

6/1/09

Form PTO-1515 (Rev. 03-09)
OMB No. 0651-0027 (exp. 03/31/2008)

06-19-2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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To the Director of the U.S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

1. Name of conveying party(ies) Valley-Dynamic, LLC Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>VD Acquisition, LP</u> Internal Address: _____ Street Address: <u>7216 Burns Street</u> City: <u>Richard Hills</u> State: <u>TX</u> Country: <u>USA</u> Zip <u>76118</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>May 8, 2009</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____		4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) _____ B. Patent No.(s) <u>5,072,880; 5,071,137; 5,240,250; 5,333,864; 5,419,555; 5,641,163</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Paul B. Sander</u> Internal Address: _____ Street Address: <u>2801 Network Blvd., Suite 600</u> City: <u>Frisco</u> State: <u>TX</u> Zip: <u>75034</u> Phone Number: <u>469-287-3948</u> Fax Number: <u>469-227-6573</u> Email Address: <u>paul.sander@stresburger.com</u>		6. Total number of applications and patents involved: <u>6</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>240.00</u> <i>Fee Paid</i> <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)	
9. Signature: <u><i>Paul B. Sander</i></u> Signature _____ Date <u>6/19/2009</u> Paul B. Sander Name of Person Signing _____		8. Payment Information Deposit Account Number _____ Authorized User Name _____ Total number of pages including cover sheet, attachments, and documents: 6	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450



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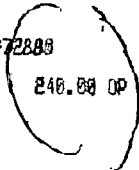
SCHEDULE A

Patent	Title	Serial Number
5,072,880	Sectional Rod Bearing for Fussball Game Structure	07/634,392
5,071,137	Table soccer game bumper structure	07/635,875
5,240,250	Game ball made by method including molding and machining steps	07/715,430
5,333,864	Table soccer playing figure	07/954,678
5,419,555	Table soccer playing figure and method of manufacture	08/145,407
5,641,163	Table soccer playing figure	08/416,160

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made this 8th day of May, 2009, by and between Valley-Dynamo, LLC, a Delaware limited liability company ("Assignor") and VD Acquisition, LP, a Texas limited partnership ("Assignee").

WHEREAS, Assignor is the owner of the patents listed in Schedule A attached hereto and made a part hereof (the "Patents"); and

WHEREAS, Assignee wishes to acquire the entire right, title, and interest in and to the Patents as listed in Schedule A; and

WHEREAS, Assignor desires to assign to Assignee the Patents.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee the entire right, title and interest in and to the Patents including the underlying inventions described in the Patents and patent applications, all divisions, renewals, continuations and continuations-in-part thereof, and all patents which may be granted thereon and all reissues and extensions thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), and the right to claim the priority date of the patent applications and legal equivalents therefor, and all applications for Letters Patents which may hereafter be filed for said Patents in any country, and all Letters Patents which may be granted for said Patents in any country hereby authorized.

Assignor requests any Official of any country whose duty it is to issue patents on applications as aforesaid, to record Assignee as the owner of all such Patents and issue all Letter Patent for said Patents to the said Assignee, as assignee of the patent applications listed on

Schedule A hereto, for the sole use of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

Assignor shall provide Assignee cooperation and assistance at Assignee's request and at Assignee's reasonable expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications for registration of the Patents assigned herein; (2) in the prosecution or defense of any interference, opposition, cancellation, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including testifying as to any facts relating to this Assignment or to the patent rights assigned herein; and (3) in the implementation or perfection of this Assignment.

Assignor hereby constitutes and appoints Assignee and its successors and assigns as its true and lawful attorneys in fact in connection with the transactions contemplated by this instrument, with full power of substitution to demand and receive, in the name and stead of Assignor but on behalf of and for the benefit of Assignee and its successors and assigns, any and all of the Patents hereby conveyed, assigned, and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part therefor, and from time to time to institute and prosecute, in the name of Assignor or otherwise, for the benefit of Assignee or its successors and assigns, proceedings at law, in equity, or otherwise, which the Assignee or its successors or assigns deem proper in order to collect or reduce to possession or endorse any of the Patents, and to do all acts and things in relation to the Patents which Assignee or its successors or assigns reasonably deem desirable.

[Signatures on Following Page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by their duly authorized officers or agents on the date first written above.

VALLEY-DYNAMO, LLC

VD ACQUISITION, LP

**By: Kelye B. Stites, Inc.,
Its General Partner**

By: Randall Altman
Name: Randall Altman
Title: Vice president

By: _____
Name: _____
Title: _____

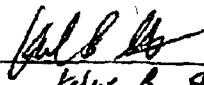
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by their duly authorized officers or agents on the date first written above.

VALLEY-DYNAMO, LLC

VD ACQUISITION, LP

By: Kelye B. Stites, Inc.,
Its General Partner

By: _____
Name: _____
Title: _____

By: 
Name: Kelye B. Stites
Title: president

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