

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.		04/03/2012	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Crowns & Andrews Pty Limited		
Street Address:	19-21 Euston Street		
City:	Rydalmere		
State/Country:	AUSTRALIA		
Postal Code:	NSW 2116		
Entity Type:	CORPORATION: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77793037	BILLIONAIRE	
CORRESPONDENCE DATA			
Fax Number:	6125732005		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-573-2000		
Email:	toneil@dbclaw.com		
Correspondent Name:	Dicke, Billig & Czaja, PLLC		
Address Line 1:	100 South Fifth Street		
Address Line 2:	Fifth Street Towers, Suite 2250		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	F735.610.101		
DOMESTIC REPRESENTATIVE			
Name:	Dicke, Billig & Czaja, PLLC		
Address Line 1:	100 South Fifth Street		

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Address Line 2: Fifth Street Towers, Suite 2250
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Michael A. Bondi
Signature:	/Michael A. Bondi/
Date:	04/26/2012
Total Attachments: 1 source=F735610101_Assignment#page1.tif	

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment") is made and entered on April 3, 2012, by and between Fundex Games, Ltd. ("Assignor") and Crown & Andrews Pty Limited ("Assignee") (collectively referred to as the "Parties").

Whereas, Assignor is the owner of US Application Number 77/793,037 for the mark BILLIONAIRE ("Mark"); and

Whereas, Assignor wishes to assign its rights in the Mark to Assignee.

Now, Therefore, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **ASSIGNMENT**: Assignor hereby assigns, sells and transfers to Assignee all of its rights, title and interest in and to the Mark, including, but not limited to: (i) all registration rights with respect to the Mark, (ii) any rights to prepare derivative marks, (iii) any goodwill related to the Mark, and (iv) all income, royalties or claims relating to the Mark due or payable on or after the date of this Assignment. Assignor and Assignee are aware of the restrictions on assigning intent-to-use trademark applications and indicate that this assignment is permissible as Assignor is the US distributor of Assignee.

2. **ASSIGNOR'S REPRESENTATIONS**: Assignor represents and warrants (i) that Assignor is the exclusive owner of the Mark, (ii) that Assignor possesses all rights, title and interest in and to the Mark, (iii) that Assignor has the power to enter into this Assignment and (iv) that the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim.

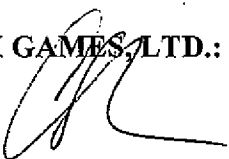
3. **CONTINUING OBLIGATIONS**: Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment.

4. **BINDING EFFECT**: The covenants and conditions contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.

5. **GOVERNING LAW**: This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed on the respective dates set forth below.

FUNDEX GAMES, LTD.:



Signature
April 3, 2012

Date
Chip Vorlus

Printed Name
CEO

Title