

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (the "Agreement") is made as of January 18, 2000 (the "Effective Date") by and between Gund, Inc. ("Assignor"), a New Jersey corporation with its principal place of business at One Runyons Lane, Edison, New Jersey 08817, and Toytime, Inc. ("Assignee"), a Delaware corporation with its principal place of business at 2459 208th Street, Suite 200, Torrance, California 90501 (hereinafter referred to collectively as the "Parties").

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the trademark BABYTIME, United States Trademark Registration No. 1,416,795 (the "Mark"), for goods in International Class 28 identified as "stuffed toys," and to the trademark covered thereby and to the goodwill and reputation of the business connected with and symbolized by this trademark;

WHEREAS, Assignor wishes to assign all rights, title and interest in and to the Mark to Assignee, and Assignee wishes to accept such assignment;

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the Parties agree as follows:

1. Assignment. Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest throughout the world in and to the Mark, together with (a) all national, foreign, state and common law registrations, applications for registration and renewals and extensions thereof, and (b) all goodwill associated therewith (collectively, the "Rights"). Assignee, by not later than April 1, 200, will dispose of any remaining inventory of its "Babytime" product.

2. Payment. As full payment for the purchase of the Rights, Assignor will pay to Assignee the sum of five hundred dollars (\$500) within five (5) days of the Effective Date.

3. Miscellaneous. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings and representations concerning such subject matter. This Agreement may not be modified except in writing, signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

GUND, INC.

By: 

Name: Bruce Raiffe

Title: President

TOYTIME, INC.

By: 

Name: DAVID R. BURHAM

Title: PRESIDENT

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