

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
Hill Design Group		02/06/2001	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Pumpkin Ltd.		
Doing Business As:	Pumpkin Masters, Inc.		
Street Address:	1905 Sherman Street		
Internal Address:	10th Floor		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Registration Number:	2272369		
CORRESPONDENCE DATA			
Fax Number:	(303)473-2720		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-473-2726		
Email:	kmiller@hollandhart.com		
Correspondent Name:	Kristine M. Miller		
Address Line 1:	555 Seventeenth Street		
Address Line 2:	Suite 3200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	44584.0003		

OP \$40.00 2272369

NAME OF SUBMITTER:

Kristine M. Miller

Total Attachments: 6

source=HillDesignAssignment#page1.tif

source=HillDesignAssignment#page2.tif

source=HillDesignAssignment#page3.tif

source=HillDesignAssignment#page4.tif

source=HillDesignAssignment#page5.tif

source=HillDesignAssignment#page6.tif

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

THIS ASSIGNMENT AND ASSUMPTION OF TRADEMARKS (this "Assignment") is made this 6th day of February, 2001, by and between Hill Design Group, a California corporation ("Assignor"), and Pumpkin Ltd., a Delaware corporation, doing business as Pumpkin Masters, Inc. ("Assignee").

EXPLANATORY STATEMENT

A. Pursuant to that certain Asset Purchase Agreement dated as of February 6, 2001 between Assignor and Assignee (the "Asset Purchase Agreement"), Assignor has agreed to sell to Assignee, upon the terms, provisions and conditions set forth therein, certain assets, as more particularly described in the Asset Purchase Agreement (the "Acquired Assets"). Except as otherwise provided herein, all capitalized terms used in this Assignment shall be interpreted as defined in the Asset Purchase Agreement.

B. In connection with the sale and purchase of the Acquired Assets, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to all Trademarks (as defined below), and Assignee desires to accept such assignment upon the terms, covenants and conditions set forth in this Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the purchase price paid by Assignor to Assignee for the Acquired Assets and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee covenant and agree as follows:

1. Assignment. Assignor hereby assigns, transfers, sells, conveys, grants, delivers and sets over to Assignee all of Assignor's right, title, and interest in and to all trademarks, trademark registrations or applications, service marks, trade dress, logos, trade names, domain names, IP addresses, registered designs, and applications for registered designs related to the Acquired Assets, together with all translations, adaptations, derivations, and combinations thereof, including those that are set forth on Exhibit A attached hereto and incorporated herein, and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith and all modifications, refinements and improvements thereto, and any divisions, reissues, continuations in part and extensions of the foregoing owned by Assignor (collectively, the "Trademarks"). Assignor further assigns to Assignee, its successors and assigns, its rights to sue third parties for past infringement, dilution, cyber-piracy, unfair competition, and counterfeiting of the Trademarks, and to recover and hold all damages, profits, and other compensation arising from such third party unlawful acts which may have occurred prior to the date of this Assignment. Assignor hereby grants to Assignee, its successors and assigns, the right to file and prosecute trademark applications in the United States and throughout the world for the Acquired Assets or any portion thereof in the name of Assignee and Assignor agrees to execute any and all documents necessary to give effect to the foregoing, at Assignee's expense.

SPK
PJK
LB

2. Assumption. Assignee accepts the assignment set forth above.

3. Representations of Assignor. Assignor hereby makes the following representations, warranties and acknowledgments, and agrees that such representations, warranties and acknowledgments shall survive Assignor's assignment of the Trademarks pursuant to this Assignment:

(a) Assignor has title to, and full right to assign, the Trademarks free and clear of any Encumbrance, as of the Effective Date.

(b) Assignor has not made a previous assignment, transfer, or agreement in conflict herewith or constituting a present or future assignment or other Encumbrance with respect to the Trademarks.

(c) As of the Effective Date, Assignor has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any trademarks of third parties, and Assignor has never received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that Assignor must refrain from using any trademarks of any third party). To the knowledge of Assignor, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any of the Trademarks.

(d) Assignor is aware of no third party that has rights that are adverse to its claim of ownership of the Trademarks and has never encountered or been made aware of any confusion or alleged confusion as to the origin, ownership, or endorsement of the Acquired Assets, or of the goods and services of any third party, resulting from its use of the Trademarks.

(e) All Trademarks that have been registered with the Trademark and Patent Office are in compliance with all formal legal requirements, are valid and enforceable.

(f) Assignor warrants that simultaneous with the execution of this Assignment, Assignor has delivered to Assignee all original and any copies of any documents relating to the Trademarks in Assignor's possession.

(g) Assignor will in the future cooperate with Assignee by executing any and all papers, making all rightful oaths, and doing any and all acts that Assignee may determine necessary, in its reasonable discretion, to secure and enforce the rights contained in this Assignment, to cooperate with Assignee in any litigation related to the Trademarks, or otherwise carry out the intent of this Assignment, at Assignee's expense.

S. J. H.
J. H.
C. H.

4. Miscellaneous.

(a) Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, personal representatives, successors and assigns.

(b) Execution. Assignor and Assignee agree to execute and deliver all such additional instruments, notices, and other documents and to do all such further acts and things as may be necessary or useful to more fully give effect to the intent of this Assignment.

(c) Counterparts. This Assignment may be executed and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Notice. Any notices or deliveries of documents hereunder may be effectuated by facsimile or reputable overnight courier at the addresses set forth in the Asset Purchase Agreement.

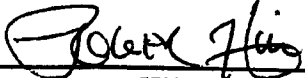
(e) Indemnification. Assignor agrees to defend, indemnify, and hold Assignee harmless against all costs, expenses, and losses (including reasonable attorneys' fees and costs) incurred through claims of third parties against Assignee based upon a breach by Assignor of any representation or covenant made in this Assignment.

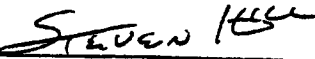
(f) Future Expenses. Assignee shall pay all future trademark-related expenses and fees, including search, filing, application and maintenance fees.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the day and year first above written.

ASSIGNOR:

HILL DESIGN GROUP

By: 
Name: Roger Hill
Title: President


STEVEN HILL
TITLE: VICE PRESIDENT

ASSIGNEE:

PUMPKIN, LTD., D/B/A PUMPKIN
MASTERS, INC.


By: 
Name: Gay Burke
Title: President

Exhibit A
to
Assignment and Assumption Agreement of Trademarks
by and between
Hill Design Group and Pumpkin Masters, Inc.
dated February 6, 2001

TRADEMARKS

legal/kent/hilldocs/final/assignment of trademarks F

5/24/16
FDH
EB

**Schedule 1(a)(II)(A)
to
Asset Purchase Agreement
by and between
Hill Design Group and Pumpkin Masters, Inc.
dated February 6, 2001**

and

**Exhibit A
to
Assignment and Assumption of Trademarks
by and between
Hill Design Group and Pumpkin Masters, Inc.
dated February 6, 2001**

and

**Exhibit A
to
Assignment and Assumption of Trademarks
by and between
Roger Hill and Steven Hill and Hill Design Group
dated February 5, 2001**

Trademarks

All trademarks, trademark registrations or applications, service marks, trade dress, logos, trade names, domain names, IP addresses, registered designs, and applications for registered designs related to the Assets, together with all translations, adaptations, derivations, and combinations thereof, including those that are set forth below, and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith and all modifications, refinements and improvements thereto, and any divisions, reissues, continuations in part and extensions of the foregoing:

1. Scary Carries (and design), Serial No. 75/557511, Registration No. 2272369, filed September 22, 1998, and registered August 24, 1999.
2. Creepy Carries, no trademark application filed but TM designation used.
3. Monster Sack, no trademark application filed but TM designation used.
4. Boo Bags, no trademark application filed but TM designation used.
5. Monster Eye, no trademark application filed.

6. **Peek A Boos, no trademark application filed but TM designation used.**

7. **Year-round Seasonal Inflatable Treat Bowls, no trademark application filed.**

Agreed value is \$500.