

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Warb, Inc.		07/02/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ubooly, Inc.		
Street Address:	791 Poppy Drive		
City:	Brighton		
State/Country:	COLORADO		
Postal Code:	80601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85487732	SMART TOY	
CORRESPONDENCE DATA			
Fax Number:	7205364910		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	720-536-4900		
Email:	shane@neugeborenlaw.com		
Correspondent Name:	Shane Percival		
Address Line 1:	1227 Spruce St.		
Address Line 2:	Suite 200		
Address Line 4:	BOUDLER, COLORADO 80302		
ATTORNEY DOCKET NUMBER:	1212.301.US		
NAME OF SUBMITTER:	Percival, Shane		
Signature:	/Shane Percival/		
Date:	07/05/2012		
Total Attachments: 1 source=SMARTTOY_TRADEMARK_ASSIGNMENT-signed-cgloge-7-2-2012#page1.tif			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated June 29, 2012, is made by Warb, Inc., a Delaware corporation having its principal place of business located at 791 Poppy Drive, Brighton, Colorado 80601, United States ("Assignor"), to Ubooly, Inc., a Delaware corporation having its principal place of business located at 791 Poppy Drive, Brighton, Colorado 80601, United States ("Assignee").

Assignor is the owner of all right, title and interest in the SMART TOY trademark and the associated SMART TOY trademark application, U.S. Serial Number 85/487,732, hereinafter the "**Mark**".

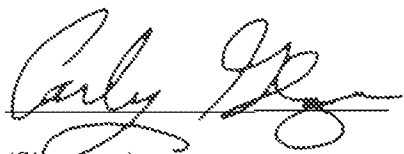
Assignee desires to own Assignor's entire right, title and interest in the Mark.

NOW, THEREFORE, in consideration of the foregoing and for the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

Assignor hereby irrevocably transfers and assigns to Assignee, all of Assignor's worldwide right, title to and interest in the Mark, and any and all related registrations and applications for registration, together with any and all of the goodwill of the business symbolized by and associated with the Mark, and all income, royalties, fees, damages, and payments now or hereafter due or payable with respect thereto, and all rights of actions, powers and benefit to the Mark, due or accrued, and 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 rights to injunctive relief, damages, profits, royalties, costs and attorney fees, arising out of any infringement of the Mark, or injury to the related goodwill, occurring prior to or after the date of this Assignment.

Assignor agrees that, upon request and without further compensation, Assignor and Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of truthful testimony, that may be necessary or reasonably requested by Assignee for obtaining, sustaining, maintaining, renewing or enforcing the Mark, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to the Mark. In the event that Assignee is unable after reasonable attempt to secure Assignor's signature to any document in connection with the foregoing, Assignor hereby appoints Assignee as the Assignor's true and lawful attorney in fact, with full power of substitution of the Assignor, 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 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 irrevocable.

Warb, Inc.



(Signature)

07/02/2012

(Date)

Carly Gloge

(Print or type name)

Principal

(Print or type title)