

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kabushiki Kaisha Bandai		09/03/2007	CORPORATION: JAPAN

RECEIVING PARTY DATA

Name:	Kabushiki Kaisha MegaHouse
Street Address:	5-4, Komagata 2-chome, Taito-ku
City:	Tokyo
State/Country:	JAPAN
Entity Type:	CORPORATION: JAPAN

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2508326	M H
Registration Number:	2722907	M H

CORRESPONDENCE DATA

Fax Number: (202)530-5902
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-530-5900
 Email: smith@smithpatentoffice.com
 Correspondent Name: Randolph A. Smith
 Address Line 1: 1901 Pennsylvania Ave., N.W.
 Address Line 2: Suite 901
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20006-3433

ATTORNEY DOCKET NUMBER:	0086/057001, 058001
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DOMESTIC REPRESENTATIVE

Name: Randolph A. Smith
 Address Line 1: 1901 Pennsylvania Ave., N.W.
 Address Line 2: Suite 901

OP \$65.00 2508326

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006-3433

NAME OF SUBMITTER:

Randolph A. Smith

Signature:

/Randolph A Smith/

Date:

10/09/2007

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This trademark assignment ("ASSIGNMENT") with goodwill is entered into as of the latter date of execution below, by and between Kabushiki Kaisha Bandai, a Japanese corporation ("ASSIGNOR"), and Kabushiki Kaisha MegaHouse, ("ASSIGNEE"), a Japanese corporation.

WHEREAS ASSIGNOR is the rightful owner of the mark M H and Design registered as U.S. Trademark Registration Nos. 2,508,326 and 2,722,907 ("Marks") and desires to assign all right, title and interest in and to the Marks to ASSIGNEE; and

WHEREAS ASSIGNEE desires to acquire all right, title and interest in and to the Marks from ASSIGNOR and is the successor to that portion of ASSIGNOR'S business to which the Marks pertain.

NOW, THEREFORE, in consideration of the foregoing, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE agree as follows:

1. ASSIGNOR hereby assigns unto ASSIGNEE all right, title and interest in and to the Marks, together with all pending and issued foreign and U.S. registrations and renewals thereof, the goodwill of ASSIGNOR'S business symbolized thereby and all worldwide rights contained therein. ASSIGNEE shall bear all expenses incurred in connection with this ASSIGNMENT of the Marks.

2. This ASSIGNMENT shall also include all claims for damages by reason of past infringement of the Marks, if any, together with the right to sue for and collect the same for the sole use and benefit of ASSIGNEE and its successors, assigns or other legal representatives.

3. ASSIGNOR represents and warrants to ASSIGNEE as follows:

3.1 ASSIGNOR has the full right, power and authority to enter into and perform this ASSIGNMENT and to grant to ASSIGNEE all the rights granted herein; and ASSIGNOR is not a party to any agreement or understanding that would conflict with this ASSIGNMENT; and

3.2 ASSIGNOR is the sole legal and beneficial owner of any and all rights in and to the Marks and hereby transfers all such rights to ASSIGNEE.

4. ASSIGNOR, within a reasonable time following execution hereof, shall transfer to ASSIGNEE, all files in its possession and control for all applications, registrations, licenses, permits, releases or other necessary consents, if any, relating to the Marks or any portion or component thereof. ASSIGNOR shall assist ASSIGNEE in

obtaining any further registrations, licenses, permits or releases relating to the Marks as reasonably desired and required by ASSIGNEE. If ASSIGNOR is unavailable or otherwise unwilling to execute such documents, ASSIGNOR appoints ASSIGNEE as its attorney-in-fact to execute any such documents that ASSIGNEE deems necessary to record this grant with the United States Patent and Trademarks Office ("PTO"), similar foreign offices or elsewhere.

5. ASSIGNOR agrees to execute and deliver, from time to time, all further instruments of conveyance, assignment and further assurances, and to perform all such other acts, as may be reasonably required to transfer and assign to ASSIGNEE all of ASSIGNOR'S interests in and to the Mark.

6. ASSIGNOR shall assist ASSIGNEE in recording this ASSIGNMENT with the PTO and state agencies as necessary and in complying with such other procedures and formalities as necessary to obtain full rights and benefits in and to the Marks under federal and state laws.


7. This ASSIGNMENT constitutes the entire agreement by and between the parties hereto with respect to the subject matter hereof. Any amendment to this ASSIGNMENT must be in writing and signed by ASSIGNOR and ASSIGNEE.

8. This ASSIGNMENT shall be governed by and interpreted and enforced in accordance with the substantive laws of Japan, without regard to its conflict-of-law provisions. ASSIGNOR and ASSIGNEE hereby consent to the exclusive jurisdiction of the Tokyo District Court in any dispute arising under, from or in connection with this ASSIGNMENT.

9. This ASSIGNMENT shall become effective for all purposes as of the latter date of execution below.

ASSIGNOR:

Kabushiki Kaisha Bandai,
a Japanese corporation
4-8, Komagata 1-chome
Taito-ku, Tokyo, Japan

By: 
Kenichi Osonoe

Its: General Manager

Date: September 3, 2007

ASSIGNEE:

Kabushiki Kaisha MegaHouse,
a Japanese corporation
5-4, Komagata 2-chome
Taito-ku, Tokyo, Japan

By: 
Ichiro Tokunaga

Its: Managing Director

Date: September 3, 2007