

## 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
Fundex Games, Ltd		03/18/2012	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Really Big Ideas LLC		
Street Address:	815 South Meramec Ave		
City:	Clayton		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3321844	GASSY GUS	
CORRESPONDENCE DATA			
Fax Number:	(314)863-4427		
Phone:	3147052830		
Email:	weinstockb@gmail.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Brian F. Weinstock		
Address Line 1:	815 South Meramec Ave		
Address Line 4:	Clayton, MISSOURI 63105		
NAME OF SUBMITTER:	Brian F. Weinstock		
Signature:	/Brian F. Weinstock/		
Date:	03/26/2012		
Total Attachments: 9			

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source=Gassy Gus001#page6.tif  
source=Gassy Gus001#page7.tif  
source=Gassy Gus001#page8.tif

**Really Big Ideas LLC**  
815 South Meramec Ave  
Clayton, Missouri 63105  
(314) 705-2830  
weinstockb@gmail.com

3/26/2012

Attn:  
USPTO

Re: Assignment of Gassy Gus Trademark, Registration #3321844

To Whom it May Concern:

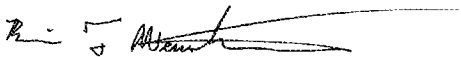
Pursuant to the Gassy Gus Master License Agreement dated 7/1/2006, a copy of which is included with this letter; the assignment of the trademark, "Gassy Gus" (registration #3321844) will automatically transfer from Fundex Games, Ltd. to Really Big Ideas LLC upon termination of said agreement under paragraph 8.2 which reads in part:

"...Upon termination of this license, all rights granted to Company by Licensor will automatically and without further notice revert to Licensor, including specifically, but not limited to, any ... trademarks, trademark applications,..., the rights to the name of Property or any of the Articles therein, all goodwill and all other rights associated with the Property whether obtained by Licensor or Company."

Which assignment is referred to furthermore under Exhibit D, which reads in part, " Company acknowledges and agrees that, as between Licensor and Company, Licensor owns all right, title and interest in and to...the trademark, "Gassy Gus".

As said agreement was terminated on 3/18/2012 via termination letter, a copy of which is included with this letter; the assignment of the trademark, "Gassy Gus" (registration #3321844) from Fundex Games Ltd. to Really Big Ideas LLC shall be effective as of 3/18/2012.

Regards,



Brian Weinstock  
Manager, Really Big Ideas LLC

**Really Big Ideas! LLC**  
815 South Meramec Ave  
Clayton, Missouri 63105  
(314) 705-2830  
weinstockb@gmail.com

3/18/2012

Attn:  
Chip Voigt  
President  
Fundex Games Ltd  
1570 Perry Rd  
Plainfield, IN 46168  
Delivered via fax to 317 248 1086

Re: Termination of Contract

Chip Voigt:

This letter shall serve as formal termination of the Gassy Gus Master License Agreement dated 7/1/2006 (and hereinafter referred to as the Agreement).

Under paragraph 8.1 of the Agreement, Really Big Ideas LLC has the right to terminate the Agreement if Fundex Games Ltd commits a breach and fails to cure such breach within 30 days after receiving written notice of such breach.

Really Big Ideas LLC delivered written notice of breach to Fundex games Ltd via fax on 2/15/2012 regarding its failure to make timely payment of the Q4 2011 royalty due of \$5592.70. As said payment has not been paid, and as the 30 day cure period has now elapsed, Really Big Ideas LLC hereby terminates the Agreement.

As a result of said termination, under paragraph 8.2 of the Agreement all rights granted to Fundex Games Ltd with regards to Gassy Gus are hereby automatically reverted to Really Big Ideas LLC, including but not limited to all copyrights, trademarks, merchandising and licensing rights as well as all goodwill and other rights associated with the Gassy Gus and all such rights are returned free and clear of any and all liens and encumbrances.

Regards,



Brian Weinstock  
Manager, Really Big Ideas LLC

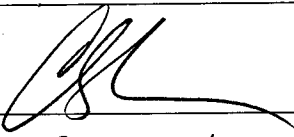
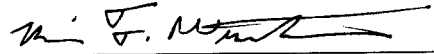


**GASSY GUS  
MASTER LICENSE AGREEMENT  
(COVER PAGE)**

<b>"Licensor":</b>	Really Big Ideas LLC 8012 Seminole Place St. Louis, MO 63105
<b>Agreement Overview:</b>	Licensor has the exclusive right to grant the rights which are the subject of this agreement on behalf of itself, as applicable, to the Company. The Company desires to acquire from the Licensor, and the Licensor is willing to grant to the Company the right and license to all Licensed Material on the terms and subject to the conditions set forth in this Agreement.
<b>"Effective Date":</b>	July 1, 2006
<b>"Term":</b>	The Agreement shall continue for an initial period ending December 31, 2008, and remain in effect until it is terminated pursuant to Section 8, or the end of one (1) year beyond the date of the last sale (as per Company's invoice date) made by Company of any one of the versions of the Licensed Material under this agreement. The term shall automatically renew for additional 2 year terms, provided that Company pays a minimum of \$25,000USD in royalties on this license to Really Big Ideas LLC in the initial term and any subsequent 2 year terms.
<b>"Licensed Material":</b>	Licensor has developed the invention, technology, product concept and/or proprietary subject matter described in <i>Exhibit B</i> attached hereto (the " <b>Licensed Item(s)</b> "), and/or the trademarks that are presently used or have been used in connection with the Licensed Item(s) identified on <i>Exhibit B</i> (the " <b>Mark(s)</b> "). The Licensed Item(s), the Mark(s), and all materials related thereto that are to be licensed under this Agreement may collectively be referred to herein as the " <b>Licensed Material</b> ".
<b>"Non-Refundable Advance":</b>	Six Thousand Dollars (\$6000.00)
<b>"Royalties":</b>	The amount of Royalties are set forth on <i>Exhibit C</i> attached hereto.
<b>"Territory":</b>	Worldwide
<b>Release Date:</b>	Company agrees to devote its best efforts to preparing product based on the Licensed Material for production, display, and offering for sale no later than October 31 <sup>st</sup> , 2006 and to use reasonable efforts to manufacture, promote, and sell product based on the Licensed Material to be shipped to customers no later than Aug 31, 2007.
<b>Licensor's Notice Address:</b>	Really Big Ideas LLC 8012 Seminole Place St. Louis, MO 63105 Facsimile: (314) 863 4427 Attn: Brian Weinstock
<b>Company's Notice Address:</b>	Fundex Games, Ltd., P.O. Box 421309, Indianapolis, IN 46242 Facsimile: 317-248-1086, Attn: Chip Voigt
<b>Exhibits:</b>	Exhibit A (General Terms & Conditions) Exhibit B (Licensed Material) Exhibit C (Royalties and Payment Information) Exhibit D (Additional Terms and Conditions)

This Master License Agreement (this "**Agreement**"), dated as of the Effective Date specified above, is made and entered into by and between Fundex Games LTD. located at: ("**Company**"), and the Licensor specified above. Company and Licensor are each sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**". This Agreement consists of this Cover Page together with all of the "Exhibits" specified above. This Agreement is not an offer by Company and is not effective unless and until executed by both Parties.

IN WITNESS WHEREOF, Company and Licensor hereby agree to all terms of this Agreement effective as of the Effective Date.

Company:		Licensors:	
Signature		Signature	
Type/Print Name	Camp Voice	Type/Print Name	BRIAN F. WEINSTEIN
Title	Pres. IA	Title	MEMBER / MANAGER
Date	6/28/06	Date	7/5/2006

**Exhibit A**  
**General Terms and Conditions**

**1. Grant of Exclusive License.** Licensor hereby grants to Company an exclusive license (the "**License**") to all Licensed Material and all derivatives created by licensor and/or company thereto for the purpose of manufacturing, reproducing, displaying, distributing and selling products based on the Licensed Item(s) ("**Products**") in the Territory (as defined on the Cover Page) and the right to use the Mark(s) for any legitimate business purpose related to the License. Without limiting the generality of the foregoing, the License includes the right for Company to use and exploit the Mark(s) in connection with the Licensed Item(s) and the likeness of the Licensed Item(s) for advertising and promotion of products based upon the Licensed Material. Company agrees that the Licensed Material, as between Company, and Licensor, is owned by Licensor. All rights not specifically granted to Company remain with LICENSOR.

**2. Royalties/Advances.**

**2.1 Advance and Royalties.**

**(a) Non Refundable Advance.** Company shall pay Licensor the Non Refundable Advance within ten (10) days after the Effective Date. The Advance is not refundable. The Royalties shall be offset against the Advance in full.

**(b) Royalties.** Company shall pay to the Licensor the Royalties based upon a percentage of Net Sales, as hereinafter defined, of the Products by the Company. Payment shall be made in U. S. Dollars in the United States of America as instructed in **Exhibit C**. All Royalties for an accounting period computed in other currencies shall be converted into U. S. dollars at the exchange rates quoted in the Wall Street Journal for such currency at the close of business on the last business day of each fiscal quarter of the Company during the Term hereof. Royalty payments shall be accompanied by a statement of account that specifies in reasonable detail the Royalty calculations. If Company fails to pay Royalties when due (after a full offset against the Advance), Company shall pay interest in the amount of one and one-half percent per month.

**2.2 Net Sales.** Net sales is defined as Company's billed price, less cash and trade discounts and bona fide returns and customer allowances, not to exceed, in the aggregate, Eight Percent (8%). No cost incurred in the manufacture, sale, distribution or exploitation of the Product, its improvements, or accessories, shall be deducted from any royalties payable to Licensor.

**3. Access to Books and Records.** Company shall maintain accurate books and records with respect to the Products during the Term. During the Term and for one (1) year thereafter, a reputable certified public accounting firm reasonably approved by Company, shall have the right, upon thirty (30) days prior written notice and during reasonable business hours, to inspect the Company's books and records relating to sales of the Products on behalf of Licensor. Such auditor shall be required to sign a confidentiality agreement acceptable to Company. Further, such auditor shall limit their report to Licensor as to whether the Royalties paid were accurate without providing Licensor with any further detail on Company's books and records.

**4. Warranties.**

**4.1 Warranties by the Licensor.**

The Licensor represents and warrants that: (i) Licensor has the power and right to grant the License to the Company; (ii) during the Term the Licensor shall not grant a license to any party for any use of the Licensed Materials in the Territory; and (iii) Company's use, display, reproduction, manufacture, sale and promotion of the Licensed Materials upon information and belief, does not and will not infringe upon any rights owned by any other person or entity.

**4.2 Indemnity by the Licensor.**

Licensor hereby indemnifies and holds the Company and its officers, employees, affiliates, and all other related parties harmless from and against any and all damages, liabilities, costs and expenses, including legal fees and expenses, (collectively referred to as the "**Costs**") incurred by the Company as a result of any claim, action, proceeding or judgment arising out of or resulting from: (i) any breach by the Licensor of its representations and warranties contained in this Agreement and (ii) any breach by the Licensor of any of its other obligations under this Agreement. The provisions of this Paragraph shall survive the termination of this Agreement.

**4.3 Indemnity by the Company.**

Company agrees to indemnify and hold harmless Licensor, its officers, agents, and employees from and against any lawsuit, claim, or demand (and reasonable attorney's fees related thereto) arising out of the breach of any warranty of Company herein or the failure of Company fully to perform any of its obligations herein set forth, or arising out of any defects or alleged defects in the Product. This indemnity shall survive termination of this agreement.

**5. Product Liability Insurance.**

Company shall obtain and keep in effect during the Term, at its sole cost and expense, product liability insurance in an aggregate amount of \$2,000,000 with a \$1,000,000 umbrella liability policy, naming the Licensor as named herein, as additional insured.

**6. Infringement.**

Company and Licensor shall promptly notify each other of any suspected infringement by any third party of the rights in and to the Licensed Material licensed to the Company hereunder. Licensor, at its sole expense, shall take all actions necessary or proper to protect Company's rights under this Agreement. If Licensor fails to take action to enjoin such infringement within (30) days after Licensor knew of the infringement, Company shall have the right to take such action and offset all costs of such action from future Royalty payments to Licensor. Also, in such

event, all monies recovered from such action shall belong solely to Company.

**7. Covenant of Further Assurances.**

Each of the parties hereto shall, at the request of the other, from time to time, make, execute and deliver or cause to be made, executed and delivered, any and all such further documents, instruments, agreements and assurances, and take all such other actions as may be reasonably necessary or proper to carry out the terms and intent of this Agreement.

**8. Termination.**

**8.1 Termination by the Licensor.**

Either Party may terminate this Agreement if: (i) a Party materially breaches this Agreement and fails to cure or take reasonable measures to cure such material breach within thirty (30) days after receiving written notice specifying the nature of such material breach; or (ii) if either Party files a petition in bankruptcy (and such petition is not dismissed within thirty (30) days), is adjudicated as bankrupt, becomes insolvent, makes an arrangement or assignment for the benefit of creditors, or discontinues its business, or if a receiver or custodian is appointed for such Party or its business, or if a petition in bankruptcy is filed against a Party.

**8.2 Effect of Termination.**

Upon expiration or termination of this Agreement the Company may complete any work in process and sell its existing inventory of Products. Section 4 shall survive the termination of this Agreement.

Upon termination of this license, all rights granted to Company by Licensor will automatically and without further notice revert to Licensor, including specifically, but not limited to, any copyrights, copyright applications, trademarks, trademark applications, patents, patent applications, design patents, design patent applications, all merchandising rights, licensing rights, the rights to the name of Property or any of the Articles therein, all goodwill and all other rights associated with the Property whether obtained by Licensor or Company. Company shall return all such rights free and clear of any and all liens and encumbrances.

**9. No Joint Venture.** Nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers, and neither party shall have the power to obligate or bind the other party in any manner whatsoever

**10. Notices.** Notices required or permitted hereunder shall be in writing and shall be deemed given when served personally or sent via facsimile, one business day after being mailed by overnight courier or three business days after being mailed by registered or certified mail to the party to be notified at the address set forth for such party on the Cover Page, or to such other address as such party may request in writing.

**11. Assignment; Binding Nature.** This agreement shall be binding upon and inure to the benefit of each of the parties hereto and

their respective successors and permitted assigns. Licensor and the Inventor may assign their royalties herewith by written notice to all other parties hereto. Neither Party may otherwise assign their respective rights and obligations hereunder to any third party except in conjunction with the sale of substantially all of its assets, a change in ownership control, or the merger or consolidation of such Party with a third party.

**12. Invalidity.** If any provision of this Agreement is held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions hereof shall be deemed to be severable.

**13. Counterparts.** This Agreement may be executed in Counterparts, each of which shall be deemed an original and a facsimile signature for execution of this document will be deemed an original signature for the purpose of full execution of this Agreement.

**14. Paragraph or Other Headings.** The paragraph or other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**15. Governing Law.** This Agreement shall in all respects be interpreted, construed and governed by the laws of the State of Illinois, without giving effect to principles relating to conflict of laws and each party hereto hereby consents to the personal jurisdiction of the courts of such State and the Federal courts located in Illinois. Venue for all disputes shall be in Cook County, Illinois.

**16. Waiver.** The waiver by either party of any provision of this Agreement in any instance shall not be deemed to waive that provision with respect to future events. Except as otherwise provided in this Agreement, no course of dealing nor any delay on the part of either party in exercising any rights hereunder will operate as a waiver of any rights of such party. In no event shall there be a waiver of the provisions of this Agreement without prior written consent.

**17. Entire Agreement/Modifications.** This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings and agreements regarding the Licensed Material. Licensor acknowledges and agrees that the Company has not made and is not making, and in executing this Agreement, Licensor has not relied upon, any representations, promises or inducements except to the extent that the same are expressly set forth in this Agreement. This Agreement shall not be altered or modified except in writing, duly executed by the Licensor and the Company.

**18. Confidentiality.** The Company, the Licensor and the Inventor shall keep all non-public information of the other parties including the terms of this Agreement and any royalty reports or other information submitted pursuant to this Agreement confidential, and shall not disclose such information to any other person, firm, corporation or entity or use such confidential information for its own purposes.



**Exhibit B**  
**Licensed Material**

## Gassy Gus

Gassy Gus is a strategy and action game where you need to feed Gassy Gus his dinner. Game consists of a Gassy Gus human figure (seated at a table or surface) and a number of playing cards. Players take turns playing food cards and then pumping a mechanism as specified on the card played.

Pumping the mechanism causes a balloon representing Gus' stomach to grow and grow as it becomes filled with air. At some random point, around 18 pumps, a catch is released, allowing the air in the balloon to escape from Gus' stomach and emit through a sound-producing aperture hidden in the figure. This release causes a sound similar to long human fart, and causes the player on whose turn the fart occurred to draw an extra card or cards. The catch can then be reset and play continues until one player is out of cards.



Confidential  
© Really Big Ideas! LLC  
(314) 795-2830

**Exhibit C**  
**Royalties and Payment Information**

**Royalties:**

Company agrees to pay Licensor a royalty of Six percent (6%) of the net wholesale selling price of all units of any versions of the Licensed Product (as described in Exhibit B) shipped during each calendar quarter. Company shall make royalty payments on or before the 30th day of the month following said quarter on all net shipments made during the quarter. Such royalty payments shall be accompanied by a statement setting forth the gross sales, returns, and credits (including cash and trade discounts, trade allowances and customer allowances). No cost incurred in the manufacture, sale, distribution or exploitation of the Product, its improvements, or accessories, shall be deducted from any royalties payable to Licensor.

**Payment Address:**

All Payments and accompanying statements shall be sent by United States mail to Licensor at the following address:

Really Big Ideas LLC  
8012 Seminole Place  
St. Louis, MO 63105

**Exhibit D**  
**Additional Terms and Conditions**

**Acknowledgment of Intellectual Property Rights**

Company acknowledges and agrees that, as between Licensor and Company, Licensor owns all right, title, and interest in and to the copyrights of the Licensed Material, as well as to the trademarks, "Gassy Gus", and "Tootin Truman",. Licensor acknowledges and agrees that, as between Licensor and Company, Company owns all right, title, and interest in and to all trademarks used in connection with the Licensed Material, other than the trademarks, "Gassy Gus", and "Tootin Truman",.