

**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
River West Brands LLC		05/01/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Coleco Holdings LLC
Street Address:	141 West Jackson Boulevard
Internal Address:	Suite 3620
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3081651	COLECO
Registration Number:	3045078	COLECOVISION.COM
Registration Number:	2978234	COLECO
Serial Number:	78338364	COLECOVISION
Serial Number:	78226792	COLECO
Serial Number:	78827173	COLECO VISION
Serial Number:	78646398	COLECO
Registration Number:	3133790	HEAD TO HEAD
Serial Number:	78621586	HEAD TO HEAD

**CORRESPONDENCE DATA**

Fax Number: (312)655-1501  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

CH \$240.00 3081651

Phone: (312) 655-1500  
Email: bmtdocket@welshkatz.com  
Correspondent Name: Brett M. Tolpin  
Address Line 1: 120 South Riverside Plaza  
Address Line 2: Suite 2200  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	9416
NAME OF SUBMITTER:	Brett M. Tolpin
Signature:	/bmt/
Date:	04/04/2007

Total Attachments: 1  
source=Assignment of Intellectual Property U.S. applications and-or registrations#page1.tif

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

WHEREAS, River West Brands LLC, a Delaware Limited Liability Company, having its principal place of business at 141 West Jackson Boulevard, Suite 3620, Chicago, IL 60604 (hereinafter referred to as the Assignor), warrants that it is the owner of the following:

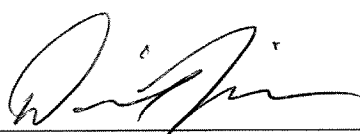
- U.S. Trademark Registration No. 3,081,651 for COLECO
- U.S. Trademark Registration No. 3,045,078 for colecovision.com
- U.S. Trademark Registration No. 2,978,234 for COLECO
- U.S. Trademark Application No. 78/280,763 for COLECO ENTERTAINMENT
- U.S. Trademark Application No. 78/338,364 for COLECOVISION
- U.S. Trademark Application No. 78/226,792 for COLECO
- U.S. Trademark Application No. 78/827,173 for COLECO VISION and design
- U.S. Trademark Application No. 78/646,398 for COLECO and design
- U.S. Trademark Registration No. 3,133,790 for HEAD TO HEAD
- U.S. Trademark Application No. 78/621,586 for HEAD TO HEAD and design

WHEREAS, Coleco Holdings LLC, A Delaware Limited Liability Company having its principal place of business at 141 West Jackson Boulevard, Suite 3620, Chicago, IL 60604 (hereinafter referred to as the Assignee), is desirous of acquiring all rights, title, and interest in and to said U.S. Trademark Registrations, including all common law rights, all federal and worldwide trademark applications, all domain names, and state and foreign applications and registrations (together, the "IP").

WHEREAS, in partial consideration for this assignment, with respect to those agreements already executed by the Assignor with (i) Techno Source, a Hong Kong Corporation with offices at Silvercord Building, 4<sup>th</sup> Floor 30 Canton Road, Kowloon, Hong Kong and with U.S. Sales Offices at 1107 Broadway, Suite 1001, New York, NY 10010 and (ii) GAGWEAR, a Georgia Corporation with offices at 1650 Indian Brook Way, Suite 200, Norcross, GA 30093 (together, the "Existing Agreements"), the Assignor will continue to collect royalties and other monetary benefits during the time duration for the remainder of the Existing Agreements. Coleco Holdings LLC agrees not to interfere with such relationships or the sale of COLECO (and varieties thereof) branded products resulting from the Existing Agreements and has no claim to any compensation under the Existing Agreements.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, (i) Assignor, hereby sells, assigns, and transfers unto Assignee all rights, title, and interest in and to said IP, together with the goodwill of the business symbolized by the COLECO trademark and the business associated therewith and (ii) Assignee hereby grants to Assignor a fully-paid, worldwide, non-exclusive license to the IP, but only to allow Assignor to perform its obligations under the Existing Agreements.

May 1, 2006

By:   
David P. Kuipers  
Chief Financial Officer  
River West Brands LLC