JP \$40.00 78235

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
Mayo International Pty Ltd.		09/03/2004	CORPORATION: AUSTRALIA

RECEIVING PARTY DATA

Name:	Plush Puppy Pty Ltd.
Street Address:	24 Rutland Road
City:	Box Hill, Victoria
State/Country:	AUSTRALIA
Postal Code:	3128
Entity Type:	CORPORATION: AUSTRALIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78235740	PLUSH PUPPY

CORRESPONDENCE DATA

Fax Number: (617)439-4170

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

Phone: 6174394444

Email: trademark@edwardsangell.com

Correspondent Name: Christine C. O'Day
Address Line 1: 101 Federal Street

Address Line 4: Boston, MASSACHUSETTS 02110

DOMESTIC REPRESENTATIVE

Name: Christine C. O'Day, Edwards & Angell

Address Line 1: 101 Federal Street

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Christine C. O'Day

TRADEMARK REEL: 003109 FRAME: 0246

900027074

Signature:	/Christine C. O'Day/
Date:	06/23/2005
Total Attachments: 2 source=PLUSH PUPPY Assignment#page1.tif source=PLUSH PUPPY Assignment#page2.tif	

TRADEMARK REEL: 003109 FRAME: 0247

I hereby certify that this and the attached page(s) constitutes a true and correct copy of the original document.

ASSIGNMENT

THIS DEED made the

day of September, two thomps in the street Practitioner within the meaning of the Legal Practice Act 1996.

BETWEEN MAYO INTERNATIONAL PTY LTD, ACN 006 124 063, of 24 Rutland Road, Box Hill, Victoria 3128, Australia (hereinafter called "the Assignor") of the one part

AND PLUSH PUPPY PTY LTD, ACN 082 795 837, of 24 Rutland Road, Box Hill, Victoria 3128, Australia (hereinafter called "the Assignee") of the other part:

WHEREAS the Assignor is the owner of Australian Trade Mark Registration No. 735879, particulars of which are set out in Schedule A hereto (hereinafter referred to as "the said Trade Mark Registration").

WHEREAS the Assignor has applied for registration of certain trade marks in Canada and the United States of America, particulars of which are set out in Schedule B hereto (hereinafter referred to as "the said Trade Mark Applications")

AND WHEREAS the Assignor has agreed with the Assignee for certain valuable consideration to assign and transfer to the Assignee the said Trade Mark Registration and the said Trade Mark Applications together with the goodwill of the business of the Assignor concerned in the goods in respect of which the said Trade Mark Registration is registered and the said Trade Mark Applications are to be registered

NOW THIS DEED WITNESSETH that in pursuance of the said agreement and for the consideration mentioned paid by the Assignee to the Assignor (the receipt of which the Assignor doth hereby acknowledge) the Assignor doth hereby assign and transfer unto the Assignee the said Trade Mark Registration and the said Trade Mark Applications together with the goodwill of the business of the Assignor concerned in the goods in respect of which the said Trade Mark Registration is registered and the said Trade Mark Applications are to be registered to hold the same unto the Assignee absolutely

TOGETHER WITH full power sole right and authority to the Assignee to apply for and obtain entry of its name in the Register of Trade Marks in Australia as owner of the said Trade Mark Registration and in the Registers of Trade Marks in Canada and the United States of America as owner of the registrations which issue from the said Trade Mark Applications |

AND the Assignor and Assignee mutually convenant and agree that the Assignor shall execute any and all documents which it may be called upon to execute in order to give full effect to this assignment

> REEL: 003109 FRAME: 0248

ALSO AND FURTHER the Assignor assigns and transfers to the Assignee any and all of the Assignor's rights and remedies against others in relation to any and all past present and future infringements of any and all of the rights in the said Trade Mark Applications.

SCHEDULE A			
Country	Registration No.	Mark	Filing Date
Australia	735879	PLUSH PUPPY	2 June 1997

SCHEDULE B				
Country	Application No.	Mark	Filing Date	
Canada	1,175,241	PLUSH PUPPY	17 April 2003	
United States of America	78/235,740	PLUSH PUPPY	9 April 2003	

<u>IN WITNESS WHEREOF</u> the parties hereto have executed this Deed as of the day and year first above written.

SIGNED for and on behalf of

MAYO INTERNATIONAL PTY LTD

at Woolloongabba, Queensland

this 3 day of September 2004

yitness

Name of Signatory Cheryl Le Court

Director

Position in Company

SIGNED for and on behalf of

PLUSH PUPPY PTY LTD

RECORDED: 06/23/2005

at Woolloongabba, Queensland

this 3 cal day of September 2004

D- & S Witness Name of Signatory Cheryl Le Court

Director

Position in Company

[.]''**TRADEM**ARK L: 003109 FRAME: 0249