

**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
Pamela Drake Imports, Inc.		09/29/2008	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	SWT Acquisition, LLC
Street Address:	5711 Buckingham Parkway
City:	Culver City
State/Country:	CALIFORNIA
Postal Code:	90230-6515
Entity Type:	LIMITED LIABILITY COMPANY:

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3013777	IT'S BY...PDI
Registration Number:	2957909	SWITCHIT
Registration Number:	2931650	CHANGING ROOMS
Serial Number:	77240022	ALPHABITZ
Registration Number:	3328487	MONKEY MAGNET PUZZLE BOX
Registration Number:	2421847	WOODKINS
Registration Number:	1967483	PAINT-A-FISH
Registration Number:	1967482	PAINT-A-SNAKE
Serial Number:	77035430	TWISTKINS
Registration Number:	3027587	SEW 'N' SEW
Serial Number:	78456575	LEMON MERINGUE TOYS

**CORRESPONDENCE DATA**

Fax Number: (310)282-2200

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

**900120269**

**TRADEMARK  
 REEL: 003884 FRAME: 0919**

**CH \$290.00 3013777**

Phone: 310-282-2000 x2108  
Email: krogers@loeb.com  
Correspondent Name: David W. Grace  
Address Line 1: 10100 Santa Monica Boulevard  
Address Line 2: c/o Loeb & Loeb LLP, Suite 2200  
Address Line 4: Los Angeles, CALIFORNIA 90067-4120

ATTORNEY DOCKET NUMBER:	211809-10001
NAME OF SUBMITTER:	David W. Grace
Signature:	/David W. Grace/
Date:	11/06/2008

**Total Attachments: 11**

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INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, PAMELA DRAKE IMPORTS, INC., a California corporation (“PDI”) and Pamela Drake (the “**Founder**”, and together with PDI, the “**Assignors**”, and each individually an “**Assignor**”), have adopted, are using and together are the owners of any and all rights, title, interest and goodwill in and to registered and common law trademarks, and any other identifying names and monikers, and any applications and registrations therefor including, but not limited to, the trademarks identified on Exhibit 1 hereto (the “**Marks**”), copyrights, including, but not limited to, the copyrights listed on Exhibit 1 (the “**Copyrights**”), trade names, including, but not limited to, the trade names identified on Exhibit 1 (the “**Trade Names**”), designs, patent applications, issued patents and inventions, including, but not limited to, the designs, patent applications, issued patents and inventions identified on Exhibit 1 (the “**Patents**”) and domain names, including, but not limited to, the domain names identified on Exhibit 1 (the “**Domain Names**”);

WHEREAS, SWT Acquisition, LLC, a California limited liability company d/b/a Small World Toys (“**Assignee**”), and Assignors entered into that certain Asset Purchase Agreement dated as of October 1, 2008 (the “**Purchase Agreement**”);

WHEREAS, pursuant to the Purchase Agreement, Assignee is desirous of acquiring the Marks, the Copyrights, the Trade Names, the Patents, the Domain Names and all other common law or other intellectual property rights and any goodwill associated therewith or with the operation of the business of PDI (collectively, the “**IP Rights**”);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignors do hereby assign, sell and transfer unto Assignee all right, title and interest in and to:

(a) the Marks and all common-law rights associated with the Marks, together with the goodwill of the business symbolized by and associated with the Marks, all benefit of the Marks and any other rights appurtenant to any of the foregoing and all registrations thereof;

(b) the Copyrights, including: (i) all rights of Assignors, if any, to obtain registrations, renewals, and extensions of the Copyrights, individually or collectively, that may be secured under the laws now or hereinafter in force and effect in the United States or in any other country or countries; and (ii) any other rights appurtenant to any of the foregoing and all registrations thereof;

(c) the Trade Names and any other rights appurtenant to the Trade Names;

(d) the Patents, and (i) any patent application(s) filed as a continuation, division, or continuation-in-part of the Patents, patents issuing therefrom and reissues, reexaminations and extensions of such patents; (ii) any patent application(s) filed in respect of the inventions that are identified on Exhibit 1 attached hereto; (iii) any foreign counterpart to the Patent(s) and patent applications described in this Section 1(d) (including divisions, continuations, confirmations, additions, renewals or continuations-in-part of such patent applications), patents issuing therefrom and extensions thereof; and (iv) any other rights appurtenant to any of the foregoing and all registrations thereof;

(e) the Domain Names, any other rights appurtenant to the Domain Names and all registrations thereof.

**EXECUTION COPY**

2. Assignors do hereby assign, sell and transfer unto Assignee all rights under the common law and under the statutes of the United States or any other country, to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks and the goodwill associated therewith, the Copyrights, the Trade Names, the Patents, the Domain Names, and all such appurtenant rights.

3. Assignors and Assignee will promptly execute and deliver all documents and authorizations and take all other actions that may be necessary or desirable for transferring to Assignee all right, title and interest in and to the IP Rights, including but not limited to: (a) executing all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to Assignee the right, title and interest conveyed herein, including without limitation, to execute one or more further assignments covering the IP Rights in a form acceptable for recordation in the United States Patent and Trademark Office, the United States Copyright Office and in foreign trademark, patent and copyright offices; and (b) completing, executing or authorizing the transfer of the Domain Names pursuant to the procedures set forth by Network Solutions, LLC, as attached hereto at Exhibit 2, as the same may be amended from time to time, or pursuant to the procedures set forth by any other registration authority specified by Assignee.

4. Assignors authorize and request Network Solutions, LLC, or any other registration authority, to transfer the Domain Names and the registrations thereof from Assignors to Assignee.

5. Assignors hereby acknowledge that upon transfer of the IP Rights, Assignee shall be the sole and exclusive owner of all right, title and interest in the IP Rights. Assignors agree that from the date of this Agreement forward, neither they, nor any of their agents, assigns, representatives, affiliated companies, partners, or employees, nor any party acting in concert or participation with any of the foregoing, will assert any interest in, use or register with any agency or administrative body, any patent, copyright, trademark, service mark, domain name or trade name that is the same or confusingly similar to any of the IP Rights. Assignors do further consent to the recordation of this Assignment with any governmental agency.

6. This Agreement shall be governed by and construed in accordance with the internal laws (and not the choice-of-law rules) of the State of California. This Agreement may be modified or amended only by a written instrument executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either party except by an instrument in writing signed by the party granting the waiver. This Agreement may be executed in several identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument; in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

*(Signature Page Follows)*

EXECUTION COPY

IN WITNESS WHEREOF, the following Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, effective as of this 29 day of September, 2008.

PAMELA DRAKE IMPORTS, INC.

By: [Signature]  
Name: Pamela Drake  
Title: Chief Executive Officer

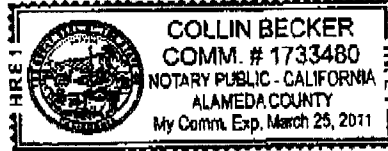
STATE OF CALIFORNIA  
COUNTY OF ~~LOS ANGELES~~ Alameda

On September 29, 2008 before me, Collin Becker, Notary Public, personally appeared Pamela Drake who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



The foregoing assignment of the IP Rights by the foregoing Assignor to the Assignee is hereby accepted, effective as of this 29 day of September, 2008.

SWT Acquisition, LLC (d/b/a Small World Toys)

By: [Signature]  
Name: John Matise  
Title: Chief Operating Officer

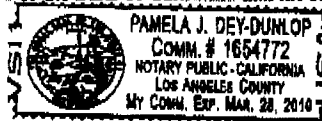
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On September 29, 2008 before me, Pamela J. DeY-Dunlop, Notary, personally appeared John Matise who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



SIGNATURE PAGE TO  
INTELLECTUAL PROPERTY ASSIGNMENT

EXECUTION COPY

IN WITNESS WHEREOF, the following Assignor has executed this assignment, as an instrument under seal, effective as of this 29 day of September, 2008.

Pamela Drake  
PAMELA DRAKE, an individual

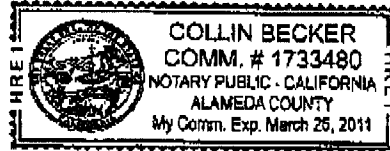
STATE OF CALIFORNIA CA  
COUNTY OF ~~LOS ANGELES~~ Alameda

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



The foregoing assignment of the IP Rights by the foregoing Assignor to the Assignee is hereby accepted, effective as of this 29 day of September, 2008.

SWT Acquisition, LLC (d/b/a Small World Toys)

By: [Signature]  
Name: John Matise  
Title: Chief Operating Officer

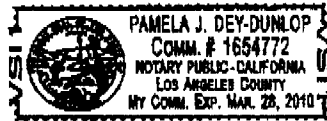
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



SIGNATURE PAGE TO  
INTELLECTUAL PROPERTY ASSIGNMENT

## EXHIBIT 1

## INTELLECTUAL PROPERTY

**Federal Trademark Registrations and Applications**

<b><u>MARK</u></b>	<b><u>REGISTRATION (APPLICATION) NO.</u></b>	<b><u>CURRENT OWNER</u></b>
SEW 'N' SEW	3,027,587	Pamela Drake Incorporated
LEMON MERINGUE TOYS	(78/456,575)	Pamela Drake Incorporated
IT'S BY...PDI	3,013,777	Pamela Drake Imports, Inc.
SWITCHIT	2,957,909	Pamela Drake Imports, Inc. DBA PDI
CHANGING ROOMS	2,931,650	Pamela Drake Imports, Inc. DBA PDI
MONKEY MAGNETS (and Design)	(78/652,534)	Pamela Drake Incorporated
ALPHABITZ	(77/240,022)	Pamela Drake Imports
MONKEY MAGNET PUZZLE BOX	3,328,487	Pamela Drake Imports, Inc. DBA Pamela Drake Inc.
TWISTKINS	(77/035,430)	Pamela Drake Imports, Inc.
WOODKINS	2,421,847	Pamela Drake Imports, Inc., DBA Pamela Drake Inc.
PAINT-A-FISH	1,967,483	Pamela Drake Imports, Inc., DBA Pamela Drake Inc.
PAINT-A-SNAKE	1,967,482	Pamela Drake Imports, Inc., DBA Pamela Drake Inc.
WIRE ART	2,437,707	Pamela Drake, Inc. (as assigned from Duncan Enterprises on June 22, 2005)

**Trade Name**

Pamela Drake, Inc.
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**Domain Name**

<b><u>DOMAIN NAME</u></b>	<b><u>EXPIRATION DATE</u></b>	<b><u>Registrar</u></b>
www.woodkins.com	September 24, 2008	Network Solutions, LLC

EXHIBIT 2

**(Domain Name Transfer Procedures)**

**(See the Attached)**



Send this Service Agreement via fax to:  
Network Solutions, LLC  
Attn: Registrant Change Group  
Fax #: 571-434-4652

## REGISTRANT NAME CHANGE AGREEMENT

Version 5.1

### INSTRUCTIONAL INFORMATION

To successfully complete this form, you will need the Whois record for the domain name. The Whois database can be found at <http://www.networksolutions.com>.

Please review the information on this form carefully before submitting and ensure that all information is accurate and complete.

Please make a copy of the completed Registrant Name Change Agreement for your records, then fax it to Network Solutions at the number shown above. If this domain name is the subject of litigation or a trademark dispute, please send this Registrant Name Change Agreement to Network Solutions, LLC via fax at 703-668-5969 (litigation or trademark disputes only) or via postal mail to: 13200 Woodland Park Drive, Attn: Legal Department, Herndon, VA 20171.

Processing of the Registrant Name Change Agreement will take 2 to 3 business days after receipt of the authorization e-mail from the Primary Contact for the Domain Name. The Primary Contact has up to 14 days to authorize this Registrant Name Change Agreement. The New Registrant will be notified upon successful completion of the Registrant Name Change Agreement.

For purposes of this Registrant Name Change Agreement, the term "Domain Name" refers to the domain name identified in Section 1 below, the term "Current Registrant" refers to the current registrant identified in Section 2 below, and the term "New Registrant" refers to the new registrant identified in Section 3 below.

If you have any questions, please contact Customer Service at 1-888-842-9675 from the U.S. or Canada or +1-703-742-0914 from international locations.

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### 1. DOMAIN NAME INFORMATION

Domain Name: *www.woodkins.com*  
(Please provide only one domain name in this Section 1. If this Registrant Name Change Agreement applies to more than one domain name, please put "See Attached" in this Section 1 and attach a list of the applicable domain names.)

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### 2. CURRENT REGISTRANT INFORMATION

Current Registrant Name: *Danella Drake Inc.*  
Current Registrant Postal Address:  
Street: *1615 Hopkins St.*  
City: *Berkeley*

State: *CA*  
 Postal Code: *94707*  
 Country: *USA*  
 Current Registrant E-mail Address: *pamella@pameladrakeinc.com*  
 Current Registrant Phone Number: *510 528-2993 x 11*  
 Current Registrant Fax Number: *510 528-2995*

**3. NEW REGISTRANT INFORMATION**

Are you transferring into an existing Network Solutions account?  YES  NO  
If YES, please provide us with your existing Network Solutions account number:

If NO, please provide the following information so that we can create your new account:

Account Type:  Organization  Individual

If you are a Network Solutions Wholesale Partner, please indicate your Partner ID:

**3.1. ACCOUNT HOLDER INFORMATION:**

For Individual Accounts, the Account Holder will be the same as the Primary Contact. For Organizational Accounts, the Primary Contact is an individual with the authority to manage and modify the account on behalf of the organization.

Organization Name (if applicable):

Account Holder Postal Address:  
 Street:  
 City:  
 State:  
 Postal Code:  
 Country:

Account Holder E-mail Address:

Account Holder Phone Number:

Account Holder Fax Number:

**3.2. PRIMARY CONTACT INFORMATION:**

Primary Contact Name:

Primary Contact Postal Address:  
 Street:  
 City:  
 State:  
 Postal Code:  
 Country:

Primary Contact E-mail Address:

**Primary Contact Phone Number:**

**Primary Contact Fax Number:**

**Primary Contact Desired User ID:**  
(User ID must be between 8 & 32 characters)

**Primary Contact Desired Password:**  
(Password must be between 4-8 characters)

**IMPORTANT NOTES:**

Once your account has been created, you may go to <http://www.networksolutions.com> and log in to Account Manager to:

- Change your password and set up your Challenge Question so you can quickly retrieve a forgotten login.
- Login to Account Manager to add or change Account contacts to help manage your account. Please note that for purposes of the Whois Database, we will default the Primary Contact information provided in this Section 3.2 as the Whois Administrative Contact and Technical Contact.
- Manage your Domain Name Servers (DNS). Your DNS will default to your current settings for the transferred domain name.

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**TERMS & CONDITIONS**

The Current Registrant and the New Registrant enter into this Registrant Name Change Agreement as of the date executed by the final party hereto. WHEREAS the Current Registrant and Network Solutions, LLC ("Network Solutions") have entered into the Network Solutions Service Agreement, which Service Agreement may be found at [https://www.netsol.com/en\\_US/legal/static-serviceService Agreement.html](https://www.netsol.com/en_US/legal/static-serviceService%20Agreement.html), (the "Service Agreement") for the registration of the second-level domain name(s) referenced in Section 1 above (the "Domain Name"); WHEREAS the New Registrant desires to register the Domain Name with Network Solutions and to that end has reviewed the Service Agreement, including the applicable Schedules thereof, and agrees to its terms for registration of the Domain Name; WHEREFORE, in consideration of these premises, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The terms of this Section apply only to the Current Registrant. In accordance with the Service Agreement, the Current Registrant hereby relinquishes its registration of the Domain Name and discharges Network Solutions from all obligations under the Service Agreement. The Current Registrant releases Network Solutions from all claims, liabilities or demands arising from the Service Agreement. The Current Registrant further acknowledges and agrees that it is not entitled to a refund of any fees it may have paid to Network Solutions. Nothing contained in this Registrant Name Change Agreement or the Service Agreement shall be construed as an assignment of the Current Registrant's rights under the Service Agreement. The Current Registrant hereby authorizes Network Solutions to take all steps necessary to register the Domain Name to the New Registrant, including without limitation, disassociating the Domain Name from the host servers designated by the Current Registrant without further notice. The Current Registrant hereby represents and warrants that it possesses the authority to legally bind the Registrant of the Domain Name.
2. The terms of this Section apply only to the New Registrant. The New Registrant acknowledges that it has reviewed and understands the terms, conditions, representations and warranties of the Service Agreement, including to the applicable Schedules thereof, in effect as of the date of this Registrant Name Change Agreement. The New Registrant, by signing and sending this Registrant Name Change Agreement to Network Solutions, agrees to be bound by and to perform in accordance with the terms and conditions of the Service Agreement, which includes Network Solutions' current Domain Name Dispute Policy. The New Registrant also reaffirms the accuracy and completeness of all of the information contained in Section 3 above. To the extent the terms and conditions of the Service Agreement conflict with the terms and conditions of this Registrant Name Change Agreement, the terms and conditions of this Registrant Name Change Agreement shall prevail. The New Registrant represents and warrants that it possesses the authority to legally bind the Registrant of the Domain Name. The New Registrant acknowledges and agrees that unless it applies for additional registration years for the Domain Name, the term of the Domain Name registration will be equal to the remaining registration term of the Domain Name at the time of this Registrant Name Change Agreement.
3. **Effective Date of the New Registrant's Registration of the Domain Name.** The New Registrant's registration of the Domain Name shall be effective upon Network Solutions' transmission of an acknowledgement to the New Registrant that the Domain Name has been registered to the New Registrant.

4. SIGNATURE BLOCK

Current Registrant must complete below:	New Registrant must complete below:
Organization: <i>PAMELA DRAKE INC</i>	Organization: <i>SWT Acquisition, LLC</i>
Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
Signor's Name (Please print): <i>PAMELA M. DRAKE</i>	Signor's Name (Please print): <i>John Matise</i>
Signor's Phone Number: <i>510 5282993 x11</i>	Signor's Phone Number: <i>310 717 0075</i>
Signor's Active E-mail Address: <i>pamela@pameladrakeinc.com</i>	Signor's Active E-mail Address: <i>john.m@smallworldtoys.com</i>
Date: <i>SEPT 5, 2008</i>	Date:

4. SIGNATURE BLOCK

Current Registrant must complete below:	New Registrant must complete below:
Organization: PAMELA DRAKE INC	Organization: Swt Acquisition, LLC
Signature: <i>PAMELA M. DRAKE</i>	Signature: <i>[Handwritten Signature]</i>
Signor's Name (Please print): 510 5282993 X 11	Signor's Name (Please print): John Matix
Signor's Phone Number: pamela@pameladrakeinc.com	Signor's Phone Number: (310) 717-0075
Signor's Active E-mail Address: SEPT 5, 2008	Signor's Active E-mail Address: johnm@smallworldtoys.com
Date:	Date: