

**TRADEMARK ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TOMY INCORPORATED		04/20/2007	CORPORATION: JAPAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TOMY COMPANY, LTD.		
<b>Street Address:</b>	9-10 Tateishi 7 chome		
<b>Internal Address:</b>	Katsushika-ku		
<b>City:</b>	Tokyo		
<b>State/Country:</b>	JAPAN		
<b>Entity Type:</b>	CORPORATION: JAPAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75781694	TOMY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(914)723-4301		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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<b>Correspondent Name:</b>	Renee L. Duff		
<b>Address Line 1:</b>	Lackenbach Siegel LLP		
<b>Address Line 2:</b>	One Chase Road		
<b>Address Line 4:</b>	Scarsdale, NEW YORK 10583		
<b>ATTORNEY DOCKET NUMBER:</b>	#4925		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Howard N. Aronson		
<b>Address Line 1:</b>	Lackenbach Siegel LLP		
<b>Address Line 2:</b>	One Chase Road		

**CH \$40.00 75781694**

Address Line 4: Scarsdale, NEW YORK 10583

NAME OF SUBMITTER:

Renee L. Duff

Signature:

/RLD/

Date:

06/28/2007

Total Attachments: 3

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## ASSIGNMENT

ASSIGNMENT this 26th day of June, 2007 by and between **TOMY INCORPORATED**, a Japanese Corporation located at 818, Aza Shinmachi, Oaza Kuma, Ohkuma-machi, Futaba-gun, Fukushima-ken 979-1305, Japan (hereinafter "ASSIGNOR") and **TOMY COMPANY, LTD.**, a Japanese Corporation located at 9-10 Tateishi 7 chome, Katsushika-ku, Tokyo, Japan (hereinafter "ASSIGNEE").

WHEREAS, **ASSIGNOR** is the owner of all right, title and interest in and to the below listed trademark which has been applied for at the United States Patent and Trademark Office, particulars of which are as follows:

<u>Trademark</u>	<u>Serial No.</u>
<b>TOMY &amp; Design</b>	<b>SN 75/781694</b>

(hereinafter referred to as the "Mark"); and

WHEREAS, **ASSIGNOR** and **ASSIGNEE** are each desirous of jointly owning an undivided 50% share in the aforesaid Mark, including an undivided 50% share in the application to register the Mark, any registration issued thereon, and the goodwill of the business symbolized by the Mark, as contemplated and required by, and subject to the terms of that Trademark Agreement executed by and between Assignor and Assignee on or about April 20, 2007 (the "Trademark Agreement"); and

WHEREAS, under the terms of the Trademark Agreement, **ASSIGNOR** and **ASSIGNEE** have agreed that **ASSIGNOR** shall assign to **ASSIGNEE** an undivided 50% share in the aforesaid Mark, including an undivided 50% share in the application to

register the Mark, any registration issued thereon, and the goodwill of the business symbolized by the Mark; and

WHEREAS, **ASSIGNOR** and **ASSIGNEE** have agreed that, upon effecting such assignment, and subject to the terms of the Trademark Agreement, that **ASSIGNOR** and **ASSIGNEE** shall each jointly own an undivided 50% share of the right, title, and interest in and to the aforesaid Mark, together with the goodwill of the business symbolized thereby, and that they shall execute and deliver such documents as may be necessary to create and effect such joint ownership; and

WHEREAS, the parties hereto are desirous of executing this assignment agreement document for purposes of effecting a transfer of an undivided 50% share of the right, title, and interest in and to the aforesaid Mark to **ASSIGNEE**, and for purposes of recordation at the United States Patent and Trademark Office recording title in and to the aforesaid Mark jointly in the names of **ASSIGNEE** and **ASSIGNOR**.

NOW, THEREFORE, for and in consideration of good and valuable consideration to it paid, the receipt and sufficiency of which are hereby acknowledged, and subject to and in accordance with the terms of the Trademark Agreement, said **ASSIGNOR** hereby does hereby sell, assign, and transfer unto **ASSIGNEE** an undivided 50% share of all rights, title and interest in and to said Mark, including the applications and registrations thereof and the Certificates of Registration duly and legally issued therefor, and any and all renewals thereof for the Mark, together with the goodwill of the business symbolized thereby.

**ASSIGNOR** REPRESENTS AND WARRANTS that it has the full right, power

and authority to make this assignment, and that it has not granted and will not grant any assignment or other encumbrance of the Mark to any third party.

**ASSIGNOR** and **ASSIGNEE** further agree and acknowledge that in the event any term of this assignment shall conflict with any term of the Trademark Agreement, the Trademark Agreement shall govern.

**TOMY INCORPORATED**

BY: 

NAME: Nobu Kawaguchi

TITLE: President, CEO

DATE: June 26<sup>th</sup>, 2007

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