

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Identities of Assignor/Assignee previously recorded on Reel 003436 Frame 0010. Assignor(s) hereby confirms the Assigns the entire interest and goodwill.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Playtime Creations, Inc.		06/24/2005	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	Playtime, LLC
Street Address:	8480 Upland Drive
City:	Englewood
State/Country:	COLORADO
Postal Code:	80112
Entity Type:	LIMITED LIABILITY COMPANY: 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
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 720-264-4791
 Email: ecansler@solpearl.com
 Correspondent Name: Erik 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

OP \$65.00 76549169

Date:

12/07/2006

Total Attachments: 3

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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