

## 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
Sharper Image Corporation		09/08/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Dr. Sophia Yin		
Street Address:	3215 Trawler Place		
City:	Davis		
State/Country:	CALIFORNIA		
Postal Code:	95616		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3094209	TREAT & TRAIN	
Registration Number:	3099134	TREAT & TRAIN	
CORRESPONDENCE DATA			
Fax Number:	(972)628-3616		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	972-628-3600		
Email:	cboyd@munckbutrus.com		
Correspondent Name:	Munck Butrus, P.C.		
Address Line 1:	P.O. Drawer 800889		
Address Line 2:	Docket Clerk		
Address Line 4:	Dallas, TEXAS 75380		
NAME OF SUBMITTER:	Cami Dawson Boyd		
Signature:	/Cami Dawson Boyd/		
Date:	09/14/2006		

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REEL: 003390 FRAME: 0063

**Total Attachments: 3**

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## **ASSIGNMENT OF TRADEMARK RIGHTS**

This Assignment of Trademark Rights (the "Assignment") is effective September 8, 2006, by and between by and between Sharper Image Corporation, a corporation existing under the laws of the State of Delaware, whose corporate headquarters is located at 350 The Embarcadero, 6th Floor, San Francisco, CA 94105 (the "Assignor") and Dr. Sophia Yin, an individual residing at 3215 Trawler Place, Davis, CA 95616 (the "Assignee"); collectively, the Assignor and the Assignee are referred to as the "Parties."

### **WITNESSETH:**

The Assignor is the owner of the registered trademarks listed on SCHEDULE 1 attached hereto and incorporated by reference herein, along with any and all trade dress and domain names associated therewith, together with the goodwill of the business symbolized thereby (collectively referred to as the "Trademarks"), and the Assignee is desirous of acquiring all right, title, and interest in and to the Trademarks.

NOW, THEREFORE, pursuant to an Asset Purchase Agreement dated September 8, 2006, (the "Asset Purchase Agreement") between the Assignor and the Assignee,

Assignor hereby sells, assigns and transfers to the Assignee the entire right, title and interest in and to the Trademarks throughout the world, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made, together with (i) the goodwill of the business associated with the Trademarks; (ii) to the extent transferable, all damages hereafter due or payable to the Assignor with respect to the Trademarks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademarks; and (iii) to the extent assignable, all rights to sue for past, present, and future infringements or misappropriations of the Trademarks.

The Assignor agrees that when requested by the Assignee, it will, at the sole cost of Assignee, execute all documents necessary or desirable to properly vest full right, title and interest in and to all Trademarks throughout the world in the name of the Assignee or which in the sole judgment of the Assignee, may be necessary to obtain, maintain, issue or enforce said Trademarks.

To the extent that this Assignment conflicts with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement are controlling.

*[remainder of page intentionally left blank – signature page follows]*

**ASSIGNMENT OF TRADEMARK RIGHTS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, Sharper Image Corporation has caused this Assignment to be executed and delivered, and Dr. Sophia Yin accepts this Assignment executed and delivered, as of September 8, 2006.

**ASSIGNOR:**  
**SHARPER IMAGE CORPORATION**

by

  
Name: MICHELLE ARNEY  
Title: VP. IP & LEGAL AFFAIRS

STATE OF CALIFORNIA

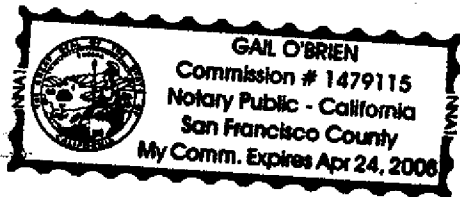
COUNTY OF

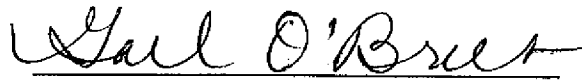
San Francisco

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On this 9th day of September 2006, before me, a Notary Public in and for the State and County aforesaid, personally appeared Michelle Arney known to me to be the person named above who did depose and say that he/she is an officer and V.P. of Sharper Image Corporation and signed and sealed the foregoing instrument.

(Notarial Seal)



  
Notary Public, State of California

My Commission Expires: 4.28.08

**ASSIGNEE:**

  
Dr. Sophia Yin

**ASSIGNMENT OF TRADEMARK RIGHTS**

**SCHEDULE 1**

**Registered Trademarks:**

<u>Country</u>	<u>Serial No./Registration No.</u>	<u>Title</u>
U.S.A.	3,094,209	TREAT & TRAIN (and Design)
U.S.A.	3,099,134	TREAT & TRAIN