

## 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
Playmates Toys Inc.		03/11/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bill Kelley		
Street Address:	1952 Corbett Highlands Place		
City:	Arroyo Grande		
State/Country:	CALIFORNIA		
Postal Code:	93420		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2792581	SPEEDEEZ	
CORRESPONDENCE DATA			
Fax Number:	(213)443-2892		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(202) 218-0000		
Email:	shwang@sheppardmullin.com		
Correspondent Name:	Edwin Komen, Esq.		
Address Line 1:	11th Floor East, 1300 I Street NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	09JG-117989		
NAME OF SUBMITTER:	Susan Hwang		
Signature:	/susanhwang/		
Date:	05/13/2008		

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REEL: 003777 FRAME: 0014



**U.S. TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT is made effective as of March 11, 2008 by and between Playmates Toys Inc., an California corporation, with its principal place of business located at 611 Anton Boulevard, Costa Mesa, CA 92626 ("Assignor"), and Bill Kelley, an individual residing at 1952 Corbett Highlands Place, Arroyo Grande, CA 93420 ("Assignee");

WHEREAS, Assignor owns the mark SPEEDEEZ and holds United States Trademark Registration No. 2,792,581, for the mark SPEEDEEZ, registered on December 9, 2003;

WHEREAS, Assignor desires to assign to Assignee, by recordable instrument, all of its right, title and interest in and to the trademark SPEEDEEZ and Registration No. 2,792,581 (the "Mark");

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns, transfers and conveys to the Assignee all of its right, title and interest in and to the Mark, including without limitation any and all registrations, applications, and/or common law rights for the Mark throughout the world, together with all of the goodwill of Assignor's business symbolized by or associated with the Mark, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements.

ASSIGNOR

PLAYMATES TOYS INC.

By: 

Name: ARTHUR LESION

Title: SVP & CFO