

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
Pony International, LLC		06/05/2006	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Pony, Inc.		
Street Address:	1250 J Street		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92101		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78890658	PONY UP	
CORRESPONDENCE DATA			
Fax Number:	(310)203-7199		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(310) 277-1010		
Email:	jwald@irell.com, mcohen@irell.com		
Correspondent Name:	Jane Shay Wald, Esq.		
Address Line 1:	1800 Avenue of the Stars		
Address Line 2:	Suite 900		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	158969-0002-KEND		
NAME OF SUBMITTER:	Jane Shay Wald		
Signature:	/janeshaywald/		

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TRADEMARK
REEL: 003394 FRAME: 0307

Date:

09/20/2006

Total Attachments: 3

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**ASSIGNMENT OF TRADEMARKS AND RELATED CONTRACTS AND
ASSUMPTION AGREEMENT**

This ASSIGNMENT OF TRADEMARKS AND RELATED CONTRACTS AND ASSUMPTION AGREEMENT (this "Agreement") is entered into this 5th day of June, 2006, by and between Pony International, LLC, a California limited liability company ("Assignor"), as assignor, and Pony, Inc., a Delaware corporation ("Assignee"), as assignee, with reference to the following facts and circumstances:

Assignor is the proprietor of the Trademark registrations shown on the attached Exhibit A in the United States (the "Trademarks"), and is party to licensing, distribution and other agreements relating to the Trademarks.

WHEREAS, Assignee desires to acquire all right, title and interest of Assignor in and to the Trademarks and rights related thereto, and all right, title and interest of Assignor in all licensing, distribution and other agreements relating to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer unto Assignee all right, title and interest of Assignor in and to (a) the Trademarks, including without limitation the Trademark registrations identified above, together with the goodwill of the business symbolized by the marks, as well as its entire right, title and interest in and to all State registrations of the marks heretofore granted or applied for, any and all common law and other non-statutory rights to the Trademarks, and any and all claims and demands it may have either at law or in equity arising out of any past infringements, and (b) all license agreements and distribution agreements, and other agreements and rights against third parties relating to any of such Trademarks (collectively, the "**Licensing and Distribution Agreements**"), and (c) all amounts received or receivable by Assignor under the Licensing and Distribution Agreements, arising from and after June 5, 2006.

Assignor does hereby expressly agree that procedures be taken with the offices of the countries in which the Trademarks are registered singly by Assignee to record the transfer of the Trademarks to Assignee. Assignor further agrees to execute such documents and instruments and take any other actions as may be reasonably requested by Assignee to effect and perfect the transfers contemplated hereby and to effect the registration or recordation of such transfers with the relevant governmental agencies and offices.

Assignee hereby agrees to and does assume all obligations and liabilities arising from and after June 5, 2006, under any and all Licensing and Distribution Agreements that would have, but for this Agreement, been obligations and liabilities of Assignor.

In testimony whereof, Assignor and Assignee have caused this Agreement to be executed by its officer(s) thereunto duly authorized.

Dated: June 5, 2006

ASSIGNOR:

Pony International, LLC, a California limited liability company

By: Sharp Gain Profits Limited, an entity incorporated in the British Virgin Islands, its sole member

By: Ho Tingle

Its: Director

Dated: June 5, 2006

ASSIGNEE:

Pony, Inc., a Delaware corporation

By: Ho Tingle

Its: President

U.S. TRADEMARK SCHEDULE

Trademark Name	Application Number	Filing Date
PONY UP	78890658	23-May-2006