

FORM PTO-1595

RECORDATION FORM COVER SHEET
Patent and Trademark Office

U.S. DEPARTMENT OF COMMERCE

TRADEMARKS ONLY

To the Honorable Commissioner of Trademarks: Please record the attached copy.

1. Name of conveying party(ies):

TOMY COMPANY, LTD.
9-10, Tateishi 7 Chome
Katsushika-ku, Tokyo 124-8511
JAPAN

2. Name and Address of receiving party(ies):

KABUSHIKI KAISHA SHUEISHA, trading as SHUEISHA, INC.
5-10 Hitotsubashi 2-Chome, Chiyoda-ku
Tokyo, Japan

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date(s): March 7, 2008

4. Trademark Registration Nos.:

3,344,734
3,344,735

5. Name and address of party to whom correspondence concerning document should be mailed:

STAAS & HALSEY LLP Our Docket: 0078.2364-5
Attention: William F. Herbert
1201 New York Ave., N.W., 7th Floor
Washington, D.C. 20005

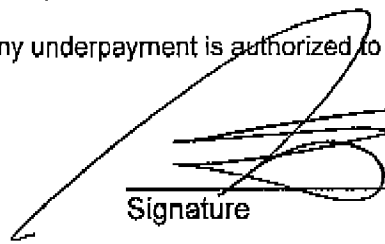
6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$65

Enclosed
 Authorized to be charged to deposit account.

8. Deposit Account No.: 19-3935 (Any underpayment is authorized to be charged to this Deposit Account)

William F. Herbert, Reg. No. 31,024
Name of Person Signing



Signature

4/10/08

Date

Total number of pages including cover sheet: 2

DO NOT USE THIS SPACE

CH \$65.00 193935 3344734

Docket Nos. 78.2364-5

ASSIGNMENT OF REGISTERED TRADEMARKS

WHEREAS, TOMY COMPANY, LTD., having an address of No. 9-10, Tateishi 7-Chome, Katsushika-Ku, Tokyo, Japan, has adopted, used and owns the following marks which are registered in the United States Patent and Trademark Office:

<u>MARK</u>	<u>REGISTRATION NO.</u>
CLASH OF NINJA	3,344,734
NINJA COUNCIL	3,344,735

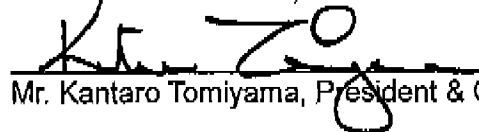
WHEREAS, KABUSHIKI KAISHA SHUEISHA, trading as SHUEISHA, INC., having an address of 5-10 Hitotsubashi 2-Chome, Chiyoda-ku, Tokyo, Japan, is desirous of acquiring said marks, the goodwill associated therewith and the registrations thereof;

WHEREAS, in consideration of the sum of One Dollar (\$1.00), and of other good and valuable consideration paid to TOMY COMPANY, LTD., by KABUSHIKI KAISHA SHUEISHA, the receipt and sufficiency of which are hereby acknowledged, TOMY COMPANY, LTD., does hereby assign to KABUSHIKI KAISHA SHUEISHA all right, title and interest in and to said marks, together with the goodwill of the business symbolized by the marks, and the identified registrations thereof.

TOMY COMPANY, LTD. agrees, when requested by KABUSHIKI KAISHA SHUEISHA, to do all acts which KABUSHIKI KAISHA SHUEISHA may deem necessary, desirable or expedient, for securing, maintaining and enforcing protection for said marks, including in the maintenance of said registrations, in any opposition or cancellation, and in any litigation or other legal proceeding which may arise or be declared in relation to same, such acts to include but not be limited to executing all papers, including separate assignments and declarations, taking all rightful oaths, providing sworn testimony, and obtaining and producing evidence.

TOMY COMPANY, LTD. also assigns to KABUSHIKI KAISHA SHUEISHA all claims for past damages by reason of past infringement with the rights to sue for and collect same for its own use and behalf and for the use and behalf of its successors, assigns, or other legal representatives, without any accounting to TOMY COMPANY, LTD.

For TOMY COMPANY, LTD.



Mr. Kantaro Tomiyama, President & Chief Executive Officer

Date March 7, 2008