

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
Bag Boy, LLC		06/14/2005	LTD LIAB JT ST CO: VIRGINIA

RECEIVING PARTY DATA

Name:	Dynamic Brands, LLC
Street Address:	8575 Magellan Parkway
Internal Address:	Suite 1000
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23227
Entity Type:	Limited Liability Company: VIRGINIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1342477	BABY JOGGER
Registration Number:	426639	BAG BOY
Serial Number:	78405832	BABY JOGGER
Registration Number:	1677528	JOGGER
Registration Number:	2518090	JOGGEROO
Registration Number:	2179868	
Registration Number:	1624726	
Registration Number:	1552378	THE STROLLER FOR RUNNERS
Registration Number:	1484202	THE TWINNER
Registration Number:	1486072	THE WALKABOUT
Registration Number:	1864243	THE ZIPPER
Registration Number:	2487460	ZIP-TO-FIT

CORRESPONDENCE DATA

900026740

**TRADEMARK
 REEL: 003107 FRAME: 0269**

CH \$315.00 1342477

Fax Number: (206)903-3739
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 206-628-7739
Email: georgerondeau@dwt.com
Correspondent Name: George C. Rondeau, Jr.
Address Line 1: 1501 Fourth Avenue
Address Line 2: 2600 Century Square
Address Line 4: Seattle, WASHINGTON 98101-1688

NAME OF SUBMITTER:	George C. Rondeau, Jr.
Signature:	/GCR/
Date:	06/17/2005

Total Attachments: 6
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ASSIGNMENT OF TRADEMARKS

WHEREAS, Bag Boy, LLC, a Virginia Limited Liability Company, with its principal place of business at 8575 Magellan Parkway, Suite 1000, Richmond, Virginia, 23227 (hereinafter referred to as "ASSIGNOR"), has used in its business trademarks, and is the owner of the United States trademark applications and registrations set forth in Schedule A attached hereto and made a part hereof, international trademark applications and registrations as set forth in Schedule B attached hereto and made a part hereof, and abandoned United States and foreign trademark applications and registrations set forth in Schedule C attached hereto and make a part hereof (the listed trademarks, trademark applications and registrations collectively referred to herein as the "TRADEMARKS");

WHEREAS, Dynamic Brands, LLC, a Virginia Limited Liability Company, with its principal place of business at 8575 Magellan Parkway, Suite 1000, Richmond, Virginia, 23227 (hereinafter referred to as "ASSIGNEE"), has acquired all right, title, and interest in the TRADEMARKS, all registrations that may be granted for the TRADEMARKS in the United States and foreign countries, and all other trademarks and trademark applications and registrations throughout the world owned by ASSIGNOR, and the goodwill of the business associated with the TRADEMARKS;

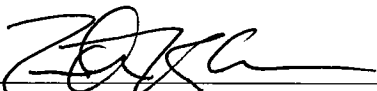
WHEREAS, ASSIGNEE desires to have a recordable document evidencing title to the TRADEMARKS;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are thereby acknowledged, ASSIGNOR hereby sells, assigns, and transfers to ASSIGNEE, the entire right, title, and interest in and to the TRADEMARKS, all registrations that may be granted for the TRADEMARKS in the United States and in foreign countries, and all other trademarks and trademark applications and

registrations throughout the world owned by ASSIGNOR, together with all common law rights in the TRADEMARKS, all goodwill of the business symbolized by and associate with the TRADEMARKS, and all rights of ASSIGNOR associated therewith, including the right to sue for and collect damages by reason of past infringements of the TRADEMARKS. ASSIGNOR further assigns to ASSIGNEE the right to claim priority or other rights deriving from any trademark application by virtue of international convention, treaty, or otherwise. The TRADEMARKS and all trademarks and trademark applications assigned hereby to be held and enjoyed by ASSIGNEE for its use and benefit and by its successors and assigns for their use and benefit as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this agreement, transfer and sale not been made.

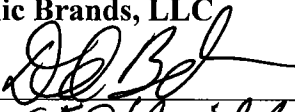
Executed at Richmond, Virginia, this 14th day of June, 2005.

ASSIGNOR
Bag Boy, LLC

By 
Name: LEIGHTON KLEVANA
Title: COO

Executed at Richmond, Virginia, this 14th day of June, 2005.

ASSIGNEE
Dynamic Brands, LLC

By 
Name: CEO David Boardman
Title:

State of Virginia)
) ss.
County of Henrico)

I certify that I know or have satisfactory evidence that LEIGHTON KLEVANIS the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it as the _____ of Bag Boy, LLC, to be the free and voluntary act of said corporation for the uses and purposes mentioned in the instrument.

Dated 14th June 2005

Signature of Notary Public Sangeeta Sharma

Printed Name SANGEETA SHARMA

My Appointment Expires MY COMMISSION EXPIRES FEBRUARY 28, 2006

State of Virginia)
) ss.
County of Henrico)

I certify that I know or have satisfactory evidence that DAVID BOARDMAN 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 this instrument, and acknowledged it as the _____ of Dynamic Brands, LLC, to be the free and voluntary act of said corporation for the uses and purposes mentioned in the instrument.

Dated 14th June 2005

Signature of Notary Public Sangeeta Sharma

Printed Name SANGEETA SHARMA

My Appointment Expires MY COMMISSION EXPIRES FEBRUARY 28, 2006

SCHEDULE A

U.S. Trademarks

DWT File #	Country	Trademark	Application No	Registration No	Status
			Filing Date	Registration Date	
59212-86	US	BAG BOY	71/490,662	426639	Registered
			29-Oct-1945	07-Jan-1947	
59212-45	US	BABY JOGGER	73/510,096	1,342,477	Registered
			23-Nov-1984	18-Jun-1985	
59212-87	US	BABY JOGGER and Design	78/405,832		Pending
			21-Apr-2004		
59212-44	US	JOGGER	74/167,359	1,677,528	Registered
			16-May-1991	03-Mar-1992	
59212-48	US	JOGGEROO	75/699,550	2,518,090	Registered
			06-May-1999	11-Dec-2001	
59212-2	US	MISCELLANEOUS DESIGN (TRIANGULAR UPPER FRAME)	75/117,730	2,179,868	Registered
			12-Jun-1996	11-Aug-1998	
59212-40	US	RUNNER PUSHING STROLLER DESIGN	74/036,734	1,624,726	Registered
			06-Mar-1990	27-Nov-1990	
59212-37	US	THE STROLLER FOR RUNNERS	73/730,258	1,552,378	Registered
			23-May-1988	15-Aug-1989	
59212-36	US	THE TWINNER	73/681,446	1,484,202	Registered
			31-Aug-1987	12-Apr-1988	
59212-35	US	THE WALKABOUT	73/681,444	1,486,072	Registered
			31-Aug-1987	26-Apr-1988	
59212-34	US	THE ZIPPER	74/352,099	1,864,243	Registered
			25-Jan-1993	22-Nov-1994	
	US	ZIP-TO-FIT	76/130,798	2,487,460	Registered
			31-Aug-2000	11-Sep-2001	

SCHEDULE B

Foreign Trademarks

DWT File #	Country	Trademark	Application No	Registration No	Status
			Filing Date	Registration Date	
59212-47	CA	BABY JOGGER	570106	342354	Registered
			30-Sep-1986	30-Jun-1988	
59212-49	CH	BABY JOGGER	4383/1999	493954	Registered
			19-May-1999	23-Jan-2002	
59212-46	DE	BABY JOGGER	R46630/12WZ	1131649	Registered
			27-Apr-1988	07-Dec-1988	
59212-10	EU	BABY JOGGER	390427	390427	Registered
			06-Nov-1996	25-May-1998	
59212-16	JP	BABY JOGGER	09-177845	4440071	Registered
			18-Nov-1997	15-Dec-2000	
59212-24	NO	BABY JOGGER	19962016	200565	Registered
			10-May-1996	02-Dec-1999	
59212-17	JP	BABY JOGGER (STYLIZED)	10-15921	4381864	Registered
			02-Mar-1998	12-May-2000	
59212-90	CA	BABY JOGGER and Design	1234562		Pending
			21-Oct-2004		
59212-89	WP	BABY JOGGER and Design	Z1231720		Pending
			21-Oct-2004		
59212-11	EU	JOGGER	390443	390443	Registered
			06-Nov-1996	25-May-1998	
59212-15	JP	JOGGER	09-177844	4440070	Registered
			18-Nov-1997	15-Dec-2000	
59212-13	EU	MISCELLANEOUS DESIGN	558189	558189	Registered
			18-Jun-1997	09-Mar-1999	
59212-21	TW	MISCELLANEOUS DESIGN	86037123	816763	Registered
			18-Jul-1997	16-Sep-1998	
59212-19	JP	THE TWINNER	10-15924	4290576	Registered
			02-Mar-1998	02-Jul-1999	
59212-14	EU	TWINKLE	777425	777425	Registered
			23-Mar-1998	22-Oct-1999	
59212-18	JP	TWINKLE	10-15923	4290575	Registered
			02-Mar-1998	02-Jul-1999	
59212-22	TW	TWINKLE	87003003	843485	Registered
			20-Jan-1998	16-Mar-1999	
59212-9	EU	TWINNER	393314	393314	Registered
			06-Nov-1996	10-Jul-1998	
59212-12	EU	ZIPPER	381772	381772	Registered
			06-Nov-1996	10-Sep-1998	

SCHEDULE C

Abandoned Trademarks

DWT File #	Country	Trademark	Application No	Registration No	Status
				Registration Date	
59212-3	US	BABY JOGGER LOGO	75/287,586	2,237,533	Expired
			06-May-1997	06-Apr-1999	
	US	BAG BOY (Stylized)	75/413,718		Abandoned
			05-Jan-1998		
	US	BAG BOY and Design	75/413,717		Abandoned
			05-Jan-1998		
	US	BAG BOY and Design	75/413,715		Abandoned
			05-Jan-1998		
59212-43	US	DESIGN OF A BABY STROLLER	74/039,707	1,743,015	Expired
			19-Mar-1990	29-Dec-1992	
59212-41	US	RACING STROLLER	74/528,744	1,959,667	Expired
			24-May-1994	05-Mar-1996	
59212-20	Japan	SPECIAL NEEDS	10-15926		Abandoned
			02-Mar-1998		
59212-39	US	SUPER JOGGER	74/151,423	1,742,248	Expired
			26-Mar-1991	22-Dec-1992	
59212-38	US	THE FUNABOUT	74/239,075	1,795,779	Expired
			17-Jan-1992	28-Sep-1993	
59212-4	US	TWINKLE	75/369,307	2,289,409	Expired
			07-Oct-1997	26-Oct-1999	
	US	WALK THE COURSE	75/485,210		Abandoned
			27-Mar-1998		
59212-42	US	ZIPPER STROLLER Design	74/642,917	2,007,284	Expired
			06-Mar-1995	08-Oct-1996	