

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Abstract of Foreclosure Bill of Sale

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mango Designs, LLC		01/09/2002	Limited Liability Company:

**RECEIVING PARTY DATA**

<b>Name:</b>	Gilmore A. Duncan Jr.
<b>Street Address:</b>	78-6805 Kuhinanui Way
<b>City:</b>	Kailua-Kona
<b>State/Country:</b>	HAWAII
<b>Postal Code:</b>	96740
<b>Entity Type:</b>	INDIVIDUAL:

<b>Name:</b>	Sharon D. Duncan
<b>Street Address:</b>	78-6805 Kuhinanui Way
<b>City:</b>	Kailua-Kona
<b>State/Country:</b>	HAWAII
<b>Postal Code:</b>	96740
<b>Entity Type:</b>	INDIVIDUAL:

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	1731281	MANGO
Registration Number:	1845171	PEEK-A-BOO PALS
Registration Number:	2121818	TALENA
Registration Number:	2221148	BOO
Registration Number:	2181193	WALKER
Registration Number:	2179501	WILD GAME PALS

**CORRESPONDENCE DATA**

CH \$165.00 1731281

Fax Number: (916)329-4900  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 415-773-5700  
Email: lpartmann@orrick.com  
Correspondent Name: Zach Finley  
Address Line 1: 405 Howard Street  
Address Line 4: San Francisco, CALIFORNIA 94105-2669

NAME OF SUBMITTER:	Zach Finley
Signature:	/Zach Finley/
Date:	08/03/2005

Total Attachments: 7  
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**ABSTRACT OF FORECLOSURE BILL OF SALE**

WHEREAS, on or about January 9, 2002, Mango Designs, LLC ("Mango") executed and delivered to Sharon D. Duncan and Gilmore A. Duncan, Jr. (the "Secured Parties") that certain Promissory Note in the principal amount of \$250,000.00 (the "Note").

WHEREAS, on or about January 9, 2002, Mango executed and delivered to the Secured Parties that certain Security Agreement (the "Security Agreement") whereby Mango granted to Secured Parties a security interest in all of its personal property as more particularly set forth and described in Exhibit "A" hereto, and by this reference incorporated herein.

WHEREAS, on or about January 9, 2002, Mango executed and delivered to the Secured Parties that certain Intellectual Property Security Agreement (the "Intellectual Property Security Agreement", and together with the Security Agreement, the "Security Documents") whereby Mango granted to Secured Parties a security interest in all of its intellectual property including without limitation the copyrights, patents, licenses and trademarks set forth and described in Exhibit "B" hereto, and by this reference incorporated herein.

WHEREAS, on or about May 9, 2002, Mango executed that certain UCC-1 Financing Statement which was filed with the California Secretary of State on May 9, 2002 (Reference File No. 0212961064).

WHEREAS, on or about May 29, 2002, Mango executed that certain UCC-3 Financing Statement Amendment which was filed with the California Secretary of State on May 29, 2002 (Reference File No. 02150C0681).

WHEREAS, on September 16, 2004, the Secured Parties delivered to Mango a letter regarding NOTICE OF EVENT OF DEFAULT, ACCELERATION OF BALANCE DUE AND DEMAND FOR PAYMENT OF PROMISSORY NOTE (the "Demand Letter") advising Mango of its default of the terms of the Security Documents and the Note, demanding full payment of all amounts then due and owing under the Note, and advising Mango that should it fail to pay the full amount then due and owing under the Note that the Secured Parties would pursue all of their rights and remedies against Mango, including the enforcement of their rights as a secured creditor under the California Uniform Commercial Code pursuant to the Security Documents and the Note.

WHEREAS, on October 14, 2004, the Secured Parties delivered to Mango a letter regarding NOTICE OF FAILURE TO SATISFY DEMAND AND CURE DEFAULTS, AND INTENT TO FORECLOSE (*the "Notice of Disposition of Collateral"*) which advised Mango of Mango's failure to timely pay all amounts then due and owing as set forth in the Demand Letter; stating that the Secured Parties believe the amount due under the Note as of August 31, 2004 to be \$280,624.99; giving notice to Mango of the Secured Parties' exercise of their rights and remedies under the Security Documents and the Note, and in particular that on October 25, 2004 at 10:00 o'clock a.m., Pacific Daylight Time, the Secured Parties intended to sell the property of Mango in which the Secured Parties maintained a security interest pursuant to the Security Documents and the Note (the "Collateral") by a public sale at the Law Offices of Murray & Murray, A Professional Corporation, 19330 Stevens Creek Blvd., Cupertino, California 95014; enclosing a form of the NOTICE OF TIME, PLACE AND TERMS OF PUBLIC SALE OF COLLATERAL (the "Notice of Sale"); demanding that Mango assemble the Collateral and make it available for inspection by the public at Security Public Storage, 110 E. 25<sup>th</sup> Avenue, San Mateo, California 94403, from 10:00 o'clock a.m. to 11:00 o'clock a.m., Pacific Daylight Time, on October 22, 2004; and further demanding that on October 25, 2004 at 10:00 o'clock a.m., Pacific Daylight Time, Mango deliver to the Secured Parties all of the Collateral and any and all certificates of title and other documents relating to the Collateral.

WHEREAS, on October 15, 2004, the Secured Parties caused to be published in the San Mateo County Times and the San Jose Mercury News the Notice of Sale giving notice that the Collateral would be available for inspection by the public at Security Public Storage, 110 E. 25<sup>th</sup> Avenue, San Mateo, California 94403, from 10:00 o'clock a.m. to 11:00 o'clock a.m., Pacific Daylight Time, on October 22, 2004, and that a public sale of the Collateral would be conducted on October 25, 2004 at 10:00 o'clock a.m., Pacific Daylight Time, at the Law Offices of Murray & Murray, A Professional Corporation, 19330 Stevens Creek Blvd., Cupertino, California 95014.

WHEREAS, on October 22, 2004, from 10:00 o'clock a.m. to 11:00 o'clock a.m., Pacific Daylight Time, at Security Public Storage, 110 E. 25<sup>th</sup> Avenue, San Mateo, California 94403, pursuant to the Notice of Sale, the public inspection of Collateral proceeded as scheduled.

WHEREAS, the Notice of Sale provides (at page 2, third paragraph, fourth sentence) that "The sale may be postponed from time to time by public announcement at the time and place last scheduled for the sale." Pursuant to this provision, the Secured Parties, through their counsel,

appeared at the Law Offices of Murray & Murray, A Professional Corporation, 19330 Stevens Creek Boulevard, Cupertino, California 95014-2526 on October 25, 2004 at 10:00 o'clock a.m., Pacific Daylight Time, and announced that the public sale of the assets of Mango Designs, LLC as contemplated in the Notice of Sale was postponed to October 27, 2004 at 3:00 o'clock p.m., Pacific Daylight Time, at the Law Offices of Murray & Murray, A Professional Corporation, 19330 Stevens Creek Boulevard, Cupertino, California 95014-2526.

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WHEREAS, on November 12, 2004, at 3:00 o'clock p.m., Pacific Standard Time, at the Law Offices of Murray & Murray, A Professional Corporation, 19330 Stevens Creek Blvd., Cupertino, California 95014, the duly noticed public sale of the Collateral was conducted as set forth in the Notice of Sale.

WHEREAS, the only person in attendance at the duly noticed sale of the Collateral was John Walshe Murray of Murray & Murray, A Professional Corporation, attorneys for the Secured Parties.

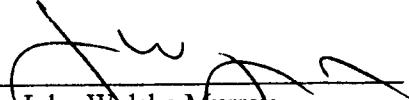
WHEREAS, the sale was opened for bidding at the duly noticed public sale of the Collateral; the only bidder to submit a bid being the Secured Parties; the amount of the Secured Parties' bid being \$85,000.00 of their claim against Mango; and no other bids having been submitted.

NOW, THEREFORE, the Secured Parties hereby sell, as SELLER, and, in consideration of \$85,000.00 of its claim against Mango, purchase, as BUYER, all of the personal property described in the Note, the Security Documents, the UCC-1 Financing Statement, the UCC-3 Financing Statement Amendment and the Notice of Sale, including without limitation all of the personal property set forth and described in Exhibit "A" hereto and all of the copyrights, patents, licenses and trademarks set forth and described in Exhibit "B" hereto. The Secured Parties shall have and hold the personal property so described unto themselves, their representatives, their

successors and assigns forever. The Secured Parties hereby covenant that they are the lawful owner of said goods, free from the rightful claims of all others, and that they shall defend their title to said goods against all and every person and persons whomsoever.

Dated: November 12, 2004

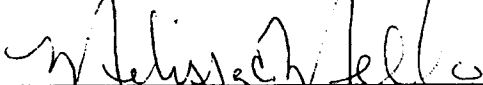
MURRAY & MURRAY  
A Professional Corporation

By   
John Walshe Murray  
Attorneys for the Secured Parties

STATE OF CALIFORNIA        )  
  ) SS.  
COUNTY OF CALIFORNIA    )

On January 4, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHN WALSHE MURRAY, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Melissa C. Mello, Notary Public



(This Area for Official Notary Seal)

JWM  
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Any and all of the Accounts, Chattel Paper, Deposit Accounts, Documents, Equipment, Instruments, Inventory, Investment Property, General Intangibles, Letter of Credit Rights, Negotiable Collateral, Supporting Obligations, Grantors' Books, in each case whether now existing or hereafter acquired or created, any money or other assets of the Grantor that now or hereafter come into the possession, custody, or control of Secured Party and any Proceeds or products of any of the foregoing, or any portion thereof.

Intellectual Property Collateral now existing or hereafter acquired or arising:  
described as follows:

(a) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations in part thereof;

(b) all copyrights and applications for copyright, domestic or foreign, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all other rights and works of authorship, all rights, claims and demands in any way relating to any such copyrights or works, including royalties and rights to sue for past, present or future infringement, and all rights of renewal and extension of copyright;

(c) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(d) all trade secrets, confidential information, customer lists, license rights, advertising materials, operating manuals, methods, processes, know-how, sales literature, sales and operating plans, drawings, specifications, blue prints, descriptions, inventions, name plates and catalogs;

(e) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets; and

(f) Intellectual Property Collateral shall include, without limitation, rights and interests under all licenses or other agreements in favor of Grantor pertaining to patents, trademarks, copyrights and other intellectual property presently or in the future owned or used by third Persons, but in the case of third Persons which are not Subsidiaries or Affiliates of Grantor only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third Persons unless the UCC or other applicable law renders the requirement of such consent ineffective (giving effect to any change in applicable law).

**EXHIBIT A**

**TRADEMARK  
REEL: 003133 FRAME: 0290**



### Copyrights

Description	Registration/ Application Number	Registration/ Application Date
Pencil Case (Walker)	VAu373-719	8/15/96
Lion Backpack	VA842-837	12/24/96
Leopard Backpack	VA 790-218	5/13/96
Dalmation Backpack	VA 835-303	12/30/96

### Patents

Description	Registration/Application Number	Registration/ Application Date
Exclusive license to make, have made, use, offer for sale, sell, lease, import and sublicense United States Patent No. 5,071,385 granted by Colleen Cox to Mango Designs, LLC.	5,071,385	12/10/91

### Trademarks

Description	Registration/ Application Number	Registration/ Application Date
Mango	1731281	Nov. 10, 1992
Peek-A-Boo Pals	1845171	July 12, 1994
Talena	2121818	Dec. 16, 1997
Boo	2221148	Feb. 2, 1999
Walker	2181193	Aug. 11, 1998
Wild Game Pals	2179501	Aug. 4, 1998

**EXHIBIT B**