSKIN
SIGNATURE:	/jon muskin/
DATE SIGNED:	10/04/2018
Total Attachments: 5	
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "*Patent Assignment*") is made and entered into as of the 27th day of June, 2016 (the "*Effective Date*") by and between Scene 53 (Israel) Ltd., a corporation organized under the laws of the State of Israel ("*Assignor*") and PLAYSTUDIOS, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of June 27, 2016 (the "*Asset Purchase Agreement*"), by and among Assignor, Assignee, PLAYSTUDIOS International Israel Ltd., a corporation organized under the laws of the State of Israel and Scene 53, Inc., a Delaware corporation, solely in its capacity as Seller's Agent, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, all of Assignor's right, title and interest in and to all of the patent properties set forth in the attached Schedule A, together with any patent applications, patents and foreign patent properties that claim priority to or from the Assigned Patent Properties as explained below.

NOW, THEREFORE, for good and valuable consideration payable on the terms and conditions set forth in the Asset Purchase Agreement, the parties agree as follows:

1. Assignor does hereby sell, assign, transfer and convey unto Assignee, all of Assignor's right, title and interest together with the benefits and privileges in and to the patents and patent applications listed in Schedule A; to any and all patents and applications (including continuations, continuations-in-part, divisions, substitutions, reissuances, and convention applications and patents) that are entitled to the benefit of priority, or are implicated by a terminal disclaimer (related to an "obviousness-type" double patenting rejection), with respect to any of the patents or patent applications listed in Schedule A; and to any renewals or extensions of any of the foregoing (including but not limited to any of the foregoing that may be for design patents, industrial designs, petty patents, or utility models), regardless of whether those rights arise under the laws of the United States or any other state, country or jurisdiction throughout the world (collectively the "*Assigned Patent Properties*,") including all other and future applications for Letters Patent on inventions and discoveries disclosed in the patents and patent applications listed in Schedule A in whatsoever countries, and similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent, the same to be held and enjoyed by Assignee and its successors and assigns entirely as if the same would have been held and enjoyed by Assignor had this assignment not been made, and further with all rights of action, powers and benefit to the Assigned Patent Properties, due or accrued, including the right to sue for and recover in the Assignee's own name and that of its successors and assigns and other legal representatives all remedies of every nature, including, without limitation, the right to sue for damages including all past damages, rights to injunctive relief, profits, costs and attorney fees, arising out of any infringement of the Assigned Patent Properties.

2. Assignor hereby authorizes Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries under the Assigned Patent Properties in the name of Assignee or otherwise as Assignee may deem

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advisable, under the International Convention or any other relevant convention or treaty or otherwise.

3. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Assigned Patent Properties, as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct.

4. Assignor hereby covenants and agrees to cooperate with Assignee to enable Assignee to enjoy to the fullest extent the right, title and interest herein conveyed. Such reasonable cooperation by Assignor shall include production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed reasonably necessary or desirable by Assignee for perfecting in Assignee the right, title and interest herein conveyed; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by Assignee.

5. The terms and covenants of this assignment shall inure to the benefit of Assignee and its subsidiaries, successors and assigns, and shall be binding upon Assignor and its assigns.

6. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

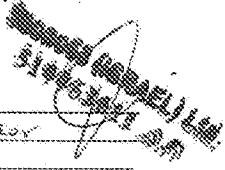
[Signature page follows]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Parent Assignment Agreement as of the date first set forth above.

ASSIGNOR:

SCENE 53 (ISRAEL) LTD.

By: _____
Name: Yonatan Raor
Title: CEO



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IN WITNESS WHEREOF, the parties have executed, made and entered into this Patent Assignment Agreement as of the date first set forth above.

ASSIGNEE:

PLAYSTUDIOS, INC.

By: 

Name: Paul Mathews

Title: President

SCHEDULE A

ASSIGNED PATENT PROPERTIES

Title	Current Ownership	Priority (MM/DD/YY)	Publication No. / Registration No.	Filing date/ Issue date	Status and Jurisdiction
CONTROLLING SOCIAL NETWORK VIRTUAL ASSEMBLY PLACES THROUGH PROBABILITY OF INTERACTION METHODS	Scene 53 (Israel) Ltd. 11 Shoken St. Tel Aviv, Israel 66063	10/18/2010, and 10/17/2011	9,305,319 13/275,186	Filed 10/17/2011, issued 4/5/2016	US Patent
METHODS OF CONTROLLING AVATARS	Scene 53 (Israel) Ltd. 11 Shoken St. Tel Aviv, Israel 66063	10/18/2010 and 10/17/2011 and 11/15/2011	8,949,717 13/297,218	Filed 11/15/2011, issued 2/2/2015	US Patent
SOCIAL NETWORK BASED VIRTUAL ASSEMBLY PLACES	Scene 53 (Israel) Ltd. 11 Shoken St. Tel Aviv, Israel 66063	10/18/2010	13/275,113	Filed 10/17/2011,	US Patent Application
METHOD OF CONTROLLING AVATARS	Scene 53 (Israel) Ltd. 11 Shoken St. Tel Aviv, Israel 66063	10/18/2010	<u>PCT/US12/60403</u> WO 2013/059182	Filed 10/16/2012	PCT application
CONTROLLING SOCIAL NETWORK VIRTUAL ASSEMBLY PLACES THROUGH PROBABILITY OF INTERACTION METHODS	Scene 53 (Israel) Ltd. 11 Shoken St. Tel Aviv, Israel 66063	10/18/2010	<u>PCT/US12/60400</u> WO 2013/059179	Filed 10/16/2012	PCT application