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FORM PTO-1596 (MODIFIED)
(REV. 6-93)
OMB NO. 0651-0011
P09/REV01



101353714

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of the conveying party(ies):
JOHN R. HEFFRON AND JOEL C. ZIMMER

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: ELEVEN ELEVEN PRODUCTIONS, LLC
Internal Address:
Street Address: P.O. Box 5847

City: Beverly Hills State: CA ZIP: 90209

Additional name(s) & address(es) attached? Yes No

Jc530 U.S. PTO
09/558960
04/25/00

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other :
Execution Date: 4/19/00

4. Application number(s) or registration number(s):
If this document is being filed together with a new application, the execution date of the application is: 4/17/00

A. Patent Application No.(s)
09558960

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: G. Thomas Williams
Internal Address: RADER, FISHMAN, GRAUER & MCGARRY, AN
OFFICE OF RADER, FISHMAN & GRAUER PLLC
Street Address: 171 Monroe Avenue, NW, Suite 600
City: Grand Rapids, Michigan 49503

6. Total number of applications and patents involved:
One (1)
7. Total fee (37 CFR 3.41):\$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: 18-0013

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

G. Thomas Williams, Reg. No. 42,228 G. Thomas Williams April 25, 2000
Signature Date

Total number of pages including cover sheet, attachments and document: 3 Atty. Docket No. 71382-1

(05/10/2000 DNGUYEN 00000253 180013 09558960
01 FC:581 40.00 CH)

G0034964

PATENT
REEL: 010769 FRAME: 0988

ASSIGNMENT

WHEREAS, JOHN R. HEFFRON AND JOEL C. ZIMMER residing, respectively, at 1080 St. Andrews Ct., Whitmore Lake, Michigan 48189 and 125 S. Clark Drive, # 6, Los Angeles, California 90048, (hereinafter "Assignors") have invented certain new and useful improvements in:

SCAVENGER HUNT-TYPE CARD-BASED GAME INCORPORATING PERSONALITY TRAIT, COMMAND AND/OR EVENT CARDS AND METHOD FOR PLAYING SAME

for a full description of which reference is here made to an application for Letters Patent of the United States of America executed by Assignors as of the respective dates associated with their respective names herein; and

WHEREAS, ELEVEN ELEVEN PRODUCTIONS, LLC, a limited liability company of the State of Michigan, having its principal office and place of business in the City of Los Angeles, State of California, (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above-identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by Assignors from Assignee is hereby acknowledged, Assignors have agreed to sell, assign, and transfer and by these presents do hereby sell, assign, and transfer unto Assignee the entire right, title, and interest in, to, and under: said invention and application above identified; any Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignors hereby covenant and agree, for themselves and for their respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this **ASSIGNMENT**.

Assignors hereby authorize and empower Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignors might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim such rights without further written or oral authorization from Assignors.

Assignors hereby consent that a copy of this **ASSIGNMENT** shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignors covenant and agree that this **ASSIGNMENT** and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

Assignors hereby authorize and request Assignee to fill in the following blanks specifying the United States Serial No. and filing date for said application above identified:

U.S. Serial No. _____
Filed _____

but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this **ASSIGNMENT**.

Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this **ASSIGNMENT**.

IN TESTIMONY WHEREOF, the said Assignors have respectively hereunto set their hands on the dates indicated below.

Dated: 4/19/00 SIGNATURE: [Signature]
NAME: JOHN R. HEFFRON

STATE OF CA)
COUNTY OF Los Angeles) ss.



On this 19 day of APRIL, 2000, personally appeared before me the above-named John R. Heffron, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth in said instrument.

[Signature]
Notary Public, Los Angeles County, CA
My commission expires: 9-27-00

Dated: 4/19/00 SIGNATURE: [Signature]
NAME: JOEL C. ZIMMER

STATE OF CA)
COUNTY OF Los Angeles) ss.

On this 19 day of APRIL, 2000, personally appeared before me the above-named Joel C. Zimmer, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth in said instrument.

[Signature]
Notary Public, Los Angeles County, CA
My commission expires: 9-27-00

