

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Timothy R. Pryor	08/06/2010
RECEIVING PARTY DATA	
Name:	Motion Games, LLC
Street Address:	800 Brazos St.
Internal Address:	Suite 400
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12941304
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ATTORNEY DOCKET NUMBER:	142356.142961-US
NAME OF SUBMITTER:	Vito A. Ciaravino
Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif	

OP \$40.00 12941304

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT is effective as of August _____, 2010

WHEREAS, Dr. Timothy R. Pryor, (the "*Assignor*"), is the owner of the patents and patent applications listed on Schedule A hereto (the "*Patents*");

WHEREAS, Assignor is desirous of transferring all of his rights in and to the Patents to Motion Games, LLC, a Texas limited liability company, located at 4148 Stonehenge Drive, Sylvania, Ohio 43560 (the "*Assignee*" and together with Assignor, the "*Parties*"); and

WHEREAS, Assignor hereby covenants that he has the full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreement in conflict with this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, and conveys to Assignee, all right, title and interest in and to the Patents, and any reissues, reexaminations, extensions, and foreign patents and patent applications thereof, and, except as otherwise provided on Schedule A, any rights to file applications claiming the benefit of one or more of the Patents and receive patents that issue from said applications and from applications included in the Patents;

AND, the foregoing assignment of the Patents includes all rights to sue for past, present, and future infringement, including the right to collect and receive any damages, royalties, or settlements for such infringements, all rights to sue for injunctive or other equitable relief, and any and all causes of action relating to any of the Patents;

AND, Assignor hereby requests the Director of the United States Patent and Trademark Office (the "*Director*"), as well as his or her non-US counterparts in the non-US jurisdictions

which exercise authority over any of the Patents to record this Patent Assignment, and Assignor hereby further requests the Director and his or her non-US counterparts to issue any and all patents resulting from the Patents or, except as otherwise provided on Schedule A, from applications claiming the benefit of one or more of the Patents to Assignee as assignee of the entire interest therein;

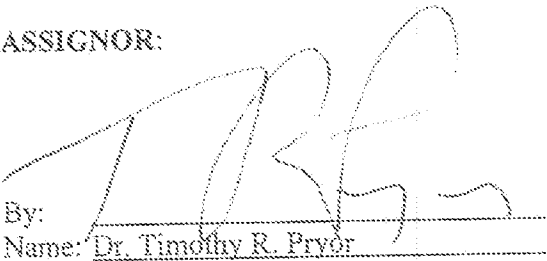
AND, Assignor hereby agrees to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of the Patents or in the preparation or prosecution of any substitute, renewal, reexamination, or reissue applications or in any amendments, extensions, or interference proceedings, or other applications for patents of any region or country, that may be necessary to secure to Assignee its interest and title in the aforementioned Patents;

AND, Assignor hereby further covenants and agrees that it will communicate to Assignee any and all facts known to it respecting said Patents, and testify in any legal proceeding, sign all lawful papers, execute and deliver all papers and take any actions that may be necessary or desirable to perfect the title to any of the Patents;

AND, the Parties agree that this Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of Assignor and Assignee.

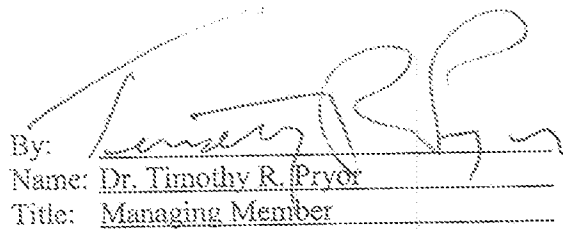
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their authorized representatives as of the date first set forth above.

ASSIGNOR:

By: 
Name: Dr. Timothy R. Pryor

ASSIGNEE:

Motion Games, LLC

By: 
Name: Dr. Timothy R. Pryor
Title: Managing Member

SLK_TOL #1769309v2

Schedule A

Patents

5982352

7098891

7328119

7693584

7756297

Patent now issuing from the recently issued notice of allowance relating to the pending 11/186898 application.

Pending Patent Applications

A continuation with motion sensing game claims to be filed before issuance of the 11/186898 patent. See Patent list above. Additional continuations with claims other than motion sensing game claims may only be filed by Assignor and will not be owned by Assignee.

12/358404. Continuations with claims other than motion sensing game claims or exercise related health claims may only be filed by Assignor and will not be owned by Assignee.

Recent 12/754285 continuation of '584 patent above. Additional continuations with claims other than motion sensing game claims or exercise related health claims may only be filed by Assignor and will not be owned by Assignee.

A new continuation, with motion sensing game claims, to be filed relating to recent 12/824281 continuation of '297 patent above. The '281 application does not have game claims, but rather has cell phone control related claims. Additional continuations with claims other than motion sensing game claims may only be filed by Assignor and will not be owned by Assignee.