

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Talentoy Factory Limited		11/05/2008	CORPORATION: HONG KONG

RECEIVING PARTY DATA

Name:	Blue Box Toy Factory Limited
Street Address:	98 Granville Road
Internal Address:	Room 1203, East Ocean Centre
City:	Tsim Sha Tsui East, Kowloon
State/Country:	HONG KONG
Entity Type:	CORPORATION: HONG KONG

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3417047	BABY BABY
Registration Number:	3331793	BABY BABY
Registration Number:	2901531	BABY BABY

CORRESPONDENCE DATA

Fax Number: (314)918-1168
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 314/266-5757
 Email: cbrigham@heitandleach.com
 Correspondent Name: Chad W. Brigham
 Address Line 1: 220 West Lockwood Avenue
 Address Line 2: Suite 202
 Address Line 4: St. Louis, MISSOURI 63119

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:

OP \$90.00 3417047

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Chad W. Brigham

Signature:

/cwb/

Date:

11/06/2008

Total Attachments: 3

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into effective as of the 5th day of November, 2008 by **Talentoy Factory Limited**, a Hong Kong corporation having an address at New Mandarin Plaza, 14 Science Museum Road, Tsimshatsui East, Kowloon, Hong Kong ("Assignor"), in favor of **Blue Box Toy Factory Limited**, a Hong Kong corporation having an address at Room 1203, East Ocean Centre, 98 Granville Road, Tsim Sha Tsui East, Kowloon, Hong Kong ("Assignee").

RECITALS

A. Assignor is the owner of the United States federal registrations for the trademarks identified on Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Marks"), as used in any form, format, style or design, and including all goodwill and rights associated therewith, at common law or otherwise.

B. Assignor desires to transfer and assign to Assignee, and Assignee is desirous of acquiring from Assignor, any and all rights that Assignor has in and to the Marks and the federal registrations therefor, together with the goodwill of the business with which the Marks are used and which is symbolized by the Marks, along with the right to recover for damages and profits for past infringement thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Assignor by its execution hereof, the parties agree as follows:

1. Assignment. Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee, all of Assignor's rights, title, and interest of whatever kind in and to the Marks, together with (a) the United States federal registrations therefor and all common law rights associated therewith, (b) the goodwill of the business symbolized by the Marks, (c) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations thereof, and (d) all rights to sue for past, present and future infringements or misappropriations of the Marks.

2. Recording. Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the assignment of the Marks and the registrations therefor to Assignee in the United States Patent and Trademark Office.

3. Further Assurances. Assignor covenants and agrees that it will, whenever so requested by Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee may require as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned and provide evidence

to support any of the foregoing in the event such evidence is in the possession or control of Assignor.

4. Right to File for Registration. Assignor hereby transfers, grants, conveys, and assigns to Assignee the sole and unencumbered right to file for and obtain worldwide registrations for the Marks, in any or all of its respective forms, in any and all trademark and service mark classes and categories as are applicable.


5. Request to the Commissioner. The Commissioner for Trademarks is hereby respectfully requested to record this Assignment in the United States Patent and Trademark Office and index this Assignment against the files of the registrations herein described.

6. Successors and Assigns. All provisions of this Assignment are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective successors and permitted assigns.

7. Effective Date. This Assignment and all of the terms and conditions herein are effective as of the date first above written. The ongoing covenants of the parties as are set forth herein shall continue in effect until such time as this Assignment is terminated and/or amended by a written instrument signed by both parties hereto, or their respective permitted successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date set forth above.

TALENTSY FACTORY LIMITED

By: 
Name: RINGO MAK
Title: DIRECTOR

BLUE BOX TOY FACTORY LIMITED

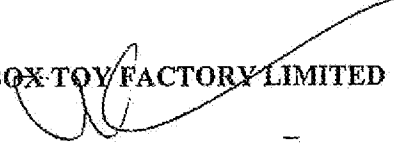


By: 
Name: DAVID CHAN
Title: DIRECTOR

EXHIBIT A

MARKS

Trademark	Serial Number	Filing Date	Registration Number	Registration Date
	77/131,459	March 15, 2007	3,417,047	April 29, 2008
Baby and child monitors and picture projectors with and without sound, in International Class 009.				

Trademark	Serial Number	Filing Date	Registration Number	Registration Date
	78/774,903	December 16, 2005	3,331,793	November 6, 2007
Baby bottles, baby bottle nipples, cups adapted for feeding babies and children, pacifiers for children, teething rings, teething rings incorporating rattles, in International Class 010.				


Trademark	Serial Number	Filing Date	Registration Number	Registration Date
	78/201,940	January 10, 2003	2,901,531	November 9, 2004
Games and playthings for infants and pre-school children, namely, baby multiple activity toys, bath toys, bathtub toys, children's multiple activity toys, crib toys, infant action crib toys, infant development toys, infant toys, music box toys, sandbox toys, squeezable squeaking toys, baby rattles incorporating teething rings, baby rattles, infant's rattles, plus toys, in International Class 029.				

Exhibit A