

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tom H. Connolly		06/01/2004	Trustee in US Bankruptcy Court for the District of Colorado: COLORADO

RECEIVING PARTY DATA

Name:	Doll Acquisition Corp.
Doing Business As:	My Twinn
Street Address:	1099 18th Street
Internal Address:	Suite 1800
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1897057	
Registration Number:	2213487	
Registration Number:	2230190	
Registration Number:	2471917	
Registration Number:	2356038	
Registration Number:	2304850	
Registration Number:	2598432	
Registration Number:	2705248	
Registration Number:	2633663	

CORRESPONDENCE DATA

CH \$240.00 1897057

Fax Number: (303)333-1470
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 303-333-3010
Email: lkramer@patnet.com
Correspondent Name: Leslie Kramer
Address Line 1: 3010 East 6th Avenue
Address Line 4: Denver, COLORADO 80206

NAME OF SUBMITTER:	Leslie P. Kramer
Signature:	/Leslie P. Kramer/
Date:	12/20/2004

Total Attachments: 7
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of the 12th day of June, 2004, is made by Tom H. Connolly (the "Assignor"), acting solely in his capacity as the duly appointed Chapter 7 Trustee in *In Re The Lifelike Company, a Delaware Corporation, d/b/a My Twinn*, Case No. 04-11529 SBB, United States Bankruptcy Court for the District of Colorado, in favor of Doll Acquisition Corp. (the "Assignee") (each a "Party," and collectively, the "Parties"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Purchase Agreement (as defined below).

WITNESSETH

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of March 31, 2004, as modified at the auction conducted on May 24, 2004 and the bids submitted at such auction (the "Purchase Agreement");

WHEREAS, upon the terms, and subject to the conditions, set forth in the Purchase Agreement, the Assignor desires to sell, convey, transfer, assign and deliver to the Assignee all of the Subject Property comprising Intellectual Property (as defined herein); and

WHEREAS, the Assignee desires to execute and deliver such instruments of conveyance that are necessary to effect the purchase and sale of the Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee agree as follows:

1. Assignment. Assignor by these presents hereby irrevocably sells, assigns, conveys, transfers and sets over unto Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in, to and under the Intellectual Property, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives fully and entirely as if the same would have been held and enjoyed by Assignor if this Assignment had not been made. As used in this Assignment, "Intellectual Property" shall mean all intellectual property assets of any kind owned, controlled or used by, or related to the operation of The Lifelike Company, including without limitation: (a) any United States and foreign patents and patent applications, and all divisions, renewals, substitutes, continuations, reissues and extensions thereof, and all legal equivalents of any of the foregoing, including the right to claim priority, in any country, including, without limitation, the patents and applications set forth in Schedule A (the "Scheduled Patents") attached hereto, and all other rights in inventions held by Assignor throughout the universe; (b) any United States and foreign copyrights and rights in mask works, whether registered or unregistered, and all renewals and extensions thereof, and all applications for any of the foregoing, and all common law copyrights, including, without limitation, the registrations and applications set forth in Schedule B (the "Scheduled Copyrights") attached hereto, and all other rights of authorship held by Assignor throughout the universe including all rights to exploit any of the foregoing in any media and by any manner and means now known or hereafter devised; (c) any United States and foreign industrial design rights, whether registered or unregistered, and

TRADEMARK

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all registrations and applications therefor, including, without limitation, the registrations and applications set forth in Schedule C (the "Scheduled Industrial Designs") attached hereto, and all legal or common law equivalents of any of the foregoing held by Assignor throughout the universe; (d) any United States and foreign rights in trademarks, service marks, trade names and trade dress, trademarks, tradenames, service masks, trade dress, brands, designs slogans and products of The Lifelike Company, including without limitation, My Twinn (all designs - including ♥ over the i instead of a •); "The one-of-a-kind doll created to look like the special child in your life"; My Twinn Doll Workshop; My Twinn Babies; Cuddly Sisters; Cuddly Brothers; Cuddly Angels; Twinn Angels; Poseable Pets by My Twinn; Poseable Puppy by My Twinn; My Twinn Boys; My Twinn Doll Express; My Twinn Doll Hospital; Lovable Sisters; SoftFlex; "When she was a child."; "The one-of-a-kind doll"; My Twinn Personal Profile; "Personalized to look like your child."; "My Heart Belongs to America" and all intellectual property or other rights arising out of or relating to dolls, poseable pets, and related accessories and all registrations and applications thereof, including the portion of the The Lifelike Company business to which such registrations and applications pertain, together with the goodwill of The Lifelike Company business appurtenant thereto, or otherwise symbolized by and associated therewith, including, without limitation, the registrations and applications set forth in Schedule D (the "Scheduled Trademarks") attached hereto, and all legal or common law equivalents of any of the foregoing held by Assignor throughout the universe; (e) any rights in data, collections of data and databases, whether registered or unregistered, and all applications for any of the foregoing, and all legal or common law equivalents held by Assignor throughout the universe including all rights to exploit any of the foregoing in any media and by any manner and means now known or hereafter devised; (f) any trade secrets and proprietary information; (g) any rights in domain names and all registrations and applications therefor (including rights in domain name reservations); (h) any licenses and other agreements providing The Lifelike Company with the right to use any item of the type referred to in clauses (a) through (g) (to the extent this Assignment is not in conflict with any provision of same), subject, in each case, to the terms of such licenses and other agreements, including the right to sue for breach or enforcement of any such licenses or other agreements; and (i) any proceeds of any item of the type referred to in clauses (a) through (h), including royalty payments and proceeds of infringement suits, and the right to sue third parties for past, present or future infringements of same.

2. Recordation. If the Assignee elects to record this Assignment with the U.S. Patent & Trademark Office, the Library of Congress or any like Office of any country or countries foreign to the United States, Assignee shall bear all costs and fees associated with such recording. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights of the United States, and any like Official of any country or countries foreign to the United States whose duty it is to issue patents, or register copyrights or trademarks, to issue all patents and registrations to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. No Third Party Beneficiaries. This Assignment shall be for and inure to the benefit of the parties hereto and there shall be no third party beneficiaries hereto.

4. Further Assurances. Assignor covenants and agrees that it will, upon the reasonable request of the Assignee and at the Assignee's cost and expense, execute and deliver, or cause to be executed or delivered, any and all documents provided by the Assignee that may

be necessary or desirable to perfect the sale, assignment, conveyance and transfer of the Intellectual Property hereunder, and testify in any legal proceeding confirming Assignee's interests in the Intellectual Property.

5. Representation and Covenant. Assignor hereby represents that Assignor is conveying the Intellectual Property pursuant to Bankruptcy Code Section 363, and Assignor has not executed any agreement, assignment, sale or encumbrance in material conflict herewith; and Assignor covenants and agrees that Assignor will not execute any agreement, assignment, sale or encumbrance in material conflict herewith.

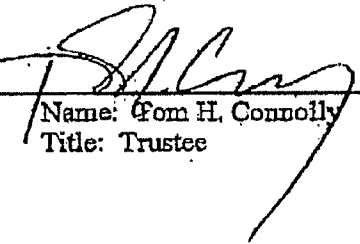
6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of Colorado, and, to the extent applicable, United States federal law governing patents, trademarks and copyrights.

7. Subject to Purchase Agreement. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any conflict or other, difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control.


8. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit and burden of the parties hereto, their successors and assigns. In the event that the Assignee desires to assign this Assignment, the Assignee shall promptly provide all information needed for approval pursuant to 11 U.S.C. § 363(m).

IN WITNESS AND TESTIMONY HEREOF, ASSIGNOR has set its hand and seal to this Assignment:

TOM H. CONNOLLY, acting solely in his capacity as Trustee in United States Bankruptcy Court for the District of Colorado Case No. 04-11529 SBB

By: 
Name: Tom H. Connolly
Title: Trustee

AGREED AND ACKNOWLEDGED:
DOLL ACQUISITION CORP.

By: 
Name: Michael J. Wagner
Title: CEO + President

THE LIFELIKE COMPANY
 TRADEMARK STATUS
 February 9, 2004

DCSB Docket No.	Mark	Class	Goods and Services	Serial No.	Filing Date	Assignment Rec'd/Name Date	Registration No.	Issue Date	Status
159673	MY TWINN (stylized letters)	28	Dolls made to resemble children	74447, 443	10/15/93	My Twin to The Flagship Group, Inc. 1469/0023 5/29/96 The Flagship Group, Inc. to Englewood Enterprises I, LLC 1469/0004 5/29/96 Englewood Enterprises I, LLC to Lifelike Creations, LLC 1490/0228 5/29/96 Lifelike Creations, LLC to The Lifelike Company 1470/0613 6/4/96	1,897,057	3/30/95	Renewal due 3/30/05
159675	CUDDLY SISTERS	28	Dolls and accessories therefor	75234, 180	8/1/97		2,213,487	12/22/98	Renewal due 12/22/04 Renewal due 12/22/08

SCHEDULE D

DCSE Docket Nbr.	Mark	Class	Goods and Services	Serial No.	Filing Date	Assignment Reeframe Date	Registration No.	Issue Date	Status
159626	MY TWBYNH (typed words)	16	Stationery; stationery boxes, stationery writing paper and envelopes, organizers for stationery use, pencils, diaries, pencil cases, memorandum books, personal organizers, children's books, children's activity books, journals for recording family histories and traditions.	75241868	8/15/97		2,230,190	3/9/99	88413 due 3/9/05 Renewal due 3/9/09
		25	Hats and clothing, namely, dresses, nightgown, slacks, socks, jump suits, overalls, shirts, tights						
		28	Dolls, doll accessories, doll clothing, doll stands, doll furniture						
		35	Mail-order catalog services featuring dolls, doll clothing, doll stands, doll furniture, sunglasses, costume jewelry, stationery, stationery boxes, stationery writing paper and envelopes, organizers for stationery use, pencils, pencil cases, diaries, memorandum books, personal organizers, purses, backpacks, jewelry boxes not of metal, picture frames, wicker baskets, hair brushes, hats and clothing, namely, dresses, nightgowns, slacks, socks, jump suits, overalls, shirts, tights, repair of toys, and doll hospital services; retail sale of dolls, doll clothing, doll stands, doll furniture, sunglasses, costume jewelry, stationery, stationery boxes, stationery writing paper and envelopes, organizers for stationery use, pencils, pencil cases, diaries, memorandum books, personal organizers, purses, backpacks, jewelry boxes not of metal, picture frames, wicker baskets, hair brushes hats and clothing, namely, dresses, nightgowns, slacks, socks, jump suits, overalls, shirts, tights, repair of toys, and doll hospital services by means of a global computer						

DCSB Docket No.	Mark	Class	Goods and Services	Serial No.	Filing Date	Assignment Reel/Frame Date	Registration No.	Issue Date	Status
159643	MYTWINN.COM	40	Custom manufacture of dolls, doll clothing, and doll accessories; manufacture of dolls, doll clothing, and doll accessories to order and/or specification of others	75499,912	06/10/98		2,471,917	7/26/2001	\$8 & 15 due 12/24/2007 Renewal due 7/24/2011
159644	CUDDLY ANGELS	28	Computerized on-line retail services in the field of dolls, doll clothing, doll stands, doll furniture, sunglasses, costume jewelry, stationery, stationery boxes, stationery writing paper and envelopes, organizers for stationery use, pencils, pencil cases, diaries, memorandum books, books, personal organizers, purses, backpacks, jewelry boxes not of metal, picture frames, wicker baskets, hair brushes, hair bows, hair bands, hair and clothing, namely, dresses, nightgowns, shoes, socks, jumpersuits, overalls, shirts, and nightgowns; Dolls, doll accessories, doll clothing	75494,378	06/02/98		2,356,038	6/6/2000	\$8 & 15 due 6/6/2005 Renewal due 6/6/2010
159645	CUDDLY BROTHERS	28	Dolls, doll accessories, doll clothing	75494,379	06/02/98		2,304,830	12/28/1999	\$8 & 15 due 12/23/2005 Renewal due 12/28/2009
159666	TWINNS AND FRIENDS	28	Dolls, doll accessories, doll clothing, doll stands, doll furniture	75498,900	04/23/99		2,599,432	7/23/2002	\$8 & 15 due 7/23/2008 Renewal due 7/23/2012
		35	Mail-order catalog services featuring dolls, doll clothing, doll stands, doll furniture, sunglasses, costume jewelry, stationery, stationery boxes, stationery writing paper and envelopes, organizers for stationery use, pencils, pencil cases, memorandum books, personal organizers, purses, backpacks, jewelry boxes not of metal, picture frames.						

DCSB Docket No.	Mark	Class	Goods and Services	Serial No.	Filing Date	Assignment Reefranchise Date	Registration No.	Issue Date	Status
		40	wicker baskets, hair brushes, hats and clothing, namely, dresses, nightgowns, shoes, socks, jumpsuits, overalls, shirts, ties, repair of toys, and doll hospital services; retail sale of dolls, doll clothing, doll stands, doll furniture, sunglasses, costume jewelry, stationery, stationery boxes, radiometry writing paper and envelopes, organizers for stationery use, pencils, pencil cases, diaries, memorandum books, personal organizers, purses, backpacks, jewelry boxes not of metal, picture frames, wicker baskets, hair brushes, hats and clothing, namely, dresses, nightgowns, shoes, socks, jumpsuits, overalls, shirts, ties, repair of toys, and doll hospital services by means of a global computer network	76227159	7/20/01		2,705,248	4/8/2003	\$8 & 15 due 4/8/2009 Renewal due 4/8/2013
1596711	POSEABLE PETS BY MY TWINN	28	Custom manufacture of dolls, doll clothing, and doll accessories; manufacture of dolls, doll clothing, and doll accessories to order under specification of others Flush stuffed toys	76239423	1/15/2001		2,633,663 Supplemental Register	10/8/2002	\$8 & 15 due 10/8/2008 Renewal due 10/8/2012
1596716	MY HEART BELONGS TO AMERICA	25 28	Clothing, namely, t-shirts Doll clothing						

Electronic status lifelike trademarks
Feb. 9, 2004