

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM343189

<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 Holdings, LLC		03/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Smart Toy, LLC		
<b>Street Address:</b>	2711 Centerville Road		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19808		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4282790	UBOOLY	
<b>Registration Number:</b>	4196164	SMART TOY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	513-977-81		
<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>	513-977-8200		
<b>Email:</b>	jill.hurrelbrink@dinsmore.com		
<b>Correspondent Name:</b>	Dinsmore & Shohl LLP		
<b>Address Line 1:</b>	255 East Fifth Street, Suite 1900		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>NAME OF SUBMITTER:</b>	Karen Kreider Gaunt		
<b>SIGNATURE:</b>	/Karen Kreider Gaunt/		
<b>DATE SIGNED:</b>	06/02/2015		
<b>Total Attachments: 6</b>			
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### Assignment of Patents and Trademarks

This Assignment of Patents and Trademarks ("Assignment") is between Smart Toy Holdings, LLC, a Delaware limited liability company, with a listed address of 2711 Centerville Road, Suite 400, Wilmington Delaware 19808 ("Assignor") and Smart Toy, LLC, a Delaware limited liability company, with a listed address of 2711 Centerville Road, Suite 400, Wilmington Delaware 19808 ("Assignee").

WHEREAS, ASSIGNOR is the owner of all of the right, title and interest in and to the intellectual property including the patent filings and trademarks set forth in Schedules A-C attached hereto, as well as any other inventions, works, and/or filings derived from, claiming the benefit of, or otherwise related to the patent filings or trademarks set forth in Schedules A-C (collectively, the "IP") and all of the goodwill associated with the IP, and desires to assign, transfer and sell to ASSIGNEE the IP (including all patents and trademarks), all of the goodwill associated with the IP, and desires to assign, transfer and sell to ASSIGNEE the IP, and all of the goodwill associated therewith and any portion of ASSIGNOR'S business connected to the IP; and

WHEREAS, ASSIGNEE is desirous of acquiring ASSIGNOR'S entire right, title and interest in and to the IP, all of the goodwill associated therewith and any portion of ASSIGNOR'S business connected with the IP.

NOW, THEREFORE, for (\$100) and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, ASSIGNOR hereby assigns, transfers and sells, nunc pro tunc effective March 10, 2015, to ASSIGNEE, its successors, and assigns, ASSIGNOR'S entire right, title and interest in and to the IP, including the goodwill associated therewith; any portion of ASSIGNOR'S business connected with the IP; any and all divisions, continuations, substitutions, renewals, re-examination, extension and reissues of the IP; any and all trademark, service mark and trade name registrations and applications therefore; any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the IP; all causes of action (in law and/or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution of the rights assigned to ASSIGNEE hereunder, and all rights, including the goodwill, corresponding thereto.

ASSIGNOR agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by ASSIGNEE or its successors or assigns.

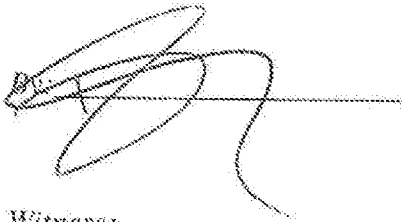
ASSIGNOR hereby agrees that, upon request, ASSIGNOR will sign all papers, and make all rightful oaths, and do all acts which said ASSIGNEE, its successors or assigns, may consider necessary in connection with said IP.

WHEREFORE, ASSIGNOR has duly executed this Assignment on the date indicated below.

ASSIGNOR:

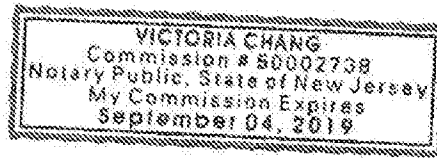
IN WITNESS WHEREOF, the ASSIGNOR has hereunto set his hand and seal as of the

30<sup>th</sup> day of April, 2015.




Witness:

State of New Jersey )  
County of Hudson ) ss



On this 30<sup>th</sup> day of April, 2015 before me a Notary Public in and for the above County and State, personally appeared the above named David Setton personally known to me, and acknowledged the execution of the foregoing assignment as a free act and deed for the purpose herein set forth.


  
Notary Public


ASSIGNEE hereby accepts and received this ASSIGNMENT.

ASSIGNEE:

IN WITNESS WHEREOF, the ASSIGNEE has hereunto set its hand as of the

30<sup>th</sup> day of April, 2015.

By:   
Print Name Daniel Setton  
Title: CEO

Witness:   
Print Name: Jack Ashkenzie  
Address: 500 Plaza Drive  
Date: April 30<sup>th</sup> 2015

**SCHEDULE A**  
**PATENT FILINGS**

Registration No./ Serial No.	Title	Status
Serial No. 13/708436-316	Interactive Toy	Pending
Provisional No. 61/568,043	A Physical Children's Toy Which Uses Mobile Phones to Deliver Content	Converted/Expired
Provisional No. 61/669,027	Interactive Toy and Associated Application	Converted/Expired
Serial No. PCT/US12/68511	Interactive Toy	Expired
Serial No. 29/427425 U.S. Patent No. D717888	Interactive Toy	Issued



SCHEDULE B  
U.S. TRADEMARKS

Mark	Registration/Application No.
UBOOLY	Reg. No. 4,282,790
SMART TOY	Reg. No. 4,196,164

**SCHEDULE C**  
**FOREIGN TRADEMARKS**

Country	Mark	Registration/Application No.
Canada	UBOOLY	Reg. No. 1607210
Madrid Protocol Filing	UBOOLY	Madrid Filing Int'l Reg. No. 1146265 Designated Countries: AU, CTM, JP, KR, NZ
Australia	UBOOLY	Int'l Reg. No. 1146265
CTM	UBOOLY	Int'l Reg. No. 1146265
Japan	UBOOLY	Int'l Reg. No. 1146265
Korea	UBOOLY	Int'l Reg. No. 1146265
New Zealand	UBOOLY	Int'l Reg. No. 1146265
Japan	SMART TOY	Serial No. 2014-1471