

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Fundex Games, Ltd.	12/20/2012
RECEIVING PARTY DATA	
Name:	Poof-Slinky Fundex LLC
Street Address:	45400 Helm Street
City:	Plymouth
State/Country:	MICHIGAN
Postal Code:	48170
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7874947
Patent Number:	7717426
Patent Number:	7303458
Patent Number:	D484922
CORRESPONDENCE DATA	
Fax Number:	8046982007
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	804-775-1071
Email:	rvance@mcguirewoods.com
Correspondent Name:	Robin C. Vance
Address Line 1:	901 E. Cary Street
Address Line 4:	Richmond, VIRGINIA 23219
ATTORNEY DOCKET NUMBER:	2064635-0004
NAME OF SUBMITTER:	Robin C. Vance
Signature:	/Robin Vance/

OP \$160.00 7874947

Date:

06/27/2013

Total Attachments: 5

source=Patent Assignment#page1.tif

source=Patent Assignment#page2.tif

source=Patent Assignment#page3.tif

source=Patent Assignment#page4.tif

source=Patent Assignment#page5.tif

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is entered into and made effective as of December 21, 2012, between Fundex Games, Ltd., a Nevada corporation ("Assignor"), and POOF-SLINKY FUNDEX LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the patents and patent applications listed on the attached Schedule A (the "Patents");

WHEREAS, Assignor and POOF-Slinky, Inc., a Michigan corporation ("Buyer") have entered into that certain Asset Purchase Agreement, dated as of November 30, 2012 (as amended by Amendment No. 1 thereto, dated as of the date hereof, by and between Buyer and Assignor, the "Purchase Agreement"), pursuant to which Buyer agreed to purchase and acquire, or cause one or more of its designees to purchase and acquire, certain assets from Assignor, including the Patents; and

WHEREAS, Assignee (as designee of Buyer) desires to purchase and acquire from Assignor, and Assignor desires to sell, convey, assign, transfer and deliver to Assignee (as designee of Buyer), all of Assignor's right, title and interest in and to the Patents, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Effective as of the date first written above, Assignor did and hereby does sell, convey, assign, transfer and deliver to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest in and to the Patents and all inventions and discoveries disclosed therein or encompassed thereby, including all divisionals, continuations, continuations-in-part, and requests for continued examination applications based in whole or in part upon the Patents, and any and all patents or reissues granted thereon, along with all claims and causes of action against third parties for any and all past infringements of the rights being transferred, and the right to collect and retain any proceeds therefrom; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors and permitted assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurances. Assignor hereby agrees to execute, or cause to be executed, upon the reasonable request of Assignee, all patent applications, assignments, lawful oaths or other documents, and take any actions to maintain or enforce any of the Patents, or to otherwise give full effect to and to perfect the rights of Assignee under this Assignment. Assignor further agrees upon request of Assignee to supply all information and evidence of which Assignor has knowledge or possession, relating to the making and practicing of the said inventions, discoveries and Patents.

3. Governing Law. This Assignment shall be construed in accordance with, and governed by, the laws of the State of Michigan as applied to contracts made and to be performed entirely in the State of Michigan without regard to principles of conflicts of law.

4. Resolving Conflict with Purchase Agreement. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof and shall be binding upon and inure to the benefit of the parties thereto and hereto and their respective successors and permitted assignees. If there is a conflict, or in the event of any ambiguity, between the terms of this Assignment and the Purchase Agreement, the Purchase Agreement shall govern.

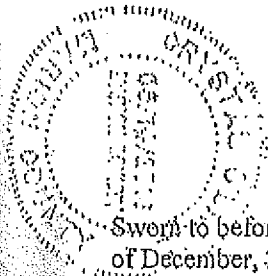
5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page of this Assignment by facsimile or portable document format (PDF) shall be effective as delivery of a manually executed counterpart hereof.

6. Binding Effect; Assignment. This Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the parties hereunder and their respective heirs, successors and permitted assigns.

7. Section Titles. The titles of the sections of this Assignment are for convenience only and will not in any way affect the interpretation of any section or of the Assignment itself.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed in their respective names by their duly authorized representatives as of the date first set forth above.



Sworn to before me this 21 day
of December, 2012

Notary Public

FUNDEX GAMES LTD.

By:

Name: CAM E. WILLET II
Title: PRESIDENT

POOF-SLINKY FUNDEX LLC

By: POOF-Slinky, Inc., its sole member

By: _____

Name: John M. Belniak
Title: Vice Chairman

Sworn to before me this _____ day
of December, 2012

Notary Public

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed in their respective names by their duly authorized representatives as of the date first set forth above.

FUNDEX GAMES, LTD.

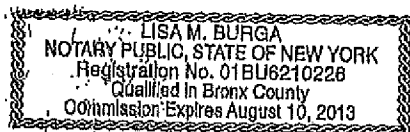
By: _____

Name: _____

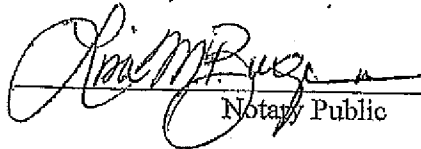
Title: _____

Sworn to before me this _____ day
of December, 2012

Notary Public



Sworn to before me this 20 day
of December, 2012



Notary Public

POOF-SLINKY FUNDEX LLC

By: POOF-Slinky, Inc., its sole member

By: _____

Name: John M. Belniak

Title: Vice Chairman

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

EXECUTION VERSION

SCHEDULE A

PATENTS

Title	Jurisdiction	Patent Number	Status	Issuance Date
Lawn Dart	U.S.	7,874,947	Issued	January 25, 2011
Self-Contained Dice Tumbler	U.S.	7,717,426	Issued	May 18, 2010
Hoop With Weighted Member	U.S.	7,303,458	Issued	December 4, 2007
Domino Game Hub	U.S.	D484,922	Issued	January 6, 2004

13

14

15

16

17

18

19

20

21

22

23

24