PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT5571399

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ASA K. KALAMA	05/31/2019
ROBERT S. TROWBRIDGE	06/04/2019
PETER STEPNIEWICZ	06/06/2019
CASEY M. GING	06/07/2019
JOHN C. HAMPTON	06/07/2019

RECEIVING PARTY DATA

Name:	DISNEY ENTERPRISES, INC.
Street Address:	500 SOUTH BUENA VISTA STREET
City:	BURBANK
State/Country:	CALIFORNIA
Postal Code:	91521

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16421223

CORRESPONDENCE DATA

Fax Number: (858)350-6111

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.

Phone: (858)350-6100

Email: wgorman@kilpatricktownsend.com, ipefiling@kilpatricktownsend.com

Correspondent Name: KILPATRICK TOWNSEND & STOCKTON LLP

Address Line 1: 1100 PEACHTREE STREET

SUITE 2800 Address Line 2:

Address Line 4: ATLANTA, GEORGIA 30309

Total Attachments, 6	
DATE SIGNED:	06/13/2019
SIGNATURE:	/William H. Gorman/
NAME OF SUBMITTER:	WILLIAM H. GORMAN
ATTORNEY DOCKET NUMBER:	090492-P18085US1-1095624

Total Attachments: 6

PATENT REEL: 049463 FRAME: 0771

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PATENT REEL: 049463 FRAME: 0772

ASSIGNMENT

(Patent Application)

We, the undersigned, have invented certain inventions and improvements disclosed in a utility (provisional or non-provisional) or design patent application entitled

"INTERACTIVE TOY,"

filed with the U.S. Patent and Trademark Office on May 23, 2019

and assigned serial no. 16/421,223

For good and valuable consideration, the receipt and sufficiency of which we acknowledge, we:

- 1. Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to Disney Enterprises, Inc., a corporation of the State of Delaware having a principal place of business at 500 South Buena Vista Street, Burbank, California 91521, U.S.A. ("Assignee"), the entire right, title, and interest in and to:
 - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
 - (b) the above-referenced patent application, and all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
 - (c) the right to claim priority to the above-referenced patent application, and any and all applications referenced in subsection (b); and
 - (d) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and
 - (e) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including

PATENT REEL: 049463 FRAME: 0773 ASSIGNMENT INTERACTIVE TOY Attorney Docket No. 090492-P18085US1-1095624 Page 2 of 3

provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.

- 2. Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
- 3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
- 4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us, as well as our heirs, legal representatives, and assigns.
- 5. Promise and affirm that we have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.
- 6. Authorize Kilpatrick Townsend & Stockton to insert above the application number and filing date of the above-described patent application when known.

Signed on the dates indicated beside our signatures.

Signature:	Cirly	Date: _	5/31/19
	Asa K. KALAMA		
Signature:	Robert S. TROWBRIDGE	Date: _	
Signature:	Peter STEPNIEWICZ	Date: _	

ASSIGNMENT INTERACTIVE TOY Attorney Docket No. 090492-P18085US1-1095624 Page 3 of 3

Signature:		Date:	
	Casey M. GING		
Signature:		Date:	
	John C. HAMPTON		

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For good and valuable consideration, the receipt and sufficiency of which we acknowledge, we:

- 1. Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to Disney Enterprises, Inc., a corporation of the State of Delaware having a principal place of business at 500 South Buena Vista Street, Burbank, California 91521, U.S.A. ("Assignee"), the entire right, title, and interest in and to:
 - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
 - (b) the above-referenced patent application, and all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application:
 - (c) the right to claim priority to the above-referenced patent application, and any and all applications referenced in subsection (b); and
 - (d) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and
 - (e) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including

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ASSIGNMENT INTERACTIVE TOY Attorney Docket No. 090492-P18085US1-1095624 Page 2 of 3

provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.

- Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S.
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 from the intellectual property, patent application(s) and patents described in paragraph 1 of
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- 3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
- 4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us, as well as our heirs, legal representatives, and assigns.
- 5. Promise and affirm that we have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.
- 6. Authorize Kilpatrick Townsend & Stockton to insert above the application number and filing date of the above-described patent application when known.

Signed on the dates indicated beside our signatures.

Signature:		Date:	
	Asa K. KALAMA		
Signature:	Robert S. TROWBRIDGE	Date:	14/19
Signature:	Date: STEPNIEWICZ	Date: <u></u>	6/19

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Signature:

Casey M. GING

Date: 6 - 7-19

Signature:

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RECORDED: 06/13/2019