

4/3/03

09-08-2003

To the Honorable Commissioner of Patents and Trademarks **102543766** attached original documents or copy thereof

1. Name of conveying part(ies):
 CONGRESS FINANCIAL CORPORATION (CANADA)
 AS AGENT FOR THE CANADIAN LENDER AND U.S.
 LENDER

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: Canada
 Other:

Additional name(s) & address(es) attached? Yes No

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

Name: IRWIN TOY LIMITED and
 IRWIN TOY USA INC.
 (Formerly Irwin Sports, Inc.)

Street Address: 43 Hanna Avenue
 Toronto, Ontario, M6K 1X6 CANADA

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: Irwin Toy Limited: Canada
 Corporation: Irwin Toy USA Inc.: New York
 Other:

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: RELEASE OF SECURITY INTEREST

Execution Date: 06/25/2003

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 patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s) B. Trademark Registration No.(s)
1,926,574

Additional numbers attached? Yes No

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

R. Alan Weeks; Reg. No. 36,050
 Fellers, Snider, Blankenship, Bailey & Tippens, P.C.
 321 S. Boston Ave., Suite 800
 Tulsa, OK 74103-3318

6. Total number of applications/registrations involved: **1**

**SEP - 3 AM 8:56
 DPR/FINANCE**

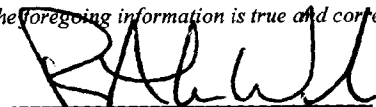
7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account Number: 06-0540
 Duplicate copy of this page if paying by Deposit Account.
 Charge any deficiencies to Deposit Account.

DO NOT USE THIS SPACE

9/05/2003 LINDLER 00000070 060540 1926574
 1 FC:0021 40.00 BA

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.

R. Alan Weeks  9/2/03
 Typed Name Signature Date

Total number of pages including cover sheet, attachments, and document: {3}

ACKNOWLEDGEMENT & CONFIRMATION

TO: IRWIN TOY LIMITED & IRWIN TOY USA INC. (collectively, the "Borrower")

AND TO: ERNST & YOUNG INC.

AND TO: SPORTCRAFT, LTD.

RE: SALE OF INVENTORY TO SPORTCRAFT, LTD.

1. Reference is made to the following:

- (a) the loan agreement (the "**Loan Agreement**") dated June 27, 2000 between Congress Financial Corporation (Canada), as Canadian Lender and as Agent, Congress Financial Corporation (Central), as U.S. Lender, Irwin Toy Limited, as Canadian Borrower and Irwin Toy USA Inc. (formerly Irwin Sports, Inc.), as U.S. Borrower, as amended and supplemented from time to time;
- (b) an order of the Honourable Mr. Justice Farley of the Ontario Superior Court of Justice (Commercial List) dated January 15, 2003 (the "**Appointment Order**") wherein Ernst & Young Inc. was appointed as interim receiver of (the "**Interim Receiver**"), *inter alia*, the Borrower pursuant to Section 47 of the *Bankruptcy and Insolvency Act* (Canada).
- (c) the agreement of purchase and sale dated March 11, 2003 (the "**Asset Purchase Agreement**") between the Interim Receiver, as vendor, and Sportcraft, Ltd., as purchaser, (the "**Purchaser**") with respect to sale of the Assets (as defined in the Asset Purchase Agreement), being certain of the equipment, inventory, intellectual property and trademarks (specifically including U.S. Trademark Reg. No. 1,926,574, Canadian Trademark Reg. No. TMA439,592 and CTM Reg. No. 180927) of Borrower used in connection with "Top Corner" table top hockey toys and games which were manufactured, marketed, sold or distributed by the Borrower pursuant to the Borrower's licence agreement with Vision Games, Inc.

2. All capitalized terms used in this letter have the meaning ascribed to them in the Loan Agreement unless otherwise noted.

3. The undersigned hereby acknowledges receiving a copy of the Asset Purchase Agreement.

4. Pursuant to the Appointment Order, the Interim Receiver has the authority to execute agreements in the name of, and on behalf of, the Borrower.

5. Pursuant to the order of the Honourable Mr. Justice Ground of the Ontario Superior Court of Justice (Commercial List) dated March 19, 2003 (the "**Approval and Vesting Order**"), (a) the sale of the Assets pursuant to the Asset Purchase Agreement was approved, (b) the Interim Receiver was authorized to enter into the Asset Purchase Agreement, and (c) upon satisfying certain conditions set forth in the Approval and Vesting Order, the right, title and interest of the Borrower in and to the Assets shall vest in the Purchaser, free and clear of all encumbrances, estates, rights, title, interests, claims and adverse claims.

6. The undersigned hereby acknowledges that the claims of the undersigned in or to the Assets shall vest in the Purchase Price (as defined in the Approval and Vesting Order) payable by the Purchaser under the Agreement of Purchase and Sale and, accordingly, the undersigned grants, releases, remises, reconveys,

transfers, assigns, discharges and forever quit claims and surrenders to the Purchaser the Assets, to have and to hold the said Assets with all and singular the appurtenances thereto to the Purchaser forever and absolutely freed, acquitted, discharged and released of and from all registrations and any rights relating to any security interests, hypothecs, liens, guarantees and registrations granted by the Borrower and/or currently held by or for the benefit of the undersigned in connection with the Assets.

7. Notwithstanding paragraph 6, the undersigned hereby reserves its rights to assert any security interest, mortgage, lien, pledge, hypothecation or other encumbrance of any nature against the Purchase Price (as defined in the Approval and Vesting Order) to the same extent that it would have on, over or against the Assets.

8. The provisions hereof shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. This consent shall be governed by and construed and interpreted exclusively in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

DATED the 25 day of June, 2003.

**Congress Financial Corporation (Canada),
as Canadian Lender and Agent**

Per: MRK Michael R. Kenney
~~First Vice President~~
Congress Financial

**Congress Financial Corporation (Central),
as US Lender**

Per: MRK Michael R. Kenney
~~First Vice President~~
Congress Financial

G23\2542761.5