

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
River West Brands LLC		05/15/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Coleco Holdings LLC		
<b>Street Address:</b>	141 West Jackson Boulevard		
<b>Internal Address:</b>	Suite 3620		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60604		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77109684	COLECO ENTERTAINMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)655-1501		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(312) 655-1500		
<b>Email:</b>	bmtdocket@welshkatz.com		
<b>Correspondent Name:</b>	Welsh & Katz, Ltd.		
<b>Address Line 1:</b>	120 South Riverside Plaza		
<b>Address Line 2:</b>	22nd Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	9416-99136		
<b>NAME OF SUBMITTER:</b>	Brett M. Tolpin		
<b>Signature:</b>	/bmt/		

CH \$40.00 77109684

Date:

05/16/2007

Total Attachments: 1

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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 Application No. 77/109,684 for COLECO ENTERTAINMENT

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 Application, including all common law rights, all federal and worldwide trademark applications, all domain names, and state and foreign applications (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 above-identified trademark application 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 15, 2007

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