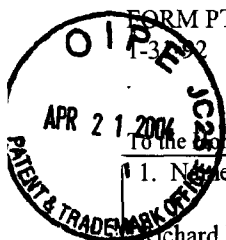


04-26-2004

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PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
Docket No.: 07530001AA

FORM PTO-1595



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

1. Name of conveying party(ies):

Richard Dillhoff

4.21.04

Additional names of conveying party(ies) attached?

☐ yes ☒ no

3. Nature of Conveyance

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _

Execution Date: April 11, 2004

2. Name and address of receiving party(ies):

Name: Funway Games, LLC

Internal Address:

Street Address: 2764 Lake Sahara Drive, Suite 111,

City: Las Vegas,

State or Country: Nevada

Zip Code: 89117

Additional name(s) & address(es) attached?

☐ yes ☒ no

4. Application number(s) or patent number(s):

Title: CARD GAME FOR LEARNING

If this document is being filed together with a new application, the execution date of the application is

A. Patent Application No(s). 10/368,350 filed on February 20, 2003

B. Patent No(s).

Additional numbers attached? ☐ Yes ☒ No

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

Charles J. Gross.
McGuireWoods LLP
1750 Tysons Boulevard, Suite 1800
McLean, Virginia 22102

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

☒ Enclosed☒ Authorized to be charged to deposit account☐ Total fee due☒ Any deficiencies in the enclosed fees

8. Deposit account number: 23-1951

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.

Charles J. Gross

Name of Person Signing

Signature

April 21, 2004

Date

04/23/2004 MGETACHE 00000128 10368350

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40.00 OP

PATENT
REEL: 015247 FRAME: 0197

ASSIGNMENT

Whereas, Assignor has invented certain new and useful processes, machines, articles of manufacture, compositions of matter, and/or improvements thereof ("Invention") disclosed in

☒ an application for United States Letters Patent entitled **CARD GAME FOR LEARNING** ("Application"), having U.S Application Serial No. 10/368,350;

☐ upon which United States Letters Patent, Patent Number _____, has issued ("Patent");

Whereas, Assignor desires to convey all rights, title and interests in and to the same to Funway Games, LLC ("Assignee"), with offices located at 2764 Lake Sahara Drive, Suite 111, Las Vegas, NV 89117;

Now, for valuable consideration by Assignee to Assignor, the receipt of which is hereby acknowledged, and for other good and valuable consideration, Assignee and Assignor hereby agree as follows: _____

Assignor hereby conveys, assigns, sells and transfers to Assignee all rights, title and interests in and to the Invention disclosed in said application and in and to any Letters Patent of the United States, any continuation, division, renewal, or substitute thereof, and hereby grant to Assignee the right to apply in its own name for patents or inventor's certificates and related rights heretofore or hereafter filed for the Invention in any and all countries, including (without limitation) all rights to claim priority based thereon, all patents granted thereon and all reissues, extensions and renewals thereof.

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.

Assignor further covenants that Assignee will, upon Assignee's request, be provided promptly with all pertinent facts and documents relating to the Invention, Patent, Application and any patents granted thereon, as may be known and accessible to Assignor, and Assignor will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to Assignee or Assignee's legal representative any and all papers, instruments or affidavits required to apply for, protect, obtain, maintain, issue, defend and enforce the Application, Patent, Invention, whether in the U.S. or any and all foreign countries and any patents granted thereon and/or for obtaining any reissue or reissues of any patent which may be granted for the invention and perform such further acts which may be necessary or desirable to carry out the intent of this agreement as the Assignee thereof shall hereafter require and prepare at assignee's expense..

IN WITNESS WHEREOF, Assignor has hereunto set hand and seal.

Assignor:

Signature: Richard Dillhoff

Print

Name: Richard Dillhoff

Address: 700 Willow St. #22, Oakland, CA 94607

Date: April 11, 2004