

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
Gilmore A. Duncan Jr.		01/27/2005	INDIVIDUAL:
Sharon D. Duncan		01/27/2005	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Tinco Toys Company, Limited
Street Address:	22 Kai Cheung Road
Internal Address:	1/F Kader Building
City:	Kowloon Bay, Kowloon
State/Country:	HONG KONG
Entity Type:	CORPORATION: HONG KONG

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:	2179501	WILD GAME PALS
Registration Number:	2181193	WALKER

CORRESPONDENCE DATA

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

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DOMESTIC REPRESENTATIVE

Name: Zach Finley
Address Line 1: 405 Howard Street
Address Line 2: Orrick, Herrington & Sutcliffe LLP
Address Line 4: San Francisco, CALIFORNIA 94105

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

Total Attachments: 3
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TRADEMARK AND COPYRIGHT ASSIGNMENT

This Trademark and Copyright Assignment (this "Assignment") is made by Sharon D. Duncan and Gilmore A Duncan, Jr., a wife and husband ("Assignor"), to Tinco Toys Company Limited, a Hong Kong corporation ("Assignee").

Whereas, pursuant to that certain Intellectual Property Security Agreement, dated as of January 9, 2002 (the "IP Security Agreement"), Mango Designs, LLC ("Mango") granted and pledged to Assignor a security interest in, *inter alia*, all of Mango's right, title and interest in and to the trademarks and copyrights set forth on Exhibit A to this Assignment, together with: (i) all applications and registrations pertaining to the foregoing, (ii) all of the goodwill of the business pertaining to the foregoing trademarks, and (iii) all right to sue for past, present and future infringements of the foregoing (collectively, the "Assigned Property");

Whereas, on November 12, 2004, Assignor foreclosed on its security interest in the Assigned Property and now purports to be the owner of the Assigned Property; and

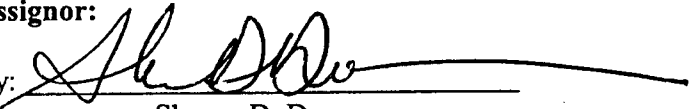
Whereas, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Assigned Property;

Now therefore, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, grant, sell, and otherwise convey to Assignee, its successors, assigns, and legal representatives all of Assignor's right, title, and interest in and to the Assigned Property, including all common law rights therein, free and clear of all liens and encumbrances; provided, however, that Assignee agrees that Assignor shall retain the limited right to sell, without royalty of any kind payable to Assignee (other than the Inventory Payment, as that term is defined in the Agreement and Mutual Release dated as of December 22, 2004 among Assignor, Assignee and Kader Industrial Company Limited), inventory formerly owned by Mango now in Assignor's possession that incorporates any of the Assigned Property; provided further, that such limited right of Assignor shall terminate automatically upon the earlier of (a) the disposition of all such inventory by Assignor or (b) December 31, 2005.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Assignment as of the date last below set forth.

Dated: 1/27/05

Assignor:

By: 
Sharon D. Duncan

Dated: 1-27-05


By: 
Gilmore A. Duncan, Jr.

EXHIBIT A

A. Trademarks:

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Mango	1731281	November 10, 1992
Peek-A-Boo Pals	1845171	July 12, 1994
Talena	2121818	December 16, 1997
Boo	2221148	February 2, 1999
Wild Game Pals	2179501	August 4, 1998
Walker	2181193	August 11, 1998

B. Copyrights:

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Pencil Case (Walker)	VAu373-719	August 15, 1996
Lion Backpack	VA842-837	December 24, 1996
Leopard Backpack	VA 790-218	May 13, 1996
Dalmation Backpack	VA 835-303	December 30, 1996