

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5991758

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	THE MAYA GROUP, INC.	12/04/2019
RECEIVING PARTY DATA		
Name:	SPIN MASTER, INC.	
Street Address:	PMB #10053, 300 INTERNATIONAL DRIVE	
Internal Address:	SUITE 1000	
City:	WILLIAMSVILLE	
State/Country:	NEW YORK	
Postal Code:	14221	
PROPERTY NUMBERS Total: 4		
	Property Type	Number
	Patent Number:	8596255
	Patent Number:	8640683
	Patent Number:	8371282
	Application Number:	15590424
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:	nchinoy@millmanip.com	
Correspondent Name:	MILLMAN IP INC.	
Address Line 1:	401 BAY STREET, SUITE 2108, BOX 60	
Address Line 4:	TORONTO, ONTARIO, CANADA M5H 2Y4	
ATTORNEY DOCKET NUMBER:	SPI-000	
NAME OF SUBMITTER:	NERGIZ CHINOY	
SIGNATURE:	/Nergiz Chinoy/	
DATE SIGNED:	03/02/2020	
Total Attachments: 6		
source=Orbeez - Patent Assignment executed#page1.tif		

source=Orbeez - Patent Assignment executed#page2.tif
source=Orbeez - Patent Assignment executed#page3.tif
source=Orbeez - Patent Assignment executed#page4.tif
source=Orbeez - Patent Assignment executed#page5.tif
source=Orbeez - Patent Assignment executed#page6.tif

PATENT ASSIGNMENT AGREEMENT

BETWEEN:

THE MAYA GROUP, INC., a corporation incorporated pursuant to the laws of the State of California;
(the “**Assignor**”)

- and -

SPIN MASTER, INC., a corporation incorporated pursuant to the laws of the State of Delaware;
(the “**Assignee**”)

WHEREAS 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 the Assignor has entered into an asset purchase agreement (the “**Purchase Agreement**”) dated the date hereof between, inter alia, the Assignee and Spin Master Toys Far East Limited, as purchasers, the Assignor, as vendor, Oded Ben-Ezer, Tali Ben-Ezer, Eyal Aronoff, the Ben-Ezer Living Trust and The Aronoff Community Property Trust, as co-covenantors, whereby the Assignor agreed to sell to the Assignee the Purchased Assets (as defined in the Purchase Agreement), which includes the Patents and Inventions;

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.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of
Patents under as of the 4th day of December, 2019.

THE MAYA GROUP, INC.

By: 

Name: Oded Ben-Eli

Title: CEO

I have the authority to bind the company

SPIN MASTER, INC.

By: _____

Name: _____

Title: _____

I have the authority to bind the company

[Signature Page – Patent Assignment]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of
Patents under as of the 4th day of December, 2019.

THE MAYA GROUP, INC.

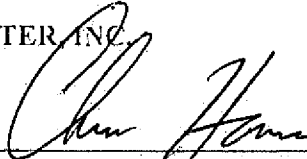
By: _____

Name:

Title:

I have the authority to bind the company.

SPIN MASTER, INC.

By:  _____

Name: Chris Harris

Title: Secretary

I have the authority to bind the company

[Signature Page -- Patent Assignment]

SCHEDULE "A"

LIST OF PATENTS AND PATENT APPLICATIONS

Record Type	Country	Reference Number	Title or Mark	Status	Application/Serial No.	Filing Date	Patent/Registration No.	Date Issue/Reg/Abandoned	Earliest Priority Date
Patent	United States	MAYA-1001a-CIP	SUPER ABSORBENT POLYMER PROJECTILE LAUNCHING DEVICE	Patented	12/973, 897	12/20/2010	8,596,255	12/03/2013	05/10/2010
Patent	United States	MAYA-1001b-DIV	SOFT-PROJECTILE LAUNCHING DEVICE	Patented	13/761, 082	02/06/2013	8,640,683	02/04/2014	05/10/2010
Utility Model	Germany	MAYA-1001-DE	SOFT-PROJECTILE LAUNCHING DEVICE	Patented	20 2011 110	05/09/2011	351.3	08/08/2013	05/10/2010
Patent	United States	MAYA-1001-UA	SOFT-PROJECTILE LAUNCHING DEVICE	Patented	12/777, 134	05/10/2010	8,371,282	02/12/2013	05/10/2010
Patent	EPO	MAYA-20479-EP	KITS AND METHODS OF PLAY FOR CREATING	Allowed	171965 71.8	11/09/2017	N/A	N/A	05/09/2017

Record Type	Country	Reference Number	Title or Mark	Status	Application/Serial No.	Filing Date	Patent/Registration No.	Date Issue/Reg/Abandoned	Earliest Priority Date
Patent	United States	MAYA-20479-UA	DECORATIVE OBJECTS	Pending	15/590,424	05/09/2017	N/A	N/A	05/09/2017
			KITS AND METHODS OF PLAY FOR CREATING DECORATIVE OBJECTS						
Patent	United States	MAYA-21014-UA	PLUSH TOYS WITH SIGHT, SMELL AND FEEL OF FOOD AND METHODS OF MAKING THE SAME	New (Not Filed)	N/A	N/A	N/A	N/A	N/A

PATENT

REEL: 051983 FRAME: 0208

RECORDED: 03/02/2020