PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	01/22/2015	

CONVEYING PARTY DATA

Name	Execution Date
IZOOM, LLC	10/02/2015

RECEIVING PARTY DATA

Name:	FUNTOY, LLC	
Street Address:	934 SUNSET HILLS AVE.	
City:	GRAND RAPIDS	
State/Country:	MICHIGAN	
Postal Code:	49534	

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	61230018
Application Number:	12845980
Application Number:	13834511

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ATTORNEY DOCKET NUMBER:	15655-000001-US	
NAME OF SUBMITTER:	MICHAEL MALINZAK	
SIGNATURE:	/MichaelMalinzak/	
DATE SIGNED:	10/07/2015	

Total Attachments: 2

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PATENT 503514252 REEL: 036752 FRAME: 0321

NUNC PRO TUNC ASSIGNMENT

The following Patent Applications ("Patent Applications") disclose, whether claimed or unclaimed, inventions ("Inventions"):

- U.S. Provisional Application No. 61/230,018, filed on July 30, 2009, titled Waterslide Assembly and System;
- U.S. Application No. 12/845,980, filed July 29, 2010, now Patent No. 8,419,557, issued April 16, 2013, titled Waterslide Assembly and System;
- U.S. Application No. 13/834,511, filed March 15, 2013, now Patent No. 9,072,978, issued July 7, 2015, titled Waterslide Assembly and System;

FunToy, LLC ("Assignee"), which has a place of business at 934 Sunset Hills Ave., Grand Rapids, MI 49534, acquired all right, title, and interest in and to "Intellectual Property," as defined below, from iZoom, LLC ("Assignor"), which has a place of business at 934 Sunset Hills, Grand Rapids, MI 49534, on January 22, 2015 (the "Effective Date").

For good and valuable consideration, the receipt and adequacy of which is acknowledged, as of the Effective Date Assignor irrevocably assigns, sells, and transfers all legal and equitable right, title, and interest in and to the Intellectual Property to Assignee. Assignee acknowledges and accepts the assignment, sale, and transfer. The right, title, and interest shall be held and enjoyed by Assignee and Assignee's successors in interest to the full end of any term, and to the full extent, as the Intellectual Property would have been held and enjoyed by Assignor if no assignment had been made to Assignee.

The Intellectual Property includes:

- a. the Inventions;
- b. the Patent Applications;
- c. any application to which one of the Patent Applications could have claimed priority or benefit directly or indirectly, where "application" encompasses (i) applications filed under the laws and treaties of the United States, other countries, regions, and international bodies, (ii) provisional patent applications and non-provisional patent applications, and (iii) other applications for the protection of intellectual property, including applications for utility models, design patents, and statutory invention registrations;
- d. any application that claims or could have claimed priority to or benefit of one of the Patent Applications directly or indirectly (including divisionals, continuations, continuations-in-part, patents of addition, and non-U.S. applications);
- e. any application, whether or not linked by priority/benefit claim to the Patent Applications, that describes or claims at least one of the Inventions;
- f. any official grant (including a United States Patent) arising from any application identified in parts (a)–(e);
- g. any modification or extension of any official grant, including reissues, reexaminations, renewals, substitutes, patents of addition, and extensions; and
- h. all interest in works of authorship related to the Inventions, whether reproduced in the Patent Applications or not, and including computer code, user interfaces, graphic works, and the Patent Applications themselves, including the written descriptions, the drawings, and the claims.

The right, title, and interest include:

- a. the right to claim priority to any application, official grant, and modification or extension of the Intellectual Property;
- b. all copyrights and other rights associated with the Intellectual Property in each jurisdiction, including, for any work of authorship, the exclusive rights to (i) produce copies or reproductions of the work of authorship and sell those copies or reproductions, (ii) import and export the work of authorship, (iii) create derivative works of the work of authorship, (iv) perform or display the work of authorship publicly, and (v) transmit or display the work of authorship electronically; and
- c. all rights to sue for, and recover for, infringements of, or liabilities for, the Intellectual Property, including those infringements occurring and liabilities accruing prior to execution of this Assignment.

PATENT REEL: 036752 FRAME: 0322 Assignor requests, in each country in which an application encompassed by the Intellectual Property is filed, that any official whose duty it is to make an official grant (such as the Director of the country's Patent Office) issue the official grant to Assignee.

Assignor represents that Assignor has not, and agrees that Assignor will not, enter into any assignment, sale, license, agreement, transfer, or encumbrance that would conflict with this Assignment. Assignor further agrees not to challenge, or assist in any challenge to, the intellectual Property.

Assignor agrees to fully cooperate ("Cooperation") with Assignee and Assignee's successors in interest to (i) acquire or defend title to the Intellectual Property, (ii) make, prosecute, and issue applications identified in the Intellectual Property, (iii) defend the validity of the Intellectual Property, and (iv) enforce the Intellectual Property. The cooperation encompasses proceedings in front of administrative tribunals (such as an appeals board of the United States Patent and Trademark Office or the Patent Office of any other country, region, or international body) and in courts of law or equity in any country, region, or international body. The proceedings include litigation (such as disputes regarding validity, infringement, and indemnification), reexamination proceedings, reissue proceedings, interference proceedings, derivation proceedings, opposition proceedings, post-grant review, inter partes review, covered business method review, and any similar proceedings.

Cooperation includes, at Assignee's request and without further or other compensation beyond the good and valuable consideration recited above, (i) promptly reviewing and executing all truthful instruments or documents, (ii) promptly providing Assignee with all pertinent facts and documents relating to the intellectual Property as may be known and accessible to Assignor, and (iii) making persons having the relevant knowledge available to testify truthfully, under oath if necessary, orally and in writing.

For any reason, including by operation of law, in any respect and in any jurisdiction:

- to the extent that the assignment, sale, and transfer falls, Assignor grants Assignee an unconditional, irrevocable, perpetual, worldwide, fully paid-up, royalty-free, exclusive license, including the right to sublicense;
- b. to the extent that the exclusive license falls, the exclusive license shall operate as a non-exclusive license; and
- c. to the extent that the non-exclusive license fails, Assignor grants Assignee, Assignee's successors in interest, and each of their respective direct and indirect customers, a covenant not-to-sue, binding on Assignor's successors in interest.

If any provision of this Assignment is determined to be invalid or unenforceable for any reason, including by operation of law, all other provisions shall remain in full force and effect, and the court or tribunal making such a finding shall substitute an enforceable provision that most closely reflects the original.

Assignor grants Harness, Dickey & Pierce, P.L.C. the power and authority to insert the corresponding application numbers and filling dates in the spaces provided above for any of the Patent Applications after execution of this Assignment.

Member, IZoom, UC

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Date

Member, FunToy, LLC

Date

Witness 1:

Name: (Jayme Thay

Witness 2: Samo

Name: Sandra Thayer

Witness 1:

Name: Jayme Thayer

Witness 2:

Name: Sandra Thayer

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