

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE ART ASYLUM, INC.		05/02/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	DIAMOND SELECT TOYS & COLLECTIBLES, LLC		
Street Address:	1966 Greenspring Drive		
Internal Address:	Suite 300		
City:	Timonium		
State/Country:	MARYLAND		
Postal Code:	21093		
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2655096	MINIMATES	
Registration Number:	2327983	THE ART ASYLUM INC.	
CORRESPONDENCE DATA			
Fax Number:	(301)575-0335		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	301-575-0302		
Email:	jwachs@offitkurman.com		
Correspondent Name:	Jonathan R. Wachs		
Address Line 1:	8171 Maple Lawn Boilevard		
Address Line 2:	Suite 200		
Address Line 4:	Maple Lawn, MARYLAND 20759		
ATTORNEY DOCKET NUMBER:	70157.011		
NAME OF SUBMITTER:	Jonathan R. Wachs		

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Signature:

/Jonathan R. Wachs/

Date:

09/17/2007

Total Attachments: 2

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EXHIBIT F – ASSIGNMENT OF TRADEMARKS

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made and effective this 2nd day of May, 2007, by and between THE ART ASYLUM, INC., a New York corporation with a present mailing address of 12 West 31st Street, 11th Floor, New York, N.Y. 10001 ("Transferor") and DIAMOND SELECT TOYS & COLLECTIBLES, LLC, a Maryland limited liability company mailing address of 1966 Greenspring Drive, Suite 300, Timonium, Maryland 21093 ("Transferee") (Transferor and Transferee are hereinafter collectively called the "Parties" and individually referred to as a "Party").

WHEREAS, Transferor is the sole current owner of certain federal trademark on the typed version of the term "MINIMATES" which trademark was registered in International Class 28 by the United States Patent and Trademark Office ("USPTO") on November 26, 2002, as trademark registration number 2,655,096 (hereinafter called the "MINIMATES[®] Mark"); and

WHEREAS, Transferor is also the owner of a common law service mark on the typewritten version of the term ART ASYLUM, which service mark was previously registered by the USPTO on March 14, 2000 as service mark registration number 2,327,983 (hereinafter called the "ART ASYLUM Mark") (the MINIMATES[®] Mark and the ART ASYLUM Mark hereinafter collectively called the "Marks").

WHEREAS, Transferee desires to purchase the Marks and to become the owner of record for the MINIMATES[®] Mark, in accordance with the terms hereof, and Transferor desires to sell and assign the Marks to Transferee on the same terms.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby sells, transfers and assigns to Transferee all of Transferor's rights, title to, and interest in the Marks, in accordance with the terms and conditions contained herein. Furthermore, the Parties, with the intent to be legally bound hereby, agree as follows:

1. **Sale and Assignment.** As consideration for all of Transferor's rights, title to, and interest in the Marks, Transferee has paid Transferor the total purchase price ("Purchase Price") of SIXTY THOUSAND DOLLARS (\$60,000.00) (\$10,000 for the Art Asylum Mark and \$50,000 for the MINIMATES[®] Mark), contemporaneous with the Parties' execution hereof. In addition to the Purchase Price, Transferee shall also pay all filing and/or registration fees associated with the assignment of the MINIMATES[®] Mark.
2. **Transferor's Warranties and Representations.** Transferor warrants and represents to Transferee that:
 - (a) Transferor has unencumbered ownership rights in the Marks.
 - (b) Transferor has properly registered the Marks with the USPTO, without committing any fraud or misrepresentation;
 - (c) Transferor has the authority to transfer the Marks;
 - (d) Transferor has not received any notice of a lien placed by a third party on either of the Marks;

(e) Transferor has not used either Mark for any illegal purpose; and

(f) Transferor's use of the Marks does not infringe upon the rights of any third party in any jurisdiction.

3. **Further Assurances.** Transferor agrees to cooperate with Transferee and to follow Transferee's instructions needed to effectuate as expeditiously as possible the assignment of the Marks. Specifically, contemporaneous with the execution hereof, Transferor shall complete, execute and deliver to Transferee all forms required by the USPTO to assign to Transferee all Transferor's rights to and interest in the MINIMATES[®] Mark. Upon the request of Transferee, Transferor shall promptly return the entire Purchase Price to Transferee and reclaim ownership of the Mark, if Transferee provides Transferor with evidence that any warranty or representation made in Section 2 is false or misleading.

4. **Miscellaneous.** This Agreement is governed by the internal substantive laws of the State of Maryland. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. This Agreement constitutes the entire Agreement between the Parties with respect to this transaction. This Agreement supersedes any prior oral or written agreement of the Parties relating to the subject matter hereof. Any changes to this Agreement must be made in writing, signed by an authorized representative of both Parties.

IN WITNESS WHEREOF, the Parties have caused this document to be executed by their authorized officers on the date indicated below.

Dated: May 2nd, 2007 By: Donna Soldano
THE ART ASYLUM, INC. - Transferor
Donna Soldano, Authorized Person

Dated: May 2, 2007 Stephen A. Geppi
DIAMOND SELECT TOYS &
COLLECTIBLES, LLC - Transferee
Stephen A. Geppi, Authorized Person