

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Confirmatory Assignment
CONVEYING PARTY DATA	
Name	Execution Date
Michelle Montgomery	09/29/2009
RECEIVING PARTY DATA	
Name:	Play Incorporated
Street Address:	2890 Kilgore Road
City:	Rancho Cordova
State/Country:	CALIFORNIA
Postal Code:	95670
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6380950
CORRESPONDENCE DATA	
Fax Number:	(314)667-3633
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	THOMPSON COBURN LLP/B. Volk
Address Line 1:	One US Bank Plaza
Address Line 4:	St. Louis, MISSOURI 63101
ATTORNEY DOCKET NUMBER:	45885-51189
NAME OF SUBMITTER:	Benjamin L. Volk, Jr.
Total Attachments: 3 source=MontgomeryAssignment#page1.tif source=MontgomeryAssignment#page2.tif source=MontgomeryAssignment#page3.tif	

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CONFIRMATORY ASSIGNMENT OF PATENT RIGHTS

For valuable consideration, the receipt and sufficiency of this Confirmatory Assignment of Patent Rights (the "Assignment") which is hereby acknowledged, on this 29 day of September, 2009, Michelle Montgomery, as sole heir of and successor in title to Joseph Paul Montgomery, deceased, who previously resided in Granite Bay, CA, Michael Richard Young Moore, residing in Rancho Cordova, CA, Stephen A. Hartford, residing in Folsom, CA, Mark R. Mooneyham, residing in Folsom, CA, Daniel A. Kaye, residing in San Francisco, CA, Kenneth A. Turcotte, residing in Folsom, CA, Steven R. Kell, residing in El Dorado Hills, CA, and Stephan D. Schaem, residing in Citrus Heights, CA ("Assignor"), to ensure that the assignment dated April 1, 1999 (Montgomery; Moore), March 23, 1999 (Kell), March 19, 1999 (Hartford; Kaye), and March 18, 1999 (Mooneyham; Schaem) Assignment and filed with the United States Patent and Trademark Office on April 19, 1999 at Reel/Frame 009897/0091, is completed, hereby sell, assign, and transfer to Play Incorporated, a California corporation, with an address at 2890 Kilgore Road, Rancho Cordova, CA 95670 ("Assignee"), the full extent of all right, title, and interest in and to any and all of the following (collectively, the "Rights"):

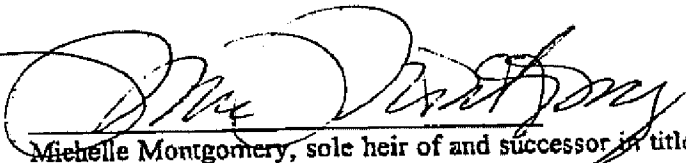
1. U.S. Patent 6,380,950 ("the Patent");
2. Patent Application Serial No. 09/233,687 filed on January 19, 1999, which issued as the Patent (the "Application");
3. All inventions claimed or described in any or all of the Patent or the Application (collectively, the "Inventions");
4. All rights with respect to the Inventions, including all U.S. patents or other governmental grants or issuances that may be granted with respect to the Inventions or from any direct or indirect divisionals, continuations, continuations-in-part, or other patent applications claiming priority rights from the Patent or the Application ("Potential Patents");
5. All reissues, reexaminations, extensions, or registrations of the Patent or Potential Patents;
6. All non-United States patents, patent applications, and counterparts relating to any or all of the Inventions, the Application, the Patent, or Potential Patents, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances ("Foreign Rights"), and including the right to file foreign applications directly in the name of Assignee, its successors and assigns;
7. The right to claim priority rights deriving from the Application;
8. All causes of action and remedies related to any or all of the Application, the Patent, the Inventions, Potential Patents, or Foreign Rights (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and
9. Any and all other rights and interests arising out of, in connection with, or in relation to the Application, the Patent, the Inventions, Potential Patents, or Foreign Rights.

Assignors will not sign any writing or do any act conflicting with this Assignment, and will sign all documents and do such additional acts as Assignee, its successors, legal representatives, and assigns deem necessary or desirable to perfect enjoyment of the Rights, conduct proceedings regarding the Rights (including any litigation or interference proceedings), or perfect or defend title to the Rights. Assignee shall compensate Assignors for any reasonable, documented disbursements and time incurred in connection with providing assistance in connection with any enforcement or other infringement action regarding the Rights, under a

standard billable hour rate of Assignors; provided that Assignors shall have furnished Assignee an advance, written estimate of the fees and costs for such assistance and Assignee shall have agreed in writing to pay such fees and costs. Assignors request the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon any of the Rights in the name of the Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, legal representatives, and assigns and will be binding upon Assignors, their successors, legal representatives and assigns.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

By: 
 Michelle Montgomery, sole heir of and successor in title to Joseph Paul Montgomery (Signature MUST be attested)

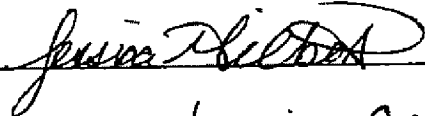
ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of Michelle Montgomery to the above Confirmatory Assignment of Patent Rights and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
2. Michelle Montgomery is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on Sept. 29, 2009 to execute the above Confirmatory Assignment of Patent Rights.
3. Michelle Montgomery subscribed to the above Confirmatory Assignment of Patent Rights as the sole heir of and successor in title to John Paul Montgomery.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on 9/29/09 (date)



Print Name: Jessica Gilbert