

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Great American Puzzle Factory, Inc.		10/09/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fundex Games, Ltd.		
Street Address:	P.O. Box 421309		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46242		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2906666	GREAT AMERICAN PUZZLE FACTORY	
CORRESPONDENCE DATA			
Fax Number:	(312)521-2785		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125212775		
Email:	slo@muchshelist.com		
Correspondent Name:	Much Shelist		
Address Line 1:	191 N. Wacker Dr., Suite 1800		
Address Line 2:	Adam K. Sacharoff		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	3578400.0064		
NAME OF SUBMITTER:	Adam K. Sacharoff		
Signature:	/aks/		

CH \$40.00 2906666

Date:

10/19/2007

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**Assignment**") is made as of October 9, 2007 ("**Effective Date**") by and between GREAT AMERICAN PUZZLE FACTORY, INC., a Delaware corporation ("**Assignor**"), and FUNDEX GAMES, LTD., a Nevada corporation ("**Assignee**").

RECITALS

A. Assignor is the owner of all right, title and interest in and to the United States Trademark Registration listed on Exhibit A, all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof and all other rights associated therewith (collectively, the "**Intellectual Property**").

B. Assignor now desires to transfer to Assignee all of its rights, titles and interests in the Intellectual Property.

CLAUSES

1. Consideration. For good and valuable consideration, the receipt and sufficiency of which Assignor specifically acknowledges, Assignor grants, conveys, transfers, alienates, sells and assigns the Intellectual Property to Assignee.

2. Grant of Rights to Intellectual Property. Assignor grants, conveys, transfers, alienates, sells and assigns to Assignee, for and throughout the world, Assignor's rights, titles and interests (legal, equitable, use and otherwise) in and to any and all of the following: (i) the right to file and register the Intellectual Property in Assignee's name with any governmental authority; (ii) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) rights to sue for, collect and retain damages predicated on present or future infringements of the Intellectual Property, as well as all other claims and rights to damages associated with the Intellectual Property, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iv) all goodwill associated with the Intellectual Property.

3. Further Instruments. Assignor may execute, acknowledge and deliver to Assignee, such further instruments and documents which relate to the Intellectual Property as set forth in this Assignment as Assignee may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Assignee's exclusive rights to the Intellectual Property and all claims or rights thereunder.

4. No Retained Rights. Assignor's assignment of the Intellectual Property to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Intellectual Property, whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title or interest in the

Intellectual Property. Assignor acknowledges and agrees that the Intellectual Property constitutes the sole and exclusive property of Assignee.

5. **Authorization.** Assignor represents and warrants that it has full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee all rights in and to the Intellectual Property; and (iii) to perform all of its obligations under this Assignment. Assignor further represents and warrants that it has taken all corporate actions necessary to authorize the preceding.

6. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of Assignee, its successors and assigns and Assignor. This Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this Assignment. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument which concerns or affects the subject matter of this Assignment.

7. **Complete Understanding.** This Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument which both parties sign.

8. **Severability.** If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Assignment's other provisions, and this Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

9. **Waiver.** A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

{Signature Page Follows}

The parties have executed this Intellectual Property Assignment Agreement as of the Effective Date.

Assignor:

GREAT AMERICAN PUZZLE FACTORY,
INC., a Delaware corporation

Address:

16 South Main Street
South Norwalk, CT 06854
Fax: (203) 849-9300

By: 

Signature

Printed Name: Patricia Duncan

Title: President

Assignee:

FUNDEX GAMES, LTD., a Nevada
corporation

Address:

P.O. Box 421309
Indianapolis, IN 46242
Fax: (317) 248-1086

By: 

Signature

Printed Name: Carl E. Viorio

Title: President

EXHIBIT A

U.S. TRADEMARKS

Registration No.	Registration Date	Mark	Status
78325636	11/30/2004	GREAT AMERICAN PUZZLE FACTORY	LIVE