

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
Intervisual Books, Inc. d/b/a Piggy Toes Press		07/26/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Dalmatian Press, LLC
Street Address:	3103 Clairemont Road
Internal Address:	Suite B
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30329
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2360899	A PICTURE PUZZLE BOARD BOOK
Serial Number:	78666573	BABY PIGGY TOES PRESS
Registration Number:	2393843	CRITTER CREATURE BOOKS
Registration Number:	2220382	PIGGY TOES PRESS

CORRESPONDENCE DATA

Fax Number: (314)345-6060
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 314-345-6000
 Email: smurphy@blackwellsanders.com
 Correspondent Name: Wendy Boldt Cohen
 Address Line 1: 720 Olive St.
 Address Line 2: 24th Floor
 Address Line 4: St. Louis, MISSOURI 63101

OP \$115.00 2360899

ATTORNEY DOCKET NUMBER:	16579.83
NAME OF SUBMITTER:	Wendy Boldt Cohen
Signature:	/Wendy Boldt Cohen/
Date:	11/30/2006
Total Attachments: 3 source=Intervisual.to.Dalmatian#page1.tif source=Intervisual.to.Dalmatian#page2.tif source=Intervisual.to.Dalmatian#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made pursuant to and in accordance with that certain Asset Purchase Agreement dated July 26, 2006 (the "APA"), by and between Dalmatian Press, LLC, a Tennessee corporation ("Assignee"), and Intervisual Books, Inc., a Delaware corporation doing business as Piggy Toes Press ("Assignor"), Debtor and Debtor in Possession under Case No. LA 06-11853-RN (the "Case") pending in the United States Bankruptcy Court, Central District of Californian, Los Angeles Division (the "Court"), and that certain Sale Order entered by the Court on July 27, 2006. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the APA and the Sale Order.

WHEREAS, pursuant to the APA, Assignor is desirous of assigning to Assignee all of its entire right, title and interest in and to the marks and United States trademark applications and registrations listed on Exhibit A along with the goodwill associated therewith (collectively, the "Marks") and Assignee is desirous of obtaining all right, title and interest along with the goodwill associated with the Marks.

NOW, THEREFORE, for \$1.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns to Assignee its entire worldwide right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, including all registrations and applications therefor, as well as all renewals and extensions of registrations that are or may be secured by Assignee, its successors, assigns or other legal representatives, including, without limitation, all claims for damages by reason of past, present and future infringement or other unauthorized use of the Mark, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

It is the intention of the parties that Assignor assign to Assignee by this instrument all trademarks owned by Assignor and the goodwill associated therewith, regardless of whether the same are listed on Exhibit A. Assignor hereby covenants and agrees that it will execute any and all instruments and documents reasonably necessary to aid the Assignee, its successors, legal representatives, and assigns, in the implementation and perfection of this Assignment; provided, however, nothing herein shall be deemed to obligate Assignor to (i) incur any cost or expense or any liability to any third party, or (ii) execute any instrument or document or take any action that would expand or increase Assignor's obligations under the APA. Assignor hereby appoints Assignee as its attorney-in-fact, with power of substitution, to execute any additional instruments and documents, which power of attorney is coupled with an interest and irrevocable.

Assignor is making no representations, warranties or other undertakings with respect to the Marks by reason of this Assignment. Assignee hereby accepts the Marks "AS IS," "WHERE IS," and "WITH ALL FAULTS" and, in that connection, Assignor hereby expressly disclaims the implied warranties of merchantability or fitness of the Marks for any particular purpose.

In the event that Assignor or Assignee brings an action or proceeding to enforce the terms and provisions of this Assignment, or in the event that any party is in default of its obligations pursuant hereto, the prevailing party therein shall be entitled to recover from the non-prevailing party (in addition to any other damages or relief awarded) all court costs and expenses (including, without limitation, all reasonable attorneys' fees) incurred by the prevailing party in connection with enforcement or defense of such action or proceeding.

Assignee hereby agrees that so long as Assignor is a Debtor before the Court, the Court shall have sole and exclusive jurisdiction and be the sole and exclusive venue for any action or proceeding relating to this Assignment and/or the Marks, and Assignee hereby irrevocably and unconditionally consents to such exclusive jurisdiction. Assignee further agrees that, so long as the Case is pending, it will not at any time challenge or contest such exclusive jurisdiction of the Court.

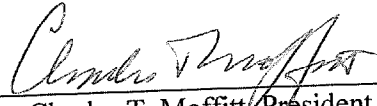
This Assignment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

This Assignment may not be modified, amended, or discharged or any term or provision hereof waived, except in writing signed by the party against whom such modification, amendment, discharge or waiver is sought to be enforced.

IN TESTIMONY WHEREOF, the undersigned, duly authorized, has caused this Assignment to be executed.

ASSIGNOR
INTERVISUAL BOOKS, INC.

Date: 8/4/2006

By: 
Charles T. Moffitt, President

ASSIGNEE
DALMATIAN PRESS, LLC

Date: 8/4/2006

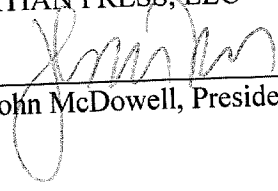
By: 
John McDowell, President

Exhibit A

Trademark

A PICTURE PUZZLE BOARD BOOK

BABY PIGGY TOES PRESS

CRITTER CREATURE BOOKS

PIGGY TOES PRESS

Registration / Application Number

2,360,899

78/666,573

2,393,843

2,220,382