

01-27-2003

Form PTO-1594
(Rev. 10/02)
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102347319

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
Out Of Bounds Sports Co.
1-22-03

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Doolittle Edutainment Corp.
Internal
Address: Suite 500

Street Address: 4180 La Jolla Village Drive
City: La Jolla State: CA Zip: 92037

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Nevada
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 23, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2545806

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: **B9**

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: J. Anthony Rolfe
Internal Address: Wenthur & Chachas

Street Address: 4180 La Jolla Village Dr.
Suite 500
City: La Jolla State: CA Zip: 92037

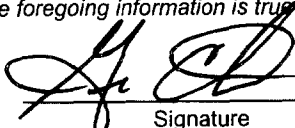
7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(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.

George G. Chachas  January 15, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **14**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01/24/2003 6TOM11 00000112 2545806
01 FC:8521 40.00 DP

TRADEMARK
REEL: 002658 FRAME: 0176

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement"), effective as of December 23, 2002 ("Effective Date"), is made by and between Out of Bounds Sports Co. ("Out of Bounds"), a Nevada corporation and Doolittle Edutainment Corp. ("Doolittle"), a Nevada corporation, collectively the "Parties."

RECITALS

A. Whereas, Out of Bounds and Doolittle have entered into a relationship whereby certain assets of Out of Bounds are to be transferred from Out of Bounds to Doolittle in exchange for common shares of Doolittle.

B. Whereas, Doolittle desires to obtain from Out of Bounds, and Out of Bounds desires to assign to Doolittle, all right, title and interest, owned by Out of Bounds, in those specific Copyrights and Trademarks as set forth below.

C. Whereas, Doolittle desires to obtain from Out of Bounds, and Out of Bounds desires to assign to Doolittle, all right, title and interest in the web domain names www.doolittleduds.com and www.dynamicdoolittle.com, owned by Out of Bounds.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

For the purposes of this Agreement, the capitalized terms set forth below shall have the meanings set forth in this Article 1.

- 1.1 "Effective Date" means that date set forth above.
- 1.2 "Assigned Copyrights" shall mean the following United States copyrights:
 - (i) Doolittle Classics - Volume I - VAU419-090;
 - (ii) Doolittle Classics - Volume II - VAU476-300;
 - (iii) The Story of Doolittle - An Exceptional Young Gorilla - TX950-710;
 - (iv) The Adventures of Dynamic Doolittle - Episode I "The Problem with Paulie Python" - TXU980-865; and,
 - (v) Doolittle's Very Bad Day - TX-U1-036-883.
- 1.3 "Assigned Trademark" shall mean the following United States trademark:
 - (i) "Doolittle" - Registration Number 2545806.
- 1.4 "Assigned Domain Names" shall mean the following World Wide Web domain names:
 - (i) www.doolittleduds.com; and,
 - (ii) www.dynamicdoolittle.com.

1.5 "Intellectual Properties" shall mean collectively the Assigned Copyrights, the Assigned Trademark and the Assigned Domain Names.

ARTICLE 2 COPYRIGHT ASSIGNMENT

2.1 Assigned Copyrights. Out of Bounds hereby transfers, assigns, and irrevocably sets over to Doolittle, and Doolittle hereby accepts, the assignment of Out of Bounds' entire right, title, and interest, in and to the Assigned Copyrights, and including all rights and standing to sue for past, present, and future infringement of such Assigned Copyrights.

2.2 All Necessary Actions. In furtherance of the transfer, assignment, and setting over of the Assigned Copyrights pursuant to Section 2.1 hereto, Out of Bounds shall execute and deliver to Doolittle on the Effective Date an executed assignments in the form attached hereto as Exhibit A. Out of Bounds agrees to promptly review, execute, and deliver any and all documents as Doolittle may deem reasonably necessary or desirable to effectuate the transfer, assignment, setting over, prosecution, and maintenance of the Assigned Copyrights, including any power of attorney by Out of Bounds to Doolittle or any designated agent of Doolittle relating to the prosecution or maintenance of such Assigned Copyrights.

2.3 Copyright Deliverables. After the Effective Date of this Agreement, each party shall, upon the request of the other party, promptly provide the requesting party with all materials relating to the Assigned Copyrights as necessary for the Parties to exercise fully their respective rights in the Assigned Copyrights granted under this Article 2.

ARTICLE 3 TRADEMARK ASSIGNMENT

3.1 Assigned Trademarks. Out of Bounds hereby transfers, assigns, and irrevocably sets over to Doolittle, and Doolittle hereby accepts the assignment of Out of Bounds' entire right, title, and interest, including all associated goodwill to the extent applicable, in and to the Assigned Trademark, and including all rights and standing to sue for past, present, and future infringement of such Assigned Trademark.

3.2 All Necessary Actions. In furtherance of the transfer, assignment, and setting over of the Assigned Trademark pursuant to Section 3.1 hereto, Out of Bounds shall execute and deliver to Doolittle on the Effective Date an executed assignment in the form attached hereto as Exhibit B. Out of Bounds further agrees to promptly review, execute, and deliver any and all additional documents as Doolittle may deem reasonably necessary or desirable to effectuate the transfer, assignment, setting over, prosecution, and maintenance of the Assigned Trademarks, including any power of attorney by Out of Bounds to Doolittle or any designated agent of Doolittle relating to the prosecution or maintenance of such Assigned Trademarks.

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3.3 Trademark Deliverables. After the Effective Date of this Agreement, each party shall, upon the request of the other party, promptly provide the requesting party with

all materials relating to the Assigned Trademark as necessary for the Parties to exercise fully their respective rights in the Assigned Trademark granted under this Article 3.

ARTICLE 4. DOMAIN NAME ASSIGNMENT

4.1 Assigned Domain Names. Out of Bounds hereby transfers, assigns, and irrevocably sets over to Doolittle, and Doolittle hereby accepts the assignment of Out of Bounds' entire right, title, and interest, including all associated goodwill to the extent applicable, in and to the Assigned Domain Names.

4.2 All Necessary Actions. Out of Bounds further agrees to promptly review, execute, and deliver any and all additional documents as Doolittle may deem reasonably necessary or desirable to effectuate the transfer, assignment, setting over, and maintenance of the Assigned Domain Names, including any power of attorney by Out of Bounds to Doolittle or any designated agent of Doolittle relating to the maintenance of such Assigned Domain Names.

4.3 Domain Names Deliverables. After the Effective Date of this Agreement, each party shall, upon the request of the other party, promptly provide the requesting party with all materials relating to the Assigned Domain Names as necessary for the Parties to exercise fully their respective rights in the Assigned Domain Names granted under this Article 4.

ARTICLE 4. CONSIDERATION

4.1 Consideration. Doolittle has issued to Out of Bounds and Out of Bounds acknowledges receipt of four million, six hundred and eighty thousand (4,685,000) shares of Doolittle Common Stock in exchange for the transfer and assignment to Doolittle of the Intellectual Properties; the issued shares shall represent the total fee for the transfer and assignment of the Intellectual Properties.

ARTICLE 5 MISCELLANEOUS

5.1 Form of Assignments and Transfers, Recordation. Out of Bounds agrees to complete and execute assignment and transfer forms for any Intellectual Properties acquired by Doolittle under this Agreement as may be advantageous, and to provide such forms to Doolittle for recording in the various intellectual property offices; however, the legal title for the Intellectual Properties shall pass to Doolittle on the Effective Date of this Agreement, and shall not be delayed by any delays in the process of executing, filing or recording of such assignment and transfer forms. Doolittle agrees to complete and sign any documents necessary or convenient to accept or affect the transfers under this Agreement. The recording of such forms and the expense for the recording and filing of the assignment and transfer forms shall be the responsibility of Doolittle.

5.2 Transfer of Files and Materials. Such files transferred to Doolittle pursuant to this Agreement shall be owned by Doolittle and shall be the Confidential Information of

Doolittle, and Out of Bounds and its counsel shall not be entitled to retain copies of such files. Should Doolittle determine that materials or documents are missing from such files, it shall promptly notify Out of Bounds, and Out of Bounds agrees to use reasonable efforts to locate such materials or documents and promptly forward the same to Doolittle or its counsel.

5.3 No Licenses. No licenses have been granted by Out of Bounds to third Parties regarding the Intellectual Properties prior to this Agreement; and the transfer of ownership of Intellectual Properties pursuant to this Agreement is not subject to any licenses granted by Out of Bounds.

5.4 Warranty Disclaimer. Out of Bounds provides Doolittle its Intellectual Properties on an "AS-IS" basis only, except that Out of Bounds warrants that any Intellectual Properties acquired by Doolittle under this Agreement are owned by Out of Bounds. Doolittle has had a full opportunity to evaluate all aspects of the Intellectual Properties.

5.5 Term. This Agreement will become effective on the Effective Date and is perpetual.

5.6 Amendment. No oral explanation or oral information by either part hereto shall alter the meaning or interpretation of the Agreement. No modification, alteration, addition or change in the terms hereof shall be binding on either party unless reduced to writing and duly executed by a duly authorized officer of the Parties.

5.7 Severability. Should any clause, sentence, or paragraph of this Agreement judicially be declared to be invalid, unenforceable, or void, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement unless the economic equity of the Parties is materially affected thereby.

5.8 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions between them, and neither of the Parties shall be bound by any modification of this Agreement, other than as expressly provided in this Agreement or as duly set forth on or subsequent to the date hereof in writing and signed by a duly authorized representative of the party to be bound thereby.

5.9 Cooperation. Each of the Parties agrees to do such further acts and to execute and deliver such additional documents as are reasonably necessary or appropriate to give effect to the transactions contemplated by this Agreement and carry out the purpose and intent of this Agreement.

5.10 Due Execution. Each party hereto warrants and represents to the other that the acceptance, execution and delivery of this Agreement has been duly authorized, and that all corporate actions and other steps necessary to make the acceptance of this Agreement and all the terms hereof valid and binding obligations have been duly taken.

5.11 Approvals And Similar Actions. Where agreement, approval, acceptance, consent or similar action by either of the Parties is required by any provision of this

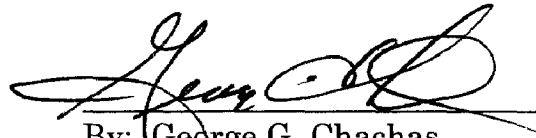
Agreement, such action shall not be unreasonably delayed or withheld, unless specifically permitted by the Agreement.

5.12 Governing Law. This Agreement and matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects in accordance with the laws of the State of California, without regard to its conflicts of law principles.

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

Out of Bounds Sports Co.

Dated: 12/23/02


By: George G. Chachas
Its: President

Doolittle Edutainment Corp.

Dated: 12/23/02

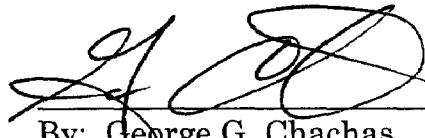

By: George G. Chachas
Its: President

Exhibit A

Exhibit B



WENTHUR & CHACHAS, LLP

Attorneys at Law

Cris John Wenthur, LL.M., P.C.

George G. Chachas, P.C.

Matthew O. Foley III, LL.M.

J. Anthony Rolfe

*4180 La Jolla Village Drive, Suite 500
La Jolla, California 92037*

Telephone: (858) 457-3800

Facsimile: (858) 457-3691

January 15, 2003

Director
United States Patent and Trademark Office
Box Assignment
Washington, D.C. 20231

Re: Assignment of Trademark - Registration Number 2545806

To Whom It May Concern:

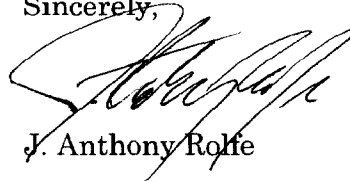
Please find enclosed the following:

1. One completed Trademark Cover Sheet;
2. One copy of the Assignment Document for Trademark Registration Number 2545806; and,
3. One check, number 1293, made in favor of the Commissioner of Trademarks in the amount of \$40.00 for the recordation fee.

Please record the enclosed assignment document and return to me a confirmation of such.

If you should need any further information please feel free to contact me.

Sincerely,



J. Anthony Rolfe

encl.