

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kabushiki Kaisha Bandai		08/18/2006	CORPORATION: JAPAN
RECEIVING PARTY DATA			
Name:	Kabushiki Kaisha Sunrise		
Street Address:	44-10, Kamiigusa 2-chome, Suginami-ku		
City:	Tokyo		
State/Country:	JAPAN		
Entity Type:	CORPORATION: JAPAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2385826	MOBILESUIT	
CORRESPONDENCE DATA			
Fax Number:	(202)530-5902		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2025305900		
Email:	smith@smithpatentoffice.com		
Correspondent Name:	Randolph A. Smith, Smith Patent Office		
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Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006-3433		
ATTORNEY DOCKET NUMBER:	0086/116001		
DOMESTIC REPRESENTATIVE			
Name:	Randolph A. Smith, Smith Patent Office		
Address Line 1:	1901 Pennsylvania Ave., N.W.		
Address Line 2:	Suite 901		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006-3433		

OP \$40.00 2385826

NAME OF SUBMITTER:	Randolph A. Smith
Signature:	/Randolph A Smith/
Date:	09/12/2006
Total Attachments: 2 source=Assignment 2385826#page1.tif source=Assignment 2385826#page2.tif	

TRADEMARK ASSIGNMENT

This trademark assignment ("ASSIGNMENT") with goodwill is entered into as of the latter date of execution below, by and between Kabushiki Kaisha Bandai, a Japanese corporation ("ASSIGNOR"), and Kabushiki Kaisha Sunrise, ("ASSIGNEE"), a Japanese corporation.

WHEREAS ASSIGNOR is the rightful owner of the mark MOBILESUIT registered as U.S. Trademark Registration No. 2,385,826 ("Mark") and desires to assign all right, title and interest in and to the Mark to ASSIGNEE; and

WHEREAS ASSIGNEE desires to acquire all right, title and interest in and to the Mark from ASSIGNOR and is the successor to that portion of ASSIGNOR'S business to which the Mark pertain.

NOW, THEREFORE, in consideration of the foregoing, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE agree as follows:

1. ASSIGNOR hereby assigns unto ASSIGNEE all right, title and interest in and to the Mark, together with all pending and issued foreign and U.S. registrations and renewals therefor, the goodwill of ASSIGNOR'S business symbolized thereby and all worldwide rights contained therein.

2. This ASSIGNMENT shall also include all claims for damages by reason of past infringement of the Mark, if any, together with the right to sue for and collect the same for the sole use and benefit of ASSIGNEE and its successors, assigns or other legal representatives.

3. ASSIGNOR represents and warrants to ASSIGNEE as follows:

3.1 ASSIGNOR has the full right, power and authority to enter into and perform this ASSIGNMENT and to grant to ASSIGNEE all the rights granted herein; and ASSIGNOR is not a party to any agreement or understanding that would conflict with this ASSIGNMENT; and

3.2 ASSIGNOR is the sole legal and beneficial owner of any and all rights in and to the Mark and hereby transfers all such rights to ASSIGNEE.

4. ASSIGNOR, within a reasonable time following execution hereof, shall transfer to ASSIGNEE, all files in its possession and control for all applications, registrations, licenses, permits, releases or other necessary consents, if any, relating to the Mark or any portion or component thereof. ASSIGNOR shall assist ASSIGNEE in

obtaining any further registrations, licenses, permits or releases relating to the Mark as reasonably desired and required by ASSIGNEE. If ASSIGNOR is unavailable or otherwise unwilling to execute such documents, ASSIGNOR appoints ASSIGNEE as its attorney-in-fact to execute any such documents that ASSIGNEE deems necessary to record this grant with the United States Patent and Trademark Office ("PTO"), similar foreign offices or elsewhere.

5. ASSIGNOR agrees to execute and deliver, from time to time, all further instruments of conveyance, assignment and further assurances, and to perform all such other acts, as may be reasonably required to transfer and assign to ASSIGNEE all of ASSIGNOR'S interests in and to the Mark.

6. ASSIGNOR shall assist ASSIGNEE in recording this ASSIGNMENT with the PTO and state agencies as necessary and in complying with such other procedures and formalities as necessary to obtain full rights and benefits in and to the Mark under federal and state laws.

7. This ASSIGNMENT constitutes the entire agreement by and between the parties hereto with respect to the subject matter hereof. Any amendment to this ASSIGNMENT must be in writing and signed by ASSIGNOR and ASSIGNEE.

8. This ASSIGNMENT shall be governed by and interpreted and enforced in accordance with the substantive laws of Japan, without regard to its conflict-of-law provisions. ASSIGNOR and ASSIGNEE hereby consent to the exclusive jurisdiction of the Tokyo District Court in any dispute arising under, from or in connection with this ASSIGNMENT.

9. This ASSIGNMENT shall become effective for all purposes as of the latter date of execution below.

ASSIGNOR:

Kabushiki Kaisha Bandai,
a Japanese corporation
4-8, Komagata 1-chome
Taito-ku, Tokyo, Japan

By:


Kenichi Osonoe

Its: General Manager

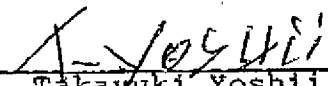
Date:

08/18/2006

ASSIGNEE:

Kabushiki Kaisha Sunrise,
a Japanese corporation
44-10, Kamiigusa 2-chome
Suginami-ku, Tokyo, Japan

By:


Takayuki Yoshii

Its: President

Date:

Sep. 4, 2006