

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM372735

|   |  |                       |                                     |
|---|--|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                                     |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                                     |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>                  |
| Smart Toy, LLC  |  | 02/09/2016            | LIMITED LIABILITY COMPANY: DELAWARE |
| Ubooly, Inc.  |  | 02/09/2016            | CORPORATION: DELAWARE               |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                     |
| <b>Name:</b>  | Sphero, Inc.                                       |                       |                                     |
| <b>Street Address:</b>  | 4772 Walnut Street                                 |                       |                                     |
| <b>Internal Address:</b>  | Suite 206  |                       |                                     |
| <b>City:</b>  | Boulder  |                       |                                     |
| <b>State/Country:</b>   | COLORADO   |                       |                                     |
| <b>Postal Code:</b>   | 80301  |                       |                                     |
| <b>Entity Type:</b>   | CORPORATION: DELAWARE                              |                       |                                     |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                                     |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>   | 4196164  | SMART TOY             |                                     |
| <b>Registration Number:</b>   | 4282790  | UBOOLY                |                                     |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                     |
| <b>Fax Number:</b>  | 7205364910   |                       |                                     |
| <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> |  |                       |                                     |
| <b>Phone:</b>   | 7205364900   |                       |                                     |
| <b>Email:</b>   | shane@neugeborenlaw.com                            |                       |                                     |
| <b>Correspondent Name:</b>  | Shane Percival                                     |                       |                                     |
| <b>Address Line 1:</b>  | 1227 Spruce St.                                    |                       |                                     |
| <b>Address Line 2:</b>  | Suite 200  |                       |                                     |
| <b>Address Line 4:</b>  | Boulder, COLORADO 80302                            |                       |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 1604.2002  |                       |                                     |
| <b>NAME OF SUBMITTER:</b>   | Percival, Shane                                    |                       |                                     |
| <b>SIGNATURE:</b>   | /Shane Percival/                                   |                       |                                     |
| <b>DATE SIGNED:</b>   | 02/10/2016   |                       |                                     |
| <b>Total Attachments: 8</b>   |  |                       |                                     |

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source=Sphero - Smart Toy - Trademark and Domain Name Assignment Agreement#page8.tif

## **TRADEMARK AND DOMAIN NAME TRANSFER ASSIGNMENT AGREEMENT**

This Trademark and Domain Name Assignment Agreement ("Agreement"), is entered into effective as of February 9, 2016, by and between Smart Toy, LLC, a Delaware limited liability company ("**Smart Toy**"), Ubooly, Inc. ("**Ubooly**"), a Delaware corporation (Smart Toy and Ubooly hereinafter collectively referred to as "**Assignors**") and Sphero, Inc., a Delaware corporation ("**Assignee**") having its principal place of business in Boulder, Colorado.

Assignee and Assignors are sometimes collectively referred to herein as the "**Parties**" and separately as a "**Party**." Capitalized terms used but not otherwise defined herein shall have the meaning assigned to such terms in the Asset Purchase Agreement (as defined below).

### **RECITALS**

**WHEREAS**, the Parties have entered into an Asset Purchase Agreement, dated February \_\_, 2016, regarding the transfer of all of the Assignors' right, title and interest in certain assets to Assignee upon the terms and subject to the conditions set forth in the Asset Purchase Agreement. The Asset Purchase Agreement is incorporated herein by reference and made part of the Agreement;

**WHEREAS**, Assignors have adopted, used, and/or intend to use, and are the owners of all right, title and interest in and to the registered trademarks as identified in Schedule A hereto (collectively, the "Trademarks");

**WHEREAS**, the domain names shown in Schedule B are active domain names (collectively the "Domain Names") currently registered to Assignors;

**WHEREAS**, the Domain Names are currently active and registered with the registrars indicated in Schedule B;

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignors desire to assign and Assignee desires to receive all of Assignors' right, title and interest in and to all of the Trademarks and Domain Names and any and all goodwill associated therewith;

**NOW THEREFORE**, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

#### **1. OBLIGATIONS OF THE PARTIES**

- 1.1. General. Assignors agree to sell and Assignee agrees to buy the Trademarks and Domain Names.
- 1.2. Assignment. Assignors hereby irrevocably assign, transfer, and convey to Assignee in perpetuity and throughout the world any and all right, title and interest to the Trademarks and Domain Names shown on Schedules A and B together with the goodwill symbolized by and associated with the use of the same, including all common law use, application, registration, renewal and extension rights, all rights and causes of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue and recover for past infringement, and to receive all damages, payments and costs and fees associated therewith, free and clear of any and all Encumbrances.

## **2. TRADEMARK AND DOMAIN TRANSFER**

- 2.1. Assignors' Responsibilities for Transfer of Trademarks. Assignors will cooperate with Assignee in executing and/or filing documents with the United States Patent and Trademark Office (the "USPTO") to record this Agreement with the USPTO. Assignors shall execute, deliver and acknowledge such assignments and other documents and take all such other actions as Assignee may reasonably request to memorialize or perfect the assignment and shall bear all fees, costs and expenses incurred in connection with the execution and delivery of any such assignments or other documents, or the performance of any such actions.
- 2.2. Assignors' Responsibilities for Transfer of Domain Names. Within five (5) business days following the Effective Date, Assignors shall take such actions as are necessary and within their control to effectuate the transfer of ownership and control of the Domain Names to Assignee, and enable Assignee to register the Domain Names in the name of Assignee with the domain name registrar of Assignee's choosing, namely: unlock each of the Domain Names, obtain a transfer authorization code for each of the Domain Names and send them to Assignee, and affirmatively respond to emails initiated by Assignee to effectuate the transfer of the Domain Names from Assignors to Assignee.
- 2.3. Transfer of Domain Names. The Domain Names will be deemed transferred when:
  - 2.3.1. Assignee's domain name registrar has confirmed the transfer in accordance with its procedures therefor;
  - 2.3.2. the applicable WHOIS database identifies Assignee as the registrant of each of the Domain Names; and
  - 2.3.3. the Assignee has administrative and technical access to each of the Domain Names, and sole control over where the each of the Domain Names point.

## **3. REPRESENTATIONS AND WARRANTIES**

- 3.1. Assignors' Warranty.
  - 3.1.1. Assignors represent and warrant that the Trademarks listed in Schedule A have been in continuous use in the U.S. for the designated goods and services under each mark, as identified in Schedule A.
  - 3.1.2. Assignors represent and warrant that they have full right, power and authority to enter into this Agreement, to perform all of their obligations hereunder, to consummate all of the transactions contemplated herein and that they are the sole owners of and authorized to sell the Trademarks and Domain Names.
  - 3.1.3. Assignors represent and warrant that the Trademarks and Domain Names are not licensed to any third party and no claim is pending or threatened or has been made within the past five years with respect to Assignors' use of the Trademarks or any application made by Assignors to register the Trademarks to the effect that any infringement, misappropriation or conflict has occurred or will occur.

- 3.2. Assignee's Warranty. Assignee represents and warrants that it has full right, power and authority to enter into this Agreement, to perform all of its obligations hereunder, and to consummate all of the transactions contemplated herein.

#### **4. EQUITABLE REMEDIES**


- 4.1. Each Party acknowledges that a breach or alleged breach by such party under this Agreement would cause the other party immediate and irreparable harm for which monetary damages would not be an adequate remedy and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, the other party shall, in addition to any and all other rights and remedies that may be available in respect of such breach, be entitled to equitable relief, including in the form of preliminary or permanent injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

#### **5. MISCELLANEOUS**

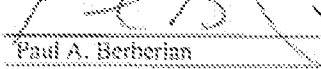
- 5.1. This Agreement is a binding agreement and constitutes the complete, final and exclusive statement of the terms of the agreement between the Parties with respect to the subject matter hereof and supersedes any and all other agreements, written or oral, prior or contemporaneous, with respect thereto. This Agreement shall be binding upon the Parties hereto and inure to the benefit of the parties hereto, their respective successors and permitted assigns.
- 5.2. This Agreement cannot be modified or amended except by a written instrument signed by both Parties.
- 5.3. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or be impaired thereby.
- 5.4. A waiver of a breach or default under this Agreement shall not be a waiver of any other or subsequent breach or default. The failure or delay in enforcing compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition unless such term or condition is expressly waived in writing.
- 5.5. Assignors agree to deliver to Assignee all such other documents and instruments reasonably required or relating to the transactions contemplated by this Agreement as Assignee may reasonably request or deem reasonably necessary in order to effectuate the transactions contemplated by this Agreement.
- 5.6. Captions and section headings in this Agreement are included for convenience and are not part of this Agreement.
- 5.7. This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 5.8. This Agreement shall be governed by laws of the State of Delaware, except for its provisions on conflicts of law.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark and Domain Name Assignment Agreement, intending to be bound thereby.


ASSIGNORS  
Smart Toy, LLC

By:   
Name: Daniel Setton  
Title: President

ASSIGNEE  
Sphero, Inc.

By:   
Name: Paul A. Herberian  
Title: Chief Executive Officer

Ubody, Inc.

By:   
Name: Daniel Setton  
Title: Manager of Smart Toy Holdings,  
LLC

[Signature Page to Trademark Assignment]

**Schedule A**  
**Trademarks**

**Trademarks Owned by Smart Toy, LLC:**

| <b>MARK COUNTRY</b>        | <b>Owner</b>   | <b>APP./REG. No.</b>  | <b>GOODS/SERVICES</b>  |
|----------------------------|----------------|---|--|
| SMART TOY<br>United States | Smart Toy, LLC | App.<br>85487732<br>Filed 6-DEC-2011<br><br>Reg. No.<br>4196164<br>Registered<br>21-AUG-2012  | <b>Class 28:</b> toys and sporting goods, namely, physical toys that integrate with mobile phones, namely, figures, figurines, dolls, characters, stuffed toys, plush toys, soft sculpture plush toys, stuffed toy animals, and stuffed toy fantasy characters and creatures   |
| UBOOLY<br>United States    | Smart Toy, LLC | App.<br>85655845<br>Filed 19-JUN-2012<br><br>Reg. No.<br>4282790<br>Registered<br>29-JAN-2013 | <b>Class 9:</b> computer software, namely, interactive and remotely updateable mobile computing device application software having gaming, learning, and story-telling features for use with children's accessories including plush stuffed toys representing various animals and creatures<br><b>Class 28:</b> toys, games and playthings, namely plush figures and toys, stuffed figures and toys, dolls, play figures and accessories therefore, stuffed animals, electronic toys, battery operated toys, and children's multiple activity toys |

**Trademarks Owned by Ubooly, Inc:**

| <b>MARK COUNTRY</b> | <b>Owner</b> | <b>APP./REG. No.</b>   | <b>GOODS/SERVICES</b>  |
|---------------------|--------------|--|--|
| UBOOLY<br>Canada    | Ubooly, Inc. | App.<br>1607210<br>Filed 18-DEC-2012<br><br>Reg. No.<br>TMA875740<br>Registered<br>15-APR-2014 | <b>Class 9 and 28:</b> Computer software, namely, interactive and remotely updateable mobile computing device application software having gaming, learning, and story-telling features for use with children's accessories including plush stuffed toys representing various animals and creatures; Toys, Games and Playthings, namely plush figures and toys, stuffed figures and toys, dolls, play figures and accessories therefore, stuffed animals, electronic toys, battery operated toys, and children's multiple activity toys |

| MARK<br>COUNTRY                                   | Owner        | APP./REG.<br>No.   | GOODS/SERVICES  |
|---|--------------|--|---|
| UBOOLY<br>International<br>Register               | Ubooly, Inc. | App.<br>1146265<br>Filed 13-<br>DEC-2012<br><br>Reg. No.<br>1146265<br>Registered<br>14-FEB-2013 | <b>Class 9:</b> Computer software, namely, interactive and remotely updateable mobile computing device application software having gaming, learning, and story-telling features for use with children's accessories including plush stuffed toys representing various animals and creatures.<br><b>Class 28:</b> Toys, games and playthings, namely plush figures and toys, stuffed figures and toys, dolls, play figures and accessories therefore, stuffed animals, electronic toys, battery operated toys, and children's multiple activity toys |
| UBOOLY<br>Australia (Madrid)                      | Ubooly, Inc. | App.<br>1539501<br>Filed 13-<br>DEC-2012<br><br>Reg. No.<br>1539501<br>Registered<br>27-JUN-2013 | <b>Class 9:</b> Computer software, namely, interactive and remotely updateable mobile computing device application software having gaming, learning, and story-telling features for use with children's accessories including plush stuffed toys representing various animals and creatures<br><b>Class 28:</b> Toys, games and playthings, namely plush figures and toys, stuffed figures and toys, dolls, play figures and accessories therefore, stuffed animals, electronic toys, battery operated toys, and children's multiple activity toys  |
| UBOOLY<br>European<br>Community (CTM)<br>(Madrid) | Ubooly, Inc. | App.<br>1146265<br>Filed 13-<br>DEC-2012<br><br>Reg. No.<br>1146265<br>Registered 9-<br>JAN-2014 | <b>Class 9:</b> Computer software, namely, interactive and remotely updateable mobile computing device application software having gaming, learning, and story-telling features for use with children's accessories including plush stuffed toys representing various animals and creatures<br><b>Class 28:</b> Toys, games and playthings, namely plush figures and toys, stuffed figures and toys, dolls, play figures and accessories therefore, stuffed animals, electronic toys, battery operated toys, and children's multiple activity toys  |
| UBOOLY<br>Japan (Madrid)                          | Ubooly, Inc. | App.<br>1146265<br>Filed 13-<br>DEC-2012<br><br>Reg. No.<br>1146265<br>Registered 1-<br>AUG-2013 | <b>Class 9:</b> Computer software, namely, interactive and remotely updateable mobile computing device application software having gaming, learning, and story-telling features for use with children's accessories including plush stuffed toys representing various animals and creatures<br><b>Class 28:</b> Toys, games and playthings, namely plush figures and toys, stuffed figures and toys, dolls, play figures and accessories therefore, stuffed animals, electronic toys, battery operated toys, and children's multiple activity toys  |



| <b>MARK COUNTRY</b>            | <b>Owner</b> | <b>APP./REG. No.</b>   | <b>GOODS/SERVICES</b>  |
|--------------------------------|--------------|--|--|
| UBOOLY<br>S. Korea (Madrid)    | Ubooly, Inc. | App.<br>1146265<br>Filed 13-<br>DEC-2012<br><br>Reg. No.<br>1146265<br>Registered 9-<br>JAN-2014 | <b>Class 9:</b> Computer software, namely, interactive and remotely updateable mobile computing device application software having gaming, learning, and story-telling features for use with children's accessories including plush stuffed toys representing various animals and creatures<br><b>Class 28:</b> Toys, games and playthings, namely plush figures and toys, stuffed figures and toys, dolls, play figures and accessories therefore, stuffed animals, electronic toys, battery operated toys, and children's multiple activity toys |
| UBOOLY<br>New Zealand (Madrid) | Ubooly, Inc. | App.<br>1146265<br>Filed 13-<br>DEC-2012<br><br>Reg. No.<br>1146265<br>Registered<br>18-JUL-2013 | <b>Class 9:</b> Computer software, namely, interactive and remotely updateable mobile computing device application software having gaming, learning, and story-telling features for use with children's accessories including plush stuffed toys representing various animals and creatures<br><b>Class 28:</b> Toys, games and playthings, namely plush figures and toys, stuffed figures and toys, dolls, play figures and accessories therefore, stuffed animals, electronic toys, battery operated toys, and children's multiple activity toys |

### Schedule B

#### Domain Names

| <b>Domain Name</b>         | <b>Registrar</b>        |
|----------------------------|-------------------------|
| <b>www.ubooly.com</b>      | <b>GoDaddy.com, LLC</b> |
| <b>www.ubooly.co</b>       | <b>GoDaddy.com, LLC</b> |
| <b>www.ubooly.net</b>      | <b>GoDaddy.com, LLC</b> |
| <b>www.ubooly.org</b>      | <b>GoDaddy.com, LLC</b> |
| <b>www.smarttoy.org</b>    | <b>GoDaddy.com, LLC</b> |
| <b>www.smarttoy.com</b>    | <b>GoDaddy.com, LLC</b> |
| <b>www.getsmarttoy.com</b> | <b>GoDaddy.com, LLC</b> |

| <b>Domain Name</b>          | <b>Registrar</b>  |
|-----------------------------|---|
| <b>www.smarttoylabs.com</b> | <b>GoDaddy.com, LLC</b>   |
| <b>www.obooly.com</b>       | <b>Brandon Gray Internet Services, Inc. DBD<br/>Namejuice.com</b> |
| <b>www.ubachi.com'</b>      | <b>GoDaddy.com, LLC</b>   |
| <b>www.ubatchi.com</b>      | <b>GoDaddy.com, LLC</b>   |
| <b>www.uboolygames.com</b>  | <b>GoDaddy.com, LLC</b>   |
| <b>www.uboo.ly</b>          | <b>101domain, Inc.</b>  |
| <b>www.ubooley.com</b>      | <b>GoDaddy.com, LLC</b>   |
| <b>www.parentstudio.com</b> | <b>GoDaddy.com, LLC</b>   |