

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the Receiving party's corporate entity type previously recorded on Reel 003053 Frame 246. Assignor(s) hereby confirms the from Funko, Inc. (Assignor) to Funko II LLC (Assignee). |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------|----------|----------------|-------------------------|
| Funko, Inc. | | 03/23/2005 | CORPORATION: WASHINGTON |

RECEIVING PARTY DATA

| | |
|--------------------------|---------------------------------------|
| Name: | Funko II LLC |
| Street Address: | 18702 North Creek Parkway #215 |
| Internal Address: | Attention: Jon Kipp |
| City: | Bothell |
| State/Country: | WASHINGTON |
| Postal Code: | 98011 |
| Entity Type: | Limited Liability Company: WASHINGTON |

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: 206 654 2276
 Email: hulen@ryanlaw.com
 Correspondent Name: Ryan, Swanson & Cleveland, PLLC
 Address Line 1: 1201 Third Avenue #3400
 Address Line 2: Wm. Ronald Hulen
 Address Line 4: Seattle, WASHINGTON 98101

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|---------------------------|------------------|
| NAME OF SUBMITTER: | Wm. Ronald Hulen |
| Signature: | /WRH/ |

TRADEMARK

Date:

03/28/2005

Total Attachments: 2

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**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 principal 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.

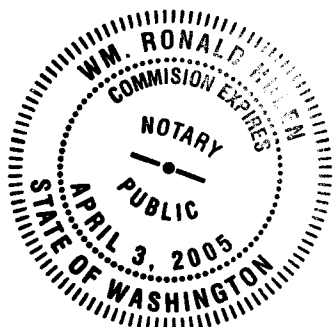
Funko, Inc.

By *Michael L. Becker*
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 23rd day of March, 2005.



Wm Ronald Holen
(Signature of Notary)
Wm Ronald Holen
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington
My Appointment Expires: 04/03/2005

