

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
Fujioka Holdings, Inc.		05/28/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Fuhu, LLC		
Street Address:	1960 E. Grand Ave.		
Internal Address:	Suite 1070		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77107637	SPINLET	
Serial Number:	77129654	SPINLETS	
Serial Number:	77129634	URSPIN	
CORRESPONDENCE DATA			
Fax Number:	(215)636-0366		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2156650400		
Email:	tmcwilliams@gibbonslaw.com		
Correspondent Name:	Thomas J. McWilliams		
Address Line 1:	1700 Two Logan Square		
Address Line 2:	18th & Arch Streets		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2769		
ATTORNEY DOCKET NUMBER:	108126-62185		
NAME OF SUBMITTER:	Gibbons P.C. by Thomas J. McWilliams		

CH \$90.00 77107637

Signature:

/tjm/

Date:

05/29/2008

Total Attachments: 3

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ASSIGNMENT AGREEMENT

This Assignment Agreement, effective May 28, 2008 ("Effective Date") by and between Fuhu, LLC, a Delaware limited partnership located in El Segundo, California (the "Assignee"), and Fujioka Holdings, Inc, a California company located in El Segundo, California (the "Assignor");

WITNESSETH THAT:

WHEREAS, Assignor has filed in the United States Patent and Trademark Office applications for certain marks identified in Exhibit A and is the owner of all right, title and interest in and to various trademark and service mark applications identified in Exhibit A, together with any or all of the goodwill associated with each of the marks (collectively "Trademark Rights");

WHEREAS, Assignee desires to acquire and has acquired the Trademark Rights, as well as all the goodwill of the business in connection with which such Trademark Rights have been used; and

WHEREAS, the parties wish to acknowledge this assignment and memorialize same herein.

NOW THEREFOR, in consideration of the premises and promises set forth herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

1. Assignor hereby acknowledges and confirms that as of the Effective Date, Assignor sold, assigned, and transferred to Assignee the Assignor's entire right, title and interest in and to the Trademark Rights, including but not limited to, the goodwill associated with each of the marks in connection with which the Trademark Rights have been used, as well as any and all past, present and future causes in action related to the Trademark Rights, the Trademark Rights to be held and enjoyed by the Assignee for its own use and on its own behalf, and to inure to the benefit of Assignee, its successors and assigns, for the full extent of the terms and any renewals thereof, and thereafter, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment Agreement not been executed and such assignment, sale and transfer had not been made.

2. The validity, performance, construction and effect of this Assignment Agreement shall be governed by the laws of the State of Delaware.

3. This Assignment Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same Assignment Agreement. Assignee agrees to take such action as is necessary to consummate this Assignment Agreement.

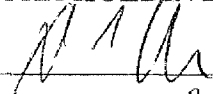
EXHIBIT A

U.S. TRADEMARK AND SERVICE MARK REGISTRATIONS

Trademark	Serial No.	Filing Date
Spinlet (logo and word mark)	77/107,637	2/14/07
Spinlets (word mark)	77/129,654	3/13/07
urSpin (word mark)	77/129,634	3/13/07

IN WITNESS THEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date.

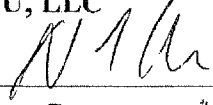
FUJIOKA HOLDINGS, INC

By: 

Name: DARYL OKIMOTO

Title: CEO

FUHU, LLC

By: 

Name: DARYL OKIMOTO

Title: MANAGER