

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Corporation information: Fuhu, LLC, a California limited liability corporation previously recorded on Reel 003784 Frame 0857. Assignor(s) hereby confirms the Fuhu, LLC, a Delaware limited liability corporation.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fujioka Holdings, Inc.		05/30/2008	CORPORATION: CALIFORNIA

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: CALIFORNIA

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
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: csnyder@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:	099998-00040
--------------------------------	--------------

CH \$90.00 77107637

NAME OF SUBMITTER:	Thomas J. McWilliams
Signature:	/tjm/
Date:	07/03/2008

Total Attachments: 12

source=Corrected_Fujioka_Fuhu#page1.tif
source=Corrected_Fujioka_Fuhu#page2.tif
source=Corrected_Fujioka_Fuhu#page3.tif
source=Corrected_Fujioka_Fuhu#page4.tif
source=Corrected_Fujioka_Fuhu#page5.tif
source=Corrected_Fujioka_Fuhu#page6.tif
source=Corrected_Fujioka_Fuhu#page7.tif
source=Corrected_Fujioka_Fuhu#page8.tif
source=Corrected_Fujioka_Fuhu#page9.tif
source=Corrected_Fujioka_Fuhu#page10.tif
source=Corrected_Fujioka_Fuhu#page11.tif
source=Corrected_Fujioka_Fuhu#page12.tif

06-11-2008



REC

1

103508102

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

C 6-6-08

1. Name of conveying party(ies):

Fujioka Holdings, Inc.

- Individual(s)
- General Partnership
- Corporation- State: California
- Other

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) May 30, 2008

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Fuhu, LLC
 Internal Address: Suite 1070
 Street Address: 1960 E. Grand Ave.
 City: El Segundo
 State: California
 Country: US Zip: 90245

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship _____
 Citizenship _____
 Citizenship California
 Citizenship _____
 Citizenship _____
 If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
77/107,637, 77/129,654, 77/129,634

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Thomas J. McWilliams
 Internal Address: 18th & Arch Streets
 Street Address: 1700 Two Logan Square
 City: Philadelphia
 State: PA Zip: 19103-2769
 Phone Number: 215-665-0400
 Fax Number: 215-636-0366
 Email Address: tmcwilliams@gibbonslaw.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____
 b. Deposit Account Number _____
 Authorized User Name _____

9. Signature:

June 6, 2008

Signature

Date

Thomas J. McWilliams, Reg. No. 44,930

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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

PHILIB-Assignment Agreement.doc-Gibbons P.C.
May 30, 2008 12:11 PM

C-1

#1309796 v1
108126-62368

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

05/29/2008
900107599

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
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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

D:THOMAS J. MCWILLIAMS COMPANY:1700 TWO LOGAN SQUARE

Signature:	/tjm/
Date:	05/29/2008
Total Attachments: 3 source=Assign_Fujioka_Fuhu#page1.tif source=Assign_Fujioka_Fuhu#page2.tif source=Assign_Fujioka_Fuhu#page3.tif	

ASSIGNMENT AGREEMENT

This Assignment Agreement, effective May 30, 2008 ("Effective Date") by and between Fujioka Holdings, Inc, a California company located in El Segundo, California (the "Assignor"), and Fuhu, LLC, a California limited liability company located in El Segundo, California (the "Assignee");

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 California.

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.

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: [Signature]

Name: DARYL KIMOTO

Title: CEO

FUHU, LLC

By: [Signature]

Name: DARYL KIMOTO

Title: MANAGER

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