

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings =>=>=>

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Dynacraft Industries, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: June 23, 2003

2. Name and address of receiving party(ies)

Name: Dynacraft LLC

Internal Address:

Street Address: 2550 Kerner Boulevard

City: San Rafael State: CA Zip: 94901

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Delaware Limited Liability Company

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1315668; 1346446; 1531887; 1551816; 1861749; 1882061

Additional number(s) attached Yes No

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

Name: Bret J. Danow, Esq.

Internal Address: Katten Muchin Zavis Rosenman

Street Address: 575 Madison Avenue

City: New York State: NY Zip: 10022-2585

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-1290

DO NOT USE THIS SPACE

9. Signature.

Bret J. Danow

Name of Person Signing

Signature

June 23, 2003

Date

Total number of pages including cover sheet, attachments, and document: 8

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

CH \$165.00 501290 1315668

WORLDWIDE OMNIBUS ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Dynacraft Industries, Inc., a corporation organized and existing under the laws of the State of Nevada, having a place of business at 601 South 10th Street, Suite 102, Las Vegas, Nevada 89101 ("Assignor"), is the owner of all right, title and interest to the intellectual property shown on the list annexed hereto as Schedule A; and

WHEREAS, Dynacraft LLC, a limited liability company organized and existing under the laws of the State of Delaware, having a place of business at 2550 Kerner Boulevard, San Rafael, California 94901 ("Assignee"), is desirous of acquiring the intellectual property identified on Schedule A hereto and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest, in and to the intellectual property identified on Schedule A hereto owned by Assignor, including U.S. and Foreign trademark registrations, applications and renewals, and all other means necessary to use such property in connection with the business of Assignor and the intellectual property scheduled on Schedule A annexed hereto. Assignor hereby sells, assigns and transfers all intellectual property referenced herein, together with the goodwill of the business; all income, royalties, damages and payments now or hereafter due or payable in respect to the intellectual property, and all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the intellectual property and the rights thereto.

Following the execution of this Worldwide Omnibus Assignment of Intellectual Property and at Assignee's reasonable request, Assignor shall provide Assignee with whatever reasonable assistance is required in the preparation of all other assignment documents necessary to confirm and effect the assignment and transfer to Assignee of all of Assignor's right, title, and interest in

all of Assignor's applications and registrations in those countries as set forth in the annexed Schedules, and all related goodwill. At the request of Assignee, Assignor shall execute, and shall designate a responsible person (as applicable) who shall in the future, timely execute and deliver (following receipt of the Payment for the costs thereof) all such assignment documents to Assignee. Until such time as all of the Assignments of Assignor's intellectual property in all countries as set forth in the annexed Schedules are duly recorded with the responsible government offices (the "Interim Period"), Assignor acknowledges and confirms that Assignee shall, in any event, be deemed hereunder and in accordance with the terms and conditions of the Worldwide Omnibus Assignment of Intellectual Property, to be the owner of Assignor's intellectual property identified on Schedule A.

If it shall be necessary to record this Worldwide Omnibus Assignment of Intellectual Property, or other confirmatory documentation during the Interim Period, or in the event that any of Assignor's intellectual property shall become due for any maintenance filings or other recordations during the Interim Period, Assignor shall likewise cooperate with Assignee's requests and hereby consent and grant to Assignee the right to take whatever action is necessary, in Assignee's judgment, and at Assignee's expense, to maintain and enforce all registrations and other filings worldwide. All recordations and filings of Assignments of Assignor's intellectual property and other materials confirming ownership by Assignee shall be made at Assignee's request or direction.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed in their respective corporate names by a duly authorized officer this 23rd day of June, 2003.

DYNACRAFT INDUSTRIES, INC.

By: *Jerome A. Berman*
Jerome A. Berman,
President

By: *John A. Berman*
John A. Berman,
Vice President

ACCEPTED AND ACKNOWLEDGED BY:

DYNACRAFT LLC

By: *Jerome A. Berman*
Jerome A. Berman,
Managing Member

By: *John A. Berman*
John A. Berman,
Member

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

ACKNOWLEDGMENT

On this 23rd day of June, 2003, before me came Jerome A. Berman, who stated that he is the President of Dynacraft Industries, Inc. and acknowledged that he executed the above instrument as the act and deed of Dynacraft Industries, Inc. with full authority to do so.

Ellen Warren
Notary Public

ELLEN WARREN
NOTARY PUBLIC, State of New York
No. 31-4847374
Qualified in New York County
Commission Expires July 31, 2005

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

ACKNOWLEDGMENT

On this 23rd day of June, 2003, before me came John A. Berman, who stated that he is the Vice President of Dynacraft Industries, Inc. and acknowledged that he executed the above instrument as the act and deed of Dynacraft Industries, Inc. with full authority to do so.

Ellen Warren
Notary Public

ELLEN WARREN
NOTARY PUBLIC, State of New York
No. 31-4847374
Qualified in New York County
Commission Expires July 31, 2005

STATE OF New York)
) ss.:
COUNTY OF New York)

ACKNOWLEDGMENT

On this 23rd day of June, 2003, before me came Jerome A. Berman, who stated that he is the Managing Member of Dynacraft LLC and acknowledged that he executed the above instrument as the act and deed of Dynacraft LLC with full authority to do so.

Ellen Warren
Notary Public

ELLEN WARREN
NOTARY PUBLIC, State of New York
No. 31-4847374
Qualified in New York County
Commission Expires July 31, 2005

STATE OF New York)
) ss.:
COUNTY OF New York)

ACKNOWLEDGMENT

On this 23rd day of June, 2003, before me came John A. Berman, who stated that he is a Member of Dynacraft LLC and acknowledged that he executed the above instrument as the act and deed of Dynacraft LLC with full authority to do so.

Ellen Warren
Notary Public

ELLEN WARREN
NOTARY PUBLIC, State of New York
No. 31-4847374
Qualified in New York County
Commission Expires July 31, 2005

SCHEDULE A
(Intellectual Property)

<i>Trademark</i>	<i>Reg. /App. Number</i>	<i>Reg. / App. Date</i>
<i>United States</i>		
MAGNA	R- 1,531,887	03/28/89
MAGNA M & Design	R- 1,551,816	08/15/89
M MAGNA & Design	R- 1,882,061	03/07/95
MAGNA & Design	R- 1,315,668	01/22/85
MAGNA FORCE	R- 1,346,446	07/02/85
MAGNA VOGUE SERIES	R- 1,861,749	11/08/94
<i>Australia</i>		
MAGNA	A623826	03/01/94
<i>Benelux</i>		
MAGNA	R- 493189	02/15/91
<i>France</i>		
MAGNA	R- 1680155	02/18/91
<i>Germany</i>		
MAGNA	R- 2008127	01/13/92
<i>Italy</i>		
MAGNA	621443	06/09/94
MAGNA	665 2001 MI	01/23/01
<i>Mexico</i>		
DYNACRAFT	383235	05/18/89
MAGNA	372443	05/18/89

<i>Trademark</i>	<i>Reg. /App. Number</i>	<i>Reg. / App. Date</i>
MAGNA "M"	372444	05/18/89
<i>Portugal</i>		
MAGNA	271-588	2/15/93
<i>South Korea</i>		
MAGNA	161493	11/01/88