

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KIDPOWER, INC.		01/31/2003	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	Spin Master Toys Far East Limited
Street Address:	77 Mody Road, Tsimshatsui East
Internal Address:	Unit 1020, Chinachem Golden Plaza
City:	Kowloon
State/Country:	HONG KONG
Entity Type:	CORPORATION: HONG KONG

PROPERTY NUMBERS Total: 3

Property Type	Number
Serial Number:	78193227
Registration Number:	2664364
Registration Number:	2247344

CORRESPONDENCE DATA

Fax Number: (212)972-5487
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-687-2770
 Email: kerry@cplplaw.com
 Correspondent Name: Cohen, Pontani, Lieberman & Pavane
 Address Line 1: 551 Fifth Avenue
 Address Line 2: Suite 1210
 Address Line 4: New York, NEW YORK 10176

ATTORNEY DOCKET NUMBER:	5369-4
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DOMESTIC REPRESENTATIVE

Name: Cohen, Pontani, Lieberman & Pavane
Address Line 1: 551 Fifth Avenue
Address Line 2: Suite 1210
Address Line 4: New York, NEW YORK 10176

NAME OF SUBMITTER:

Edward M. Weisz

Total Attachments: 1

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TRADEMARK ASSIGNMENT

WHEREAS KIDPOWER, INC. (hereinafter the "Assignor") having a principal office or place of business at 8005 Church Street East, P.O. Box 1792, Brentwood, Tennessee, 37024, United States, owns certain United States trademarks and associated goodwill relating to the toys being developed, manufactured, licensed and/or sub-licensed under the names Bounce 'Round, Laser Lock, and Luminator or any variations thereof (the "Marks," as further defined below);

AND WHEREAS SPIN MASTER TOYS FAR EAST LIMITED, (hereinafter the "Assignee") having a principal office or place of business at Unit 1020, 10th Floor, Chinachem Golden Plaza, 77 Mody Road, Tsimshatsui East, Kowloon, Hong Kong ("Assignee") has agreed to purchase and accept from Assignor, and Assignor has agreed to transfer, sell and convey to Assignee, all of Assignor's right, title and interest in and to the Marks and all goodwill symbolized by the Marks, in a document to be recorded with the United States Patent and Trademark Office;

NOW, THEREFORE, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest in and to the following Marks, together with (i) all goodwill attached to the Marks and the business with which the Marks are used, (ii) all rights to sue for past, present, and future infringements or misappropriations of the Marks, (iii) all right, title and interest in and to any registration, and any application for registration, of any Mark in any country, and (iv) all rights in the trade dress, labels, and designs associated with the Marks:


<i>Mark</i>	<i>U.S. Reg. or App. No.</i>
BOUNCE 'ROUND	App. No. 78/193,227
LASER LOCK	Reg. No. 2,664,364
LUMINATOR	Reg. No. 2,247,344

Assignor further agrees to execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Marks.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of this 31st day of January, 2003.

ASSIGNOR

KIDPOWER, INC.

Per: 
 Name: James P. O'Rourke
 Office: President
 (I have the authority to bind the corporation)