

05-13-2002



IN THE UNI

102087297

DEMARK OFFICE

RECORDATION COVER SHEET

To the Honorable Commissioner of Patents and Trademarks:
Please record the attached original documents or copy thereof.

Name of Conveying Party: Steven Schnier, an Individual *4-29-02*

Name and Address
of Receiving Party: Wild Planet Toys, Inc., a California Corporation
98 Battery Street
Suite 300
San Francisco, CA 94111

Nature of Conveyance: **Corrective**

Execution Date: January 7, 2002

Trademark: **SPY GEAR TOP SECRET TOYS**
Application No.: **78/083726**

Address Correspondence to: Jamie L. Dupree, Esq.
Dodd, Futterman & Dupree, LLP
351 California Street
Suite 1100
San Francisco, CA 94104

OFFICE OF THE CLERK OF RECORDS
799 APR 29 AM 9:10
FINANCE SECTION

Total Number of Applications
and Registrations involved: One (1)

Total Fee (Enclosed) \$40.00

Statement and Signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true and correct copy of the original document.

Jamie L. Dupree

Jamie L. Dupree
Dodd, Futterman & Dupree, LLP
Attorneys for Wild Planet Toys, Inc.

Date: *4/29/02*

05/10/2002 LUNELLER 00000036 78083726
01 FC:481 40.00 DP

TRADEMARK
REEL: 002505 FRAME: 0042

02-27-2002

IN THE



TRADEMARK OFFICE

101995393
RECORDATION COVER SHEET

2-1102

To the Honorable Commissioner of Patents and Trademarks:
Please record the attached original documents or copy thereof.

Name of Conveying Party: Steven Schnier, an Individual

Name and Address

of Receiving Party: Wild Planet Toys, Inc., a California Corporation
98 Battery Street
Suite 300
San Francisco, CA 94111

Nature of Conveyance: Assignment

Execution Date: January 7, 2002

FEB 11 AM

Trademark: SPY GEAR TOP SECRET TOYS
Application No.: 76/254,719

Address Correspondence to: Jamie L. Dupree, Esq.
Dodd, Futterman & Dupree, LLP
351 California Street
Suite 1100
San Francisco, CA 94104

Total Number of Applications
and Registrations involved: One (1)

Total Fee (Enclosed) \$40.00

Statement and Signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true and correct copy of the original document.

02/26/2002 TBIAZ1 00000146 76254719
01 FC:461 40.00 DP

Jamie L. Dupree

Jamie L. Dupree
Dodd, Futterman & Dupree, LLP
Attorneys for Wild Planet Toys, Inc.

Date: 1/18/2002

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is made by and between Steven Schnier, an individual, 53 Roseborough Crescent, Thornhill, Ontario, Canada L4J 4V1 ("Assignor") and Wild Planet Toys, Inc., a California corporation, 98 Battery Street, Suite 300, San Francisco, California 94111 ("Assignee"), and is effective when last executed below (the "Effective Date").

RECITALS

WHEREAS Assignor is the owner of that certain trademark identified as follows: SPY GEAR TOP SECRET TOYS (the "Trademark"), which is the subject of a trademark application in the United States Patent and Trademark Office, Serial No. 76-254,719 (the "Application");

WHEREAS Assignee wishes to acquire the entire rights, title, and interest in the Trademark, the Application, and acquire the goodwill of the business symbolized by the Trademark;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties hereby agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), and to the goodwill of the business symbolized by the Trademark.

2. Consideration. Assignor shall pay Assignee the sum of \$6,000, payable within 10 days of Assignee's receipt of this fully executed Agreement.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark or the business symbolized by the Trademark; and

(f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

3. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or his reasonable attorneys' fees and costs in such litigation from the other party.

4. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. Amendment. This Agreement may be amended only by a writing signed by both parties.

6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

7. Agreement to Perform Necessary Acts. Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California, United States of America, applicable to agreements entered and performed in California, excluding California's choice of law provisions.

Wild Planet Toys, Inc.

ASSIGNOR



Signature

Nathan Kelle ✓

By:

Dated: 1/7/02



Signature

STEVE SCHWICK

Printed Name

Dated: Dec 31 / 01