

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
Courage, Inc.		01/25/2008	CORPORATION: DELAWARE
Product Concepts, LLC		01/25/2008	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Courage International, Inc.		
Street Address:	6049 Slauson Avenue		
City:	City of Commerce		
State/Country:	CALIFORNIA		
Postal Code:	90040		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	75674274	C O U R A G E	
Registration Number:	2740090	PLAY PENS	
Registration Number:	2740089	WESTERN WRITERS	
CORRESPONDENCE DATA			
Fax Number:	(303)473-2720		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-473-2865		
Email:	docket@hollandhart.com		
Correspondent Name:	Ester Martin Maillaro		
Address Line 1:	P.O. Box 8749		
Address Line 2:	Attn: Tracy Baker		
Address Line 4:	Denver, COLORADO 80201-8749		
ATTORNEY DOCKET NUMBER:	56489.0072		

OP \$90.00 75674274

NAME OF SUBMITTER:	Ester Martin Maillaro
Signature:	/Ester Martin Maillaro/
Date:	06/17/2008

Total Attachments: 15

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this "*Agreement*") is made and entered into this 25th day of January, 2008, by and among Courage International, Inc., a Delaware corporation ("*Assignee*"), Courage Inc., a Delaware corporation ("*Courage*"), and Product Concepts, LLC, a Nevada limited liability company ("*Product Concepts*"). Courage and Product Concepts are referred to collectively as "*Assignors*."

WHEREAS, Assignee, Assignors and Brent Reese, an individual, are parties to that certain Asset Purchase Agreement, dated as of the 25th day of January, 2008 (the "*Asset Purchase Agreement*"), pursuant to which Assignors have agreed to sell to Assignee, and Assignee has agreed to buy from Assignors, substantially all of the assets and certain liabilities of the Business (as defined in the Asset Purchase Agreement);

WHEREAS, in accordance therewith, such assets include (but are not limited to) the Intellectual Property (as defined in the Asset Purchase Agreement) and as further enumerated in this Agreement; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignors have agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee, all of Assignors' right, title and interest in and to their respective Intellectual Property.

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained in the Asset Purchase Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms not expressly defined in this Agreement shall have the meanings ascribed to them in the Asset Purchase Agreement.

2. Assignment of Intellectual Property. Assignors hereby transfer, and Assignee hereby accepts the transfer and assignment of, all of Assignors' right, title and interest in, to and under Assignors' Intellectual Property (the "*Assignment*"), as defined in **Schedule 2.1(d)** of the Asset Purchase Agreement. The Assignment shall confer:

(a) In, to and under all of Assignors' Copyrights, Patents and Trademarks, including without limitation those listed in **Schedule A** annexed hereto and incorporated herein by this reference;

(b) Inclusive of the Copyrights, Patents and Trademarks, in, to and under all of the Kooky's Brand Image [and the Sellers Brand Image], which includes any and all of the following of Assignors' in any jurisdiction in the world: (1) as defined below, Net Names; and Trade Secrets; and (2) mask works and all applications, registrations and renewals in connection therewith; Software; rights in Sellers' telephone numbers and postage addresses; all business information, confidential or otherwise (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, product art, specifications; other property rights created through intellectual or discovery efforts; and all copies and tangible embodiments of any or all of the above (in whatever form or medium);

(c) In, to and under the remainder of Assignors' Intellectual Property, including: existing customer/distributor lists, including contact information, addresses, telephone numbers; advertising, product, and promotional literature or aids; pricing and cost information; business and marketing plans and proposals; and list of suppliers, including contact information, addresses, telephone numbers and the names of their representatives; and

(d) All rights to sue for infringement of any of the foregoing, whether arising prior to or subsequent to the date of this Agreement, and (as applicable), any and all renewals, extensions, continuations, continuations-in-part, divisionals, reissues, reexaminations, and any foreign counterparts thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignors had this assignment not been made.

3. Additional Terms. As defined in Schedule 2.1(d) of the Asset Purchase Agreement, the following capitalized terms shall have the following meanings:

3.1. "*Intellectual Property*" shall mean the Kooky Brand Image and the Sellers Brand Image, together with any and all of the following in any jurisdiction in the world: existing customer/distributor lists, including contact information, addresses and telephone numbers; advertising, product, and promotional literature or aids; pricing and cost information; business and marketing plans and proposals; and list of suppliers, including contact information, addresses, telephone numbers and the names of their representatives.

3.2. "*Kooky Brand Image*" shall mean any and all of the following of each Seller that relates to or incorporates in any manner the Kooky name or Kooky trademark(s) in any jurisdiction in the world: Trademarks; Net Names; Copyrights; Patents; Trade Secrets; mask works and all applications, registrations and renewals in connection therewith; Software; rights in Seller's telephone numbers and postage addresses; all business information, confidential or otherwise (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, product art, specifications; other property rights created through intellectual or discovery efforts; and all copies and tangible embodiments of any or all of the above (in whatever form or medium), including all goodwill associated therewith.

3.3. "*Sellers Brand Image*" shall mean any and all of the following of each Seller in any jurisdiction in the world, excluding the Kooky Brand Image: Trademarks; Net Names; Copyrights; Patents; Trade Secrets; mask works and all applications, registrations and renewals in connection therewith; Software; rights in Seller's telephone numbers and postage addresses; all business information, confidential or otherwise (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, product art, specifications; other property rights created through intellectual or discovery efforts; and all copies and tangible embodiments of any or all of the above (in whatever form or medium), including all goodwill associated therewith.

3.4. "*Copyrights*" means all registered and unregistered domestic and foreign copyrightable works of authorship, all copyright protection therein and all applications, registrations and renewals in connection therewith, together with the goodwill of the business associated therewith and which is symbolized thereby.

3.5. "*Net Names*" means all rights in internet web sites and internet domain names.

3.6. "*Patents*" means all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications and patent disclosures, together with all reissues, continuations, continuations in part, revisions, extensions and reexaminations thereof, and statutory invention registrations.

3.7. "*Software*" means computer software (including source code, executable code, data, databases and related documentation).

3.8. "*Trade Secrets*" means all confidential or proprietary information, including research and development, know how, trade secrets, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals.

3.9. "*Trademarks*" means all registered and unregistered domestic and foreign trademarks, service marks, trade dress, logos, slogans, trade names and corporate names, together with all abbreviations, translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith and which is symbolized thereby, and all applications and registrations and renewals in connection therewith.

4. Miscellaneous Provisions.

4.1. Notice. All notices, requests and demands to or upon the parties hereto shall be given in writing in accordance with the notice provisions and at the addresses set forth in Section 8.12 of the Asset Purchase Agreement.

4.2. Choice of Law; Jurisdiction; Venue. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada (without giving effect to any choice of law or conflict provision). The parties hereto irrevocably consent to the jurisdiction and venue of the state and federal courts located in Clark County, Nevada, in connection with any action relating to this Agreement.

4.3. Severability. If any one or more of the covenants, agreements, terms or provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced, limited or impaired thereby.

4.4. Construction; Electronic Signatures. The paragraph and section headings herein are solely for convenience and shall not be deemed to limit or otherwise affect the meaning or construction of any part of this Agreement. This document shall be construed without regard to any presumption or rule requiring construction against the party causing such document or any portion thereof to be drafted. A facsimile or other electronically transmitted signature of a party hereto shall be deemed an original signature.

4.5. Transfer or Assignment. Neither party may transfer or assign their rights under this Agreement without the prior written consent of the other party, and such consent shall not be unreasonably withheld. If written consent is given, the terms and conditions of this Agreement shall inure to the benefit of and be binding on the respective successors and assigns.

4.6. Successors and Assigns. All terms and conditions provided for herein shall be binding upon and enforceable against either party's successors and assigns.

4.7. Amendment; Waiver. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Assignee herefrom, shall in any event be effective unless the same shall be in writing and signed by the party against whom enforcement of such amendment, waiver or consent is sought, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

[Signature page follows]

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

ASSIGNORS:

Courage Inc.

By: _____

Its: _____

Product Concepts, LLC,
a Nevada limited liability company

By:

Its:

ASSIGNEE:

Courage International, Inc.,
a Delaware corporation

By: 

Its: CEO

EXECUTION COPY

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

ASSIGNORS:

Courage Inc.

By: *Brad Kaen*

Its: *President*

Product Concepts, LLC,
a Nevada limited liability company

By: *Brad Kaen*

Its: *Manager*

ASSIGNEE:

Courage International, Inc.,
a Delaware corporation

By: _____

Its: _____

Schedule A

(See attached Schedule 2.1(d))

SCHEDULE 2.1(d)

INTELLECTUAL PROPERTY

1. "*Intellectual Property*" shall mean the Kooky Brand Image and Sellers' Brand Image, together with any and all of the following in any jurisdiction in the world: existing customer/distributor lists, including contact information, addresses and telephone numbers; advertising, product, and promotional literature or aids; pricing and cost information; business and marketing plans and proposals; and list of suppliers, including contact information, addresses, telephone numbers and the names of their representatives.

For the purposes of this Schedule 2.1(d), together with the Asset Purchase Agreement, Assignment of Intellectual Property Rights, and Guaranty, the terms set forth below shall have the meaning ascribed to them:

- (a) "*Kooky Brand Image*" shall mean any and all of the following of each Seller that relates to or incorporates in any manner the Kooky name or Kooky trademark(s) in any jurisdiction in the world: Trademarks; Net Names; Copyrights; Patents; Trade Secrets; mask works and all applications, registrations and renewals in connection therewith; Software; rights in Seller's telephone numbers and postage addresses; all business information, confidential or otherwise (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, product art, specifications; other property rights created through intellectual or discovery efforts; and all copies and tangible embodiments of any or all of the above (in whatever form or medium), including all goodwill associated therewith.
- (b) "*Sellers' Brand Image*" shall mean any and all of the following of each Seller in any jurisdiction in the world, excluding the Kooky Brand Image: Trademarks; Net Names; Copyrights; Patents; Trade Secrets; mask works and all applications, registrations and renewals in connection therewith; Software; rights in Seller's telephone numbers and postage addresses; all business information, confidential or otherwise (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, product art, specifications; other property rights created through intellectual or discovery efforts; and all copies and tangible embodiments of any or all of the above (in whatever form or medium), including all goodwill associated therewith.
- (c) "*Copyrights*" means all registered and unregistered domestic and foreign copyrightable works of authorship, all copyright protection therein and all applications, registrations and renewals in connection therewith, together with the goodwill of the business associated therewith and which is symbolized thereby.

- (d) “*Net Names*” means all rights in internet web sites and internet domain names.
- (e) “*Patents*” means all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations in part, revisions, extensions and reexaminations thereof, and statutory invention registrations.
- (f) “*Software*” means computer software (including source code, executable code, data, databases and related documentation).
- (g) “*Trade Secrets*” means all confidential or proprietary information, including research and development, know how, trade secrets, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals.
- (h) “*Trademarks*” means all registered and unregistered domestic and foreign trademarks, service marks, trade dress, logos, slogans, trade names and corporate names, together with all abbreviations, translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith and which is symbolized thereby, and all applications and registrations and renewals in connection therewith.

2. Without limiting paragraph 1 of this Schedule 2.1(d), the Intellectual Property includes the following:

- (a) The Trademarks listed on Attachment 1 to Schedule 2.1(d).
- (b) The Copyrights listed on Attachment 2 to Schedule 2.1(d).
- (c) The following Net Names owned by Courage:

Listed with Network Solutions:

- o COURAGEUSA.COM

Listed with Register.com

- o PLAYPENS.BIZ

Listed with Go Daddy

- o COURAGETRADING.COM
- o COURAGETRADINGCO.COM
- o COURAGETRADINGCOMPANY.COM
- o KOOKYCLICKER.COM
- o KOOKYCLICKERS.COM

- KOOKYCLICKERS.NET
 - KOOKYPENS.COM
 - KOOKYPENS.NET
 - THEKOOKYS.COM
- (d) Licenses to use various off-the-shelf software in connection with the Business and licenses to use Perfect Fit and Oren Reports software.
- (e) Various catalogs, brochures, and merchandize item designs created in connection with the Business.

ATTACHMENT I TO SCHEDULE 2.1(d) -- TRADEMARKS

<u>Mark</u>	<u>Serial/App. No. Registration #</u>	<u>Date Filed</u>	<u>Int'l Class</u>	<u>U.S. Class</u>
THE KOOKY'S	78-812643	2/10/06	18	1, 2, 3, 22, 41
THE KOOKY'S	78-812652	2/10/06	6	2, 12, 13, 14, 23, 25, 50
THE KOOKYS	78-684143	8/2/05	28	22, 23, 38, 50
THE KOOKYS	78-684137	8/2/05	9	21, 23, 26, 36, 38
THE KOOKYS	78-684146	8/2/05	41	100, 101, 107
KOOKY KLICKERS	78-503613 3,040,877	10/21/04	16	2, 5, 22, 23, 29, 37, 38, 50
THE KOOKYS	78-564143 3,280,516	2/9/05	16	2, 5, 22, 23, 29, 37, 38, 50
THE KOOKY'S	78-812660 3,321,172	2/10/06	16	2, 5, 22, 23, 29, 37, 38, 50
THE KOOKYS	78-684140 Abandoned	8/2/05	25	22, 39
ORIGINAL MUD BEADS	75-884206 2,503,587	1/3/00	14	2, 27, 28, 50
BOBBLE PENS	76-493107 Abandoned	2/27/03	16	2, 5, 22, 23, 29, 37, 38, 50
BOBBLEHEAD PENS	79-499638 Abandoned	3/21/03	16	2, 5, 22, 23, 29, 37, 38, 50
SEEDS (stylized)	78-536632 Abandoned	12/21/04	14	2, 27, 28, 50
ROCK JEWELRY (stylized)	78-536644 Abandoned	12/21/04	14	2, 27, 28, 50
C-O-U-R-A-G-E	74-074879 Cancelled	7/2/90	14	28
C O U R A G E	75-674274	4/5/99	25	22, 39
PLAY PENS	2,740,090	9/3/02	16	2, 5, 22, 23, 29, 37, 38, 50

<u>Mark</u>	<u>Serial/App. No. Registration #</u>	<u>Date Filed</u>	<u>Int'l Class</u>	<u>U.S. Class</u>
WESTERN WRITERS	2,740,089	9/3/02	16	2, 5, 22, 23, 29, 37, 38, 50
C.O.U.R.A.G.E. BRACELETS	73-837318	11/9/89	14	28

ATTACHMENT 2 TO SCHEDULE 2.1(d) – COPYRIGHTS

KREW	FORM VA COMPLETE	PEN ARTWORK COMPLETE	SELF-ADDRESSED STAMPED POSTCARD	\$45 CHECK OR DEP ACCT	MAILED	CERTIFICATE ISSUE DATE	
KREW 2	✓	✓	✓	DEPOSIT	9/17/2007		
Hooper, Kinkma, Glyder, Idowu							
KREW 3	✓	✓	✓	DEPOSIT	9/17/2007		
Prokie, Sir Kooksalst, Duke, Snooky, Flo, Lushms							
KREW 4	✓	✓	✓	DEPOSIT	9/17/2007		
Armaudo, Olmek, Fance, Heatherwick, Mona Laura, Mugroc							
KREW 5	✓	✓	✓	DEPOSIT	9/17/2007		
DaVinci, Spot, Digby, Shredder, Sparken, Von							
KREW 7	✓	✓	✓	DEPOSIT	9/17/2007		
Kook, Bach, Delilah, Marco, Rosko, Shalmor							
KREW 8	✓	✓	✓	DEPOSIT	9/17/2007		
Rounhus, Ther, Wallington, Zell, Buckminster, Onyx							
KREW 9	✓	✓	✓	DEPOSIT	9/17/2007		
Queen, Pablo, Konchita, Kliff, Wobo, Klementine							
KREW 10	✓	✓	✓	DEPOSIT	9/17/2007		
Davignon, Nikkin, John Paul, Thudgew, Tukkar, Valera							
KREW 11	✓	✓	✓	DEPOSIT	9/17/2007		
Ziero, Reff, Pascal, Tingo, Ricardo, Rosa							
KREW 12	✓	✓	✓	DEPOSIT	9/17/2007		
Alberto, Avalori, Bubs, Jasper, Rascal, Tylur							
KREW 13	✓	✓	✓	DEPOSIT	9/17/2007		
JKool, Iggy, DeKitta, Wingo, Doring, Vi							
KREW 14							
	Spyro	✓	✓	✓	CHECK	6/28/2007	7/9/2007

	Kleo	✓	✓	✓	CHECK	6/28/2007	7/9/2007
	Rosebud	✓	✓	✓	CHECK	6/28/2007	7/9/2007
	Basil	✓	✓	✓	CHECK	6/28/2007	7/9/2007
	Drux	✓	✓	✓	CHECK	6/28/2007	7/9/2007
	Loopee	✓	✓	✓	CHECK	6/28/2007	7/9/2007
KREW ZOO							
	Bambu	✓	✓	✓	CHECK	7/26/07	
	Koko	✓	✓	✓	CHECK	7/26/07	
	Gandor	✓	✓	✓	CHECK	7/26/07	8/8/2007
	Gustav	✓	✓	✓	CHECK	7/26/07	
	Mooke	✓	✓	✓	CHECK	7/26/07	
	Zazoo	✓	✓	✓	CHECK	7/26/07	8/8/2007
KREW 15							
	Aristotle	✓	✓	✓	CHECK	7/26/07	
	Baiwin	✓	✓	✓	CHECK	7/26/07	
	Fredi	✓	✓	✓	CHECK	7/26/07	
	Izzi	✓	✓	✓	CHECK	7/26/07	
	Peanut	✓	✓	✓	CHECK	7/26/07	
	Volt	✓	✓	✓	CHECK	7/26/07	
EW 16							
	Razz, Kivi, Jacamar, Rojo, Poppy, Pizmo	✓	✓	✓	DEPOSIT	9/5/07	
KREW AS 2							
	Queeni, Dallah, Tukker, Rosa, Kascal, Dovignus	✓	✓	✓	DEPOSIT	9/5/07	
KREW 17							
	Danz E, Trooly, Antonio, KukKake, Norris, Rideout	✓	✓	✓	DEPOSIT	9/5/07	
KREW 22 (MATES)							
	Buckhorn, Mystic, Thurston, Brander, Mr. Smythe, Dusten	✓	✓	✓	DEPOSIT	9/5/07	
KREW SURVIVOR							
	Faith, Grace, Hope	✓	✓	✓	DEPOSIT	9/5/07	
KREW 18							
	Franklin, prestius, Dripp, Gunthur, Buddy, Vicky	✓	✓	✓	DEPOSIT	9/17/07	
KREW 19							
	Leo, Artemus, Enrico, Rivin, Nikky D, Plato	✓	✓	✓	DEPOSIT	9/17/07	
KREW 20							
	Frank, Blaxter, A.J., Penelope, Ace, April	✓	✓	✓	DEPOSIT	9/17/07	

KREW 3 (NEW) Sir Kookalot, Duke, Snooky, Flo, Lushua						
KREW 21 (AS 3) Izzi, Spym, Basil, Kosebud, Ikool, Tylor	✓	✓	✓	DEPOSIT	9/17/07	
KREW 4 (NEW) Armaslo, Chnok, Fuzae, Heatherwick, Mmsl, ena, Mugsee						
KREW 23 Max, Paloma, Sam, Natasha, Voltaire, Roman	✓	✓	✓	DEPOSIT	9/17/07	
KREW 24 LuLu, Kheda, Pnsio, Betty, Sokrates, Kennedi	✓	✓	✓	DEPOSIT	9/17/07	
KREW 5 (NEW) DaVinci, Sport, Digby, Shredder, Sporkoe, Vex						
Krew 25 Cutter, B-Hoop, Deka, RookE, Strik'em, Strik'er	✓	✓	✓	DEPOSIT	9/17/07	
KREW 26 (AS 4) Fizmo, Kunkake, Kideout, Baddy, Nikky D, April	✓	✓	✓	DEPOSIT	9/17/07	
KREW 7 (NEW) King Kook, Bach, Delilah, Marco, Rosita, Shalimar						
KREW 27 01, 55, 79, 32, 12, 78	✓	✓	✓	DEPOSIT	9/17/07	
KREW 28 Forest, Cole, Blizzard, Effis, Ginger, Bred	✓	✓	✓	DEPOSIT	9/17/07	
KREW 8 (NEW) Romulus, Thor, Wellington, Zell, Buckmeister, Onyx						
KREW 29 Desmond, Nyle, Peace, Isik, Sarcoff, Ellumum	✓	✓	✓	DEPOSIT	9/17/07	