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
Funko, Inc.		03/23/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Funko II LLC	
Street Address:	18702 North Creek Parkway, #215	
City:	Bothell	
State/Country:	WASHINGTON	
Postal Code:	98011	
Entity Type:	LTD LIAB JT ST CO:	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2838257	WACKY WISECRACKS
Registration Number:	2520040	WACKY WOBBLER

CORRESPONDENCE DATA

Fax Number: (206)652-2976

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2066542276

Email: hulen@ryanlaw.com
Correspondent Name: Wm. Ron Hulen

Address Line 1: 1201 Third Avenue #3400

Address Line 4: Seattle, WASHINGTON 98101

NAME OF SUBMITTER: Wm. Ronald Hulen

/ WRH/

Date: 03/25/2005

Total Attachments: 2

Signature:

TRADEMARK 900021942 REEL: 003053 FRAME: 0246 70207

59*6*9

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TRADEMARK REEL: 003053 FRAME: 0247

ASSIGNMENT AND BILL OF SALE (Trademark -- Wacky Wobbler)

WHEREAS, Funko, Inc., a Washington corporation with its principal place of business at 1221 Madrona Drive, Snohomish, Washington 98290 (hereafter "Assignor"), has adopted and used the mark WACKY WOBBLER (words and design) (hereafter the "Mark"), and has registered the Mark with the United States Patent and Trademark Office ("USPTO") on December 18, 2001 under Registration No. 2520040.

WHEREAS, Funko II LLC, a Washington limited liability company with its princiapl place of business at 18702 North Creek parkway, Suite 215, Bothell, Washington 98011 (hereafter "Assignee"), is desirous of acquiring all right, title and interest which Assignor has and may have in the Mark and the registration, together with the goodwill symbolized and associated with the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, set over and convey unto Assignee the entire right, title and interest in and to the Mark designated by Registration No. 2520040, the goodwill symbolized by and associated with the Mark, and the registration thereof, together with all claims, rights of action and causes of action for infringement of the Mark, including the right to recover for past infringement thereof. Assignor hereby grants Assignor full power as irrevocable attorney in fact to cause this Assignment and Bill of Sale to be recorded by the USPTO.

Executed on the date set forth below.

Funko, Inc.

Michael L. Becker, its President

STATE OF WASHINGTON) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that MICHAEL L. BECKER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of FUNKO, INC., a Washington corporation, to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this day of March, 2005

NOTAR SET TE

(Signature of Notary)

Wm Ronald Hulen

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington My Appointment Expires: 04 03 2005

ASSIGNMENT AND BILL OF SALE (Trademark -- Wacky Wisecracks)

WHEREAS, Funko, Inc., a Washington corporation with its principal place of business at 1221 Madrona Drive, Snohomish, Washington 98290 (hereafter "Assignor"), has adopted and used the mark WACKY WISECRACKS (words and design) (hereafter the "Mark"), and has registered the Mark with the United States Patent and Trademark Office ("USPTO") on May 4, 2004 under Registration No. 2838257.

WHEREAS, Funko II LLC, a Washington limited liability company with its princiapl place of business at 18702 North Creek parkway, Suite 215, Bothell, Washington 98011 (hereafter "Assignee"), is desirous of acquiring all right, title and interest which Assignor has and may have in the Mark and the registration, together with the goodwill symbolized and associated with the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, set over and convey unto Assignee the entire right, title and interest in and to the Mark designated by Registration No. 2838257, the goodwill symbolized by and associated with the Mark, and the registration thereof, together with all claims, rights of action and causes of action for infringement of the Mark, including the right to recover for past infringement thereof. Assignor hereby grants Assignor full power as irrevocable attorney in fact to cause this Assignment and Bill of Sale to be recorded by the USPTO.

Executed on the date set forth below.

Funko, Inc.

Michael L. Becker, its President

STATE OF WASHINGTON) ss. COUNTY OF KING)

I certify that I know or have satisfactory evidence that MICHAEL L. BECKER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of FUNKO, INC., a Washington corporation, to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 25° day of March, 2005.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington

My Appointment Expires: 04/03/2005

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