

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
WowWee Limited		11/07/2007	CORPORATION: HONG KONG

RECEIVING PARTY DATA	
Name:	Rich Superb Limited
Street Address:	Energy Plaza, Unit 301-C, 92 Granville Road
City:	Tsim Sha Tsui East, Kowloon
State/Country:	HONG KONG
Entity Type:	CORPORATION: HONG KONG

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	78969464	EXOSAPIEN
Serial Number:	78938503	FLYTECH
Serial Number:	78761842	P.E.A. BOT
Serial Number:	78753179	ROBOPANDA
Serial Number:	78753187	RS MEDIA
Serial Number:	78968936	RS TROODASUR
Serial Number:	77052888	WOW WEE
Serial Number:	78475125	WOW WEE ROBOTICS
Serial Number:	78968923	RS PANDA
Registration Number:	3128012	ROBONETICS
Registration Number:	3127984	ROBORAPTOR
Registration Number:	3231594	ROBOREPTILE
Registration Number:	3118265	WOW WEE ALIVE
Registration Number:	2989644	ROBOSAPIEN
Registration Number:	3143649	WOW WEE ROBOTICS

OP \$440.00 78969464

Registration Number:	2670819	ANIMAL TRONICS THE POWER OF MOTION
Registration Number:	2714857	TOTALLY EXTREME SKATEBOARD

CORRESPONDENCE DATA

Fax Number: (847)919-4631
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 847-509-0045
Email: howard@hfine.com
Correspondent Name: Howard R. Fine
Address Line 1: 108 Wilmot Road, Suite 330
Address Line 4: Deerfield, ILLINOIS 60015

DOMESTIC REPRESENTATIVE

Name: Howard R. Fine
Address Line 1: 108 Wilmot Road, Suite 330
Address Line 4: Deerfield, ILLINOIS 60015

NAME OF SUBMITTER:	Howard R. Fine
Signature:	/Howard R. Fine/
Date:	12/14/2007

Total Attachments: 8
source=Wow Wee Trademark Assignment November 7, 2007#page1.tif
source=Wow Wee Trademark Assignment November 7, 2007#page2.tif
source=Wow Wee Trademark Assignment November 7, 2007#page3.tif
source=Wow Wee Trademark Assignment November 7, 2007#page4.tif
source=Wow Wee Trademark Assignment November 7, 2007#page5.tif
source=Wow Wee Trademark Assignment November 7, 2007#page6.tif
source=Wow Wee Trademark Assignment November 7, 2007#page7.tif
source=Wow Wee Trademark Assignment November 7, 2007#page8.tif

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is entered into in the City of Montreal, Province of Quebec, on the ____ day of November, 2007.

BETWEEN: **WOWWEE LIMITED**, a limited liability corporation incorporated under the laws of Hong Kong,
(the "Assignor")

AND: **RICH SUPERB LIMITED**, a corporation incorporated under the laws of Hong Kong,
(the "Assignee")

WHEREAS the Assignor, Wow Wee Group Company, WowWee Marketing, Inc., Optimal Group Inc. ("**Optimal**"), Power Assets Pacific Ltd., Richard Yanofsky, Peter Yanofsky, David Goldhar and Eric Lau Tung Ching entered into an asset purchase agreement on September 26, 2007 (the "**Asset Purchase Agreement**");

AND WHEREAS pursuant to the Asset Purchase Agreement, Optimal agreed to purchase from the Assignor, and the Assignor agreed to sell, transfer and assign to Optimal all of the Assignor's right, title and interest in and to the WW Limited Assets, including the Intellectual Property, as at the date hereof;

AND WHEREAS the Assignee is a corporation that has been incorporated by Optimal in order to purchase the WW Limited Assets;

AND WHEREAS the Assignee will change its legal name to WowWee Group Limited following the closing of the transactions contemplated in the Asset Purchase Agreement;

NOW THEREFORE, in consideration of the mutual promises contained herein and in the Asset Purchase Agreement, and for other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties hereto agree as follows:

1. Definitions. Capitalized words and phrases used in this agreement shall have the respective meanings set out in the Asset Purchase Agreement unless otherwise provided for herein.
2. Assignment. Subject to the terms set out herein, the Assignor hereby sells, assigns and transfers to the Assignee, as of and from the date hereof, all of the Assignor's rights, title and interests in and to all of the Assignor's Intellectual Property, including without limitation the Intellectual Property described in Schedule "A" attached hereto, and including, with respect to Intellectual Property that consists of trademarks, the goodwill of the business in connection with which the said trademarks have been used.

3. Cooperation. Assignor hereby agrees that it will, without additional compensation but without cost to it, promptly communicate to the Assignee, its successors and assigns, any facts known to the Assignor respecting said Intellectual Property whenever requested, and testify in any legal proceedings, sign all lawful papers, execute all applications with respect to any such Intellectual Property, and assignments thereof, make all rightful oaths and generally do everything reasonably possible to aid the Assignee, its successors and assigns, as and when requested by them, in obtaining and enforcing all registrations or letters patent, as applicable, with respect to such Intellectual Property and vest the same in the Assignee, its successors and assigns.
4. Assumption. The Assignee hereby accepts the assignment of the Intellectual Property and assumes responsibility for the continuance and maintenance of all of the Intellectual Property.
5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.
6. Further Assurances. Each of the parties shall execute and deliver all such further documents and do such further acts as may be reasonably required from time to time to give effect to this Agreement.
7. No Derogation. This Agreement shall in no way limit or derogate from, shall not merge with and is without prejudice to the covenants, agreements, representations, warranties, indemnities and obligations of the parties contained in the Asset Purchase Agreement, all of which shall continue in full force and effect in accordance with the terms thereof. In the event of any conflict or inconsistency between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall prevail.
8. Successors and Assigns. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
9. Counterparts. This Agreement may be executed by the parties in any number of counterparts, each of which, when delivered, either in original or facsimile or other electronic form, shall be deemed to be an original and all of which together shall constitute one and the same instrument.
10. Language. The parties confirm that it is their intention that this Agreement be drawn up in the English language only. *Les signataires confirment leur intention que la présente convention soit rédigée en anglais seulement.*

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

Signed, Sealed and Delivered by
WOWWEE LIMITED

Witness

Name: _____
(please print)

Signed, Sealed and Delivered by **RICH SUPERB LIMITED**

Witness

Name: _____
(please print)

WOWWEE LIMITED

By: _____

Name: Eric Lau Tung Ching
Title: Director

RICH SUPERB LIMITED

By: _____

Name:
Title:

SCHEDULE "A"

(A) Domain Names:

- wowweealiveelvis.com
- wowweeflutterby.com
- wowweeflutterbyonline.com
- wowweesupport.com
- roboquadonline.com
- roboboaonline.com
- botcomonline.com
- robotyrannusonline.com
- robotyrannus.com
- rsevolutiononline.com
- robopandaonline.com
- rsevolution.com
- dimicontact.com
- rsmediaonline.com
- roboreptileonline.com
- peabotonline.com
- robosapienonline.com
- flytechonline.com
- registerwowwee.com
- robosapienv2online.com
- wowweeroboticsonline.com
- wowweealiveonline.com
- speak2clickonline.com
- roboraptoronline.com
- roboneticsonline.com
- robopetonline.com
- wowwee.com
- EXOSAPIEN.COM
- FACETRONICS.COM
- PROTOCERETOPS.COM
- ROBORAPTORS.COM
- ROBOTICEXPLORATIONVEHICLE.COM
- SPEAK2CLICK.COM
- TRI-BOT.COM
- TROODYONLINE.COM
- WOWWEEALIVE.COM
- WOWWEELTD.COM
- WOWWEEROBOTICS.COM
- WOWWEETECH.COM

(B) United States Copyright Registrations:

- Robosapien, Registration No. VA-1-278-934, registered on November 8, 2004;
- Robosapien V.2, Registration No. VA-1-303-683, registered on March 10, 2005;
- Robopet, Registration No. VA-1-303-684, registered on March 10, 2005;
- Roboraptor, Registration No. VA-1-314-240, registered on March 10, 2005; and
- Flytech Dragonfly, Registration No. VA 1-406-864, registered on June 13, 2007.

(C) Trademark Applications:

Australia

- RS Panda (AU), Application No. 1134526, applied on September 8, 2006 (to be abandoned);
- Wow Wee (AU), Application No. 1153232, applied on December 19, 2006;

Japan

- Flytech (JP), Application No. 2006-80895, applied on August 31, 2006 (approved for registration);
- Robopanda (JP), Application No. 2005-110885, applied on November 14, 2005;
- RS Panda (JP), Application No. 2006-84961, applied on September 12, 2006 (to be abandoned);
- Wow Wee (JP), Application No. 2007-3554, applied on January 19, 2007;

European Union

- Exosapien (EU), Application No. 5357769, applied on October 6, 2006;
- Flytech (EU), Application No. 5237482, applied on August 2, 2006;
- Robopet (EU), Application No. 4163374, applied on December 3, 2004 (opposition settled, being processed by the EU Trademarks Office);
- RS Panda (EU), Application No. 5309372, applied on September 12, 2006 (to be abandoned);
- RS Troodasaur (EU), Application No. 5309406, applied on September 12, 2006;
- Wow Wee (EU), Application No. 557896, applied on December 21, 2006;

United States

- Exosapien (US), Application No. 78969464, applied on September 7, 2006;
- Flytech (US), Application No. 78938503, applied on July 26, 2006;
- P.E.A. Bot (US), Application No. 78761842, applied on November 28, 2005;
- Robopanda (US), Application No. 78753179, applied on November 14, 2005;
- RS Media (US), Application No. 78753187, applied on November 14, 2005;
- RS Troodasaur (US), Application No. 78968936, applied on September 7, 2006;
- Wow Wee (US), Application No. 77052888, applied on November 29, 2006;

- Wow Wee Robotics (US), Application No. 78475125, applied on August 27, 2004;
- RS PANDA (US), Application No. 78968923, applied on September 7, 2006 (to be abandoned).

Canada

- Wow Wee Robotics (CA), Application No. 1306874, applied on June 12, 2006;
- Figurine Design (CA), Application No. 0711409, applied on August 20, 1992, inactivated on September 9, 1994;
- Predators (CA), Application No. 0742147, applied on November 30, 1993, inactivated March 13, 1996;

(D) Registered Trademarks:

Australia

- Exosapien (AU), Registration No. 1138799, registered on October 3, 2006;
- Flytech (AU), Registration No. 1127213, registered on August 1, 2006;
- P.E.A. Bot (AU), Registration No. 1087968, registered on November 29, 2005;
- Robonetics (AU), Registration No. 1052706, registered on April 28, 2005;
- Robopanda (AU), Registration No. 1085927, registered on November 16, 2005;
- Roboraptor (AU), Registration No. 1052709, registered on April 28, 2005;
- Roboreptile (AU), Registration No. 1087969, registered on November 29, 2005;
- Robosapien (AU), Registration No. 1052710, registered on December 5, 2005;
- RS Media (AU), Registration No. 1085971, registered on November 16, 2005;
- Speak2Click (AU), Registration No. 1052711, registered on April 28, 2005;
- Wow Wee Alive (AU), Registration No. 1052712, registered on April 28, 2005;
- RS Troodasaur (AU), Registration No. 1134527, registered on September 8, 2006;

Japan

- Exosapien (JP), Registration No. 5039775, registered on April 13, 2007;
- P.E.A. Bot (JP), Registration No. 4968845, registered on July 14, 2006;
- Roboraptor (JP), Registration No. 4895797, registered on September 22, 2005;
- Roboreptile (JP), Registration No. 4968846, registered on July 14, 2006;
- Robosapien (JP), Registration No. 4846574, registered on March 11, 2005;
- RS Media (JP), Registration No. 4990898, registered on September 29, 2006;
- Speak2Click (JP), Registration No. 4893120, registered on September 9, 2005;
- Wow Wee Alive (JP), Registration No. 4891559, registered on September 2, 2005;
- RS Troodasaur (JP), Registration No. 5037941, registered on April 6, 2007;

European Union

- Robonetics (EU), Registration No. 4193281, registered on January 17, 2005;

- Robopanda (EU), Registration No. 4722252, registered on November 16, 2005;
- Roboraptor (EU), Registration No. 4163689, registered on December 3, 2004;
- Roboreptile (EU), Registration No. 4750055, registered on November 29, 2005;
- Robosapien (EU), Registration No. 3944766, registered on September 28, 2005;
- RS Media (EU), Registration No. 4722336, registered on November 16, 2005;
- Wow Wee Alive (EU), Registration No. 4136231, registered on August 2, 2006;

United States

- Robonetics (US), Registration No. 3128012, registered on August 8, 2006;
- Roboraptor (US), Registration No. 3127984, registered on August 8, 2006;
- Roboreptile (US), Registration No. 3231594, registered on April 17, 2007;
- Wow Wee Alive (US), Registration No. 3118265, registered on July 18, 2006;
- Robosapien (US), Registration No. 2989644, registered on August 30, 2005;
- Wow Wee Robotics (US), Registration No. 3,143,649, registered on September 12, 2006;
- ANIMAL TRONICS THE POWER OF MOTION (and design) (US), Registration No. 2670819, registered on January 7, 2003; and
- TOTALLY EXTREME SKATEBOARD (and design) (US), Registration No. 2714857, registered on May 13, 2003.

Canada

- Robosapien (CA), Registration No. TMA 643173, registered on June 28, 2005;

(E) Patents:

Wow Wee's registered design patents (industrial designs)

- Remote Control Receiver (Internet website of Federal Communications Commission)
Certificate No: OKP4031B on 1st Dec, 2006
- RoboPanda patent in China
Certificate No: ZL2006 3 0005884.6 on 23rd Feb, 2006
- Robopet patent in China
Certificate No: ZL2005 3 0009705.1 on 1st Apr, 2005
- Roboraptor patent in China
Certificate No: ZL2005 3 0009706.6 on 26th Apr, 2005
- Robosapien V2 patent in China
Certificate No: ZL2005 3 0009704.7 on 8th Feb, 2006

Federation of Hong Kong industries

- Remote Control Dragonfly(Toy)
Application for Design No. 200630123092.9 on 4th Jul, 2006
- Remote Control Snake(Toy)
Application for Design No. 200630189471.8 on 3rd Nov, 2006
- Robo Panda
Chinese Patent for Design No. 200630005884.6 on 31st Jan, 2007
- Robo Quad
Application for Design No. 200630123092.9 on 4th Jul, 2006
- Robo Pet
Chinese Patent for Design No. 200530009705.1 on 31st Jan, 2007
Renewal of Chinese Patent for Design on 26th Mar, 2007
- Roboraptor
Chinese Patent for Design No. 200530009706.6 on 15th May, 2006
Renewal of Chinese Patent for Design on 16th Mar, 007
- Robo Reptile
Chinese patent for Design No. 200630005885.0 on 13th Mar, 2007
- Robosapien V2
Renewal of Chinese patent for Design No. 200530009704.7 on 16th Mar, 2007
- Robosapien Media
Chinese patent for Design Application No. 200630129762.8 on 10th Jul, 2006