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

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

Tab settings

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.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Nevada
 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: May 26, 2004

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

B. Trademark Registration No.(s)
2364706

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: J. Anthony Rolfe
Internal Address: Suite 500
Street Address: 4180 La Jolla Village Drive
City: La Jolla State: CA Zip: 92037

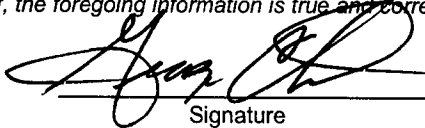
6. Total number of applications and registrations involved: 1

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  May 26, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

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

06/07/2004 REGISTRE 00000081 2364706

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TRADEMARK REEL: 002986 FRAME: 0093

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement"), effective as of May 26, 2004 ("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 Trademarks as set forth below.

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 Trademark" shall mean the following United States trademark:
 - (i) "Doolittle Duds" - Registration Number 2364706.
- 1.3 "Intellectual Properties" shall mean the Assigned Trademark.

ARTICLE 2 TRADEMARK ASSIGNMENT

2.1 Assigned Trademark. 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.

2.2 All Necessary Actions. In furtherance of the transfer, assignment, and setting over of the Assigned Trademark pursuant to Section 2.1 hereto, Out of Bounds shall execute and deliver to Doolittle on the Effective Date an executed assignment in the form attached hereto as Exhibit A. 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.

2.3 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 2.

ARTICLE 3. CONSIDERATION

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

ARTICLE 4 MISCELLANEOUS

4.1 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.

4.2 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.

4.3 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.

4.4 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.

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

4.6 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.

4.7 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.

4.8 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.

4.9 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.

4.10 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.

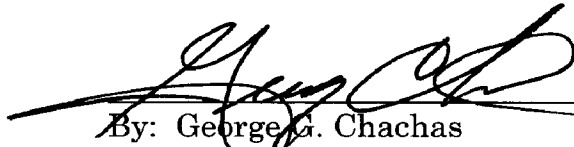
4.11 Approvals And Similar Actions. Where agreement, approval, acceptance, consent or similar action by either of the Parties is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld, unless specifically permitted by the Agreement.

4.12 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: May 26, 2004


By: George G. Chachas
Its: President

Doolittle Edutainment Corp.

Dated: May 26, 2004

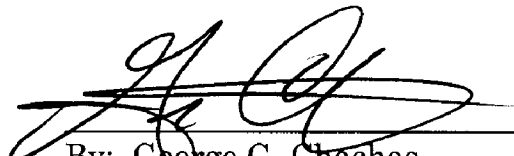

By: George G. Chachas
Its: President

Exhibit A

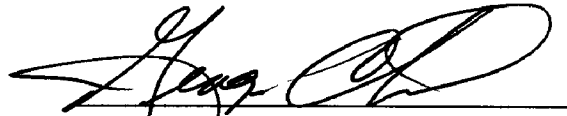
TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made from Out of Bounds Sports Co., a Nevada corporation (the "Assignor") to Doolittle Edutainment Corp., a Nevada corporation (the "Assignee").

Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to the trademark "Doolittle Duds" – Registration Number 2364706 (the "Mark") together with the goodwill of the business pertaining thereto.

In consideration for entering into the Assignment, effective as of May 26, 2004 by and between Assignor and Assignee, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, grant, sell and otherwise convey to Assignee all of the Assignor's right, title and interest in and to the Mark, including all common law rights therein, application to register therefor, together with the goodwill of the business symbolized by the Mark and all claims for damages by reason of past infringements of the Mark with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns, and other legal representatives.

OUT OF BOUNDS CO.




By: George G. Chachas
Its: President

Dated: May 26, 2004

STATE OF CALIFORNIA }
 } SS.
COUNTY OF SAN DIEGO }

On May 26, 2004, before me, Matthew O. Foley III, a Notary, personally appeared **George G. Chachas**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by each signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Matthew O. Foley III, Notary Public

