

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
Playtime, LLC		06/24/2005	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	Playtime Creations, Inc.		
Street Address:	8480 Upland Drive		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76549169	PLAYTIME CREATIONS	
Serial Number:	76549170	PLAYTIME CREATIONS	
CORRESPONDENCE DATA			
Fax Number:	(303)832-6653		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	720-264-4791		
Email:	ecansler@solpearl.com		
Correspondent Name:	Erik D. Cansler		
Address Line 1:	1801 Broadway		
Address Line 2:	Suite 500		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Erik D. Cansler		
Signature:	/s/ Erik D. Cansler		
Date:	11/30/2006		

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Total Attachments: 1
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TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into as of June 24, 2005 by and between Playtime LLC, a Colorado limited liability company, with its principal place of business at 8480 Upland Drive, Englewood, CO 80112 ("Assignee") and Playtime Creations, Inc., a Colorado corporation with principal place of business at 8480 Upland Drive, Englewood, CO 80112 ("Assignor").

WHEREAS, Assignor wishes to assign to Assignee all rights, title and interest in and to the following marks (the "Marks") and the corresponding federal trademark applications therefore (the "Applications"), including the goodwill and all of the business associated with and pertaining thereto:

<u>Serial Number</u>	<u>Filing Date</u>	<u>Mark</u>	<u>Class</u>
76549169	09/22/2003	PLAYTIME CREATIONS & Design	28
76549170	09/22/2003	PLAYTIME CREATIONS	28

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns to Assignee all rights, title and interest in and to the Marks, the Applications, the goodwill pertaining thereto, and the right to sue third-parties for past violations of any rights pertaining to the Marks.

Assignor agrees to take such further action(s), including execution and delivery of instruments of conveyance, as Assignee may require to give full and proper effect to the foregoing.

IN WITNESS WHEREOF, each of the undersigned represents and warrants that he or she is duly authorized to sign this Trademark Assignment on behalf of the party that he or she represents.

ASSIGNOR:

ASSIGNEE:

PLAYTIME CREATIONS, INC.

PLAYTIME LLC

By: ME - MIKE EVANS

By: ME - MIKE EVANS

Title: President

Title: President