

RI

01-24-2003

Attorney Docket No.: 5369-3



TO THE COMMISSIONER OF PATENTS AND TRADEMARKS  
Please record the attached original documents or copy thereof.

102346815

1. Name of conveying party(ies):  
**Irwin Toy Limited**

1-21-03

2. Name and address of receiving party(ies):

Name: **Spin Master Ltd.**

Internal Address:

Street Address: **450 Front Street West**

City: **Toronto, ON**

Country/State/Zip: **Canada M5V 1B6**

- Individuals(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Canada
- Other

- Individual Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Canada
- Other

Additional names and addresses attached?  yes  no

3. Nature of Conveyance

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 20, 2002

4. Application number(s) or Trademark number(s):

A. Trademark Application No.(s)

76/418,111

76/418,110

B. Trademark Registration No.(s)

N/A

Additional numbers attached?  Yes  No

FINANCE SECTION  
JAN 21 PM 1:56  
RECORDS

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Edward M. Weisz, Esq.

Internal Address: Cohen, Pontani, Lieberman & Pavane

Street Address: 551 Fifth Avenue, Suite 1210

City: New York State: NY ZIP: 10176

6. Total number of applications and trademarks involved:

[2]

7. Total fee (37 C.F.R. 3.41)..... \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 03-2412

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE


9. 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 copy of the original document.*

Edward M. Weisz, Esq.

Name of Person Signing

Reg. No. 37,257

  
Signature

January 16, 2003

Date

Total number of pages including cover sheet, attachments and document [3]

OMB No. 0651-0011 (exp. 4/84)

do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Patents  
Box Assignments  
Washington, D.C. 20231

01/23/2003 ECDOPER 00000068 76418111

01 FC:8521  
02 FC:8522

40.00 00  
25.00 00

TRADEMARK

REEL: 002656 FRAME: 0249

**TRADE-MARKS  
CONFIRMATION OF ASSIGNMENT  
UNITED STATES**

**WHEREAS IRWIN TOY LIMITED**, (hereinafter the "Assignor") having a principal office or place of business at 43 Hanna Avenue, Toronto, ON, M6K 1X6, Canada, has made application for the trademarks shown in the attached Schedule "A" (hereinafter the "Marks") with the goodwill associated therewith;

**AND WHEREAS SPIN MASTER LTD**, (hereinafter the "Assignee") having a principal office or place of business at 450 Front Street West, Toronto, ON, M5V 1B6, Canada agreed to purchase and accept from Assignor, and Assignor agreed to transfer, sell and convey to Assignee, all of Assignor's right, title and interest in and to the Marks, together with all of its right, title and interest in the goodwill attached to the Marks and to the business with which the Marks are used pursuant to an Asset Purchase Agreement dated December 6, 2002;

**AND WHEREAS** the assignment of the Assignor's right, title and interest in and to the Marks and in and to the goodwill attached to the Marks and to the business with which the Marks are used was effected by an order of the Ontario Superior Court of Justice under the *Companies Credit Arrangement Act* (Ontario), and ratified and affirmed by the United States Bankruptcy Court pursuant to Section 304 of the United States *Bankruptcy Code*.

**NOW, THEREFORE**, Assignor hereby confirms that as of December 20<sup>th</sup>, 2002, it did assign to Assignee all of its right, title and interest in and to the Marks, together with all of its right, title and interest in and to the goodwill attached to the Marks and to the business with which the Marks are used.

IN WITNESS WHEREOF, Assignor has executed and delivered this Confirmation of Trademark Assignment pursuant to Section 5.01(d)(iv) of the Asset Purchase Agreement, and it is subject to the terms and conditions of, and shall be governed in all respects by, the Asset Purchase Agreement.

Dated as of the 20<sup>th</sup> day of December, 2002.

ASSIGNOR

**IRWIN TOY LIMITED**

By: \_\_\_\_\_

Name: Jean-Rene Halde

Office: President and Chief Executive Officer

(I have the authority to bind the corporation)

**SCHEDULE A**

<i>Mark</i>	<i>U.S. Reg. or App. No.</i>
SKY BUGZ	App. No. 76/418,110
FLUTTERING FRIENDS	App. No. 76/418,111