

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
PLAYPOWER, INC.		07/30/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BECKWITH ASSOCIATES, INC.		
Street Address:	P.O. Box 880		
City:	Forestville		
State/Country:	CALIFORNIA		
Postal Code:	95436		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2449783	BOLDR	
Registration Number:	2931831	ARE YOU GAME?	
Registration Number:	3261788	TRAINR	
CORRESPONDENCE DATA			
Fax Number:	(707)578-3133		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7075789333		
Email:	craig@northbay-iplaw.com		
Correspondent Name:	STAINBROOK & STAINBROOK, LLP		
Address Line 1:	412 AVIATION BLVD., SUITE H		
Address Line 4:	Santa Rosa, CALIFORNIA 95403		
ATTORNEY DOCKET NUMBER:	01017.T1-T3; 10/11/07		
NAME OF SUBMITTER:	Craig M. Stainbrook		
Signature:	/Craig M. Stainbrook/		

OP \$90.00 2449783

Date:

10/11/2007

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, Beckwith Associates, Inc., a California corporation (hereinafter referred to as "BAI"), was the owner of the following trademark applications and registrations relating to its BOLDR division (collectively, the "Trademarks"):

Trademark	Serial No.	Registration No.
ARE YOU GAME?	78/249270	2,931,831
BOLDR	75/630130	2,449,783
POLYFIBERCRETE	78/568272	
ROCKR	78/248724	(Abandoned)
TRAINR	78/248728	3,261,788

and

WHEREAS, pursuant to the terms of the Intellectual Property Assignment Agreement dated March 10, 2006 (the "IP Agreement"), BAI sold, assigned and transferred to **PlayPower, Inc.**, a Delaware corporation with its principal place of business at Huntersville, NC (hereinafter referred to as "PlayPower"), its entire right, title, and interest in and to the Trademarks; and

WHEREAS, PlayPower is consequently the owner and in full possession of the entire right, title, and interest in and to said Trademarks; and

WHEREAS, the IP Agreement is terminable by PlayPower under certain conditions, which conditions have been satisfied, and PlayPower has terminated the IP Agreement by written notice to BAI; and

WHEREAS, pursuant to the terms of the IP Agreement, title to the intellectual property and technology assigned to PlayPower thereunder is to revert to BAI upon PlayPower's termination of the IP Agreement by virtue of one or more assignments; and

NOW, THEREFORE, for and in consideration of valuable consideration, receipt of which is hereby acknowledged, PlayPower does hereby sell, assign and transfer unto BAI, its entire right, title, and interest in and to the Trademarks, and all logos which incorporate one or more of the Trademarks, and the registrations and applications therefor, together with that portion of PlayPower's business in connection with which it has a bona fide intent to use the marks of the pending applications as required by 15 U.S.C. 1060 and with all PlayPower's good will associated therewith and symbolized thereby; the same to be held and enjoyed by BAI for its own use and benefit, and for its legal representatives and assigns, including the right to sue for any past infringement, as fully and entirely as the same would have been held by PlayPower had this assignment and sale not been made.

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IN WITNESS WHEREOF, PlayPower has hereunto caused its authorized representative to set his hand.

PLAYPOWER, INC. - ASSIGNOR

By: [Signature]

DAVID C Thornhill
(print name)

EVP Innovation
(print title)

Date: 7/30/07

STATE OF North Carolina

COUNTY OF Mecklenburg) ss.

On this 30th day of July, 2007, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally appeared David C. Thornhill, to me known to be the person described in/proven by photo identification to be the person described in and who executed the foregoing instrument, who, being duly sworn, did say that he is the EVP Innovation of PlayPower, Inc., and said instrument was signed on behalf of PlayPower, Inc. as its free act and deed, for the purposes stated therein..

In Witness Whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

[Signature]
Notary Public

My Commission Expires:

9/30/2009

BECKWITH ASSOCIATES, INC. -
ASSIGNEE

Date: 8/2/07

By: Jay Beckwith
Jay Beckwith
(print name)
President
(print title)

State of California)
County of Sonoma)

On August 2, 2007 before me, Molly Meroney, ^{a Notary} Public, personally appeared Jay Beckwith, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Molly Meroney (Seal)

