

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
Floodgate Entertainment, LLC		10/23/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PlayFirst, Inc.		
Street Address:	160 Spear Street		
Internal Address:	Suite 1300		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77223211	DAYCARE NIGHTMARE	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6179518000		
Email:	jennifer.kagan@bingham.com		
Correspondent Name:	Jennifer Kagan		
Address Line 1:	One Federal Street		
Address Line 2:	Bingham McCutchen LLP		
Address Line 4:	BOSTON, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	3003391/0000322786		
NAME OF SUBMITTER:	Jennifer Kagan		
Signature:	/jenniferkagan/		

OP \$40.00 77223211

Date:

11/24/2008

Total Attachments: 4

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TRADEMARK AND SERVICE MARK ASSIGNMENT

THIS TRADEMARK AND SERVICE MARK ASSIGNMENT ("Assignment"), is entered into by and between Floodgate Entertainment, LLC, a limited liability company organized and existing under the laws of the State of Delaware, having an address of 55 Moody Street, Waltham, Massachusetts 02453 ("Assignor"), and PlayFirst, Inc., a corporation organized and existing under the laws of Delaware, having an address of 160 Spear Street, Suite 1300, San Francisco, California 94105 ("Assignee"), and is effective as of October 23, 2008 ("Effective Date").

WHEREAS, Assignor has adopted, is using and intends to use, and is the owner of all right, title, interest, and goodwill in and to the trademark and service mark and the registration application thereof identified as follows:

<u>MARK</u>	<u>COUNTRY</u>	<u>APP. SERIAL NO.</u>	<u>FILING DATE</u>
DAYCARE NIGHTMARE	United States	77/223,211	07/06/2007

(the "Mark").

WHEREAS, Assignee is desirous of acquiring the Mark and the registration application thereof;

NOW, THEREFORE, Assignor does hereby assign, sell and transfer unto Assignee for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all right, title and interest in and to the Mark and the registration application thereof, together with all of the goodwill of Assignor's business symbolized by the Mark and that portion of Assignor's business associated with the Mark, namely, those assets of the Assignor that are exclusively associated with the Mark, together with the right to sue and recover for any past, present or future infringements or dilution thereof or any other damage or injury to the Mark, the registration application thereof or such associated goodwill, and all benefit of the Mark and such registration application and associated goodwill. Assignor does further consent to the recordation of this Assignment with any governmental agency.

Assignor agrees, without further consideration, to execute 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, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments with respect to the Mark in a form acceptable for recordation in both the United States Patent and Trademark Office and in foreign trademark offices.

[Remainder of Page Intentionally Left Blank]

Floodgate Entertainment, LLC
"Assignor"

By: [Signature]
Name: Paul Nevins
Title: Person

STATE OF MA
COUNTY OF Middlesex

The foregoing instrument was acknowledged before me this 12 day of Nov, 2008 by Paul Nevins of Floodgate Entertainment, LLC, a Delaware limited liability company, on behalf of the company. She/he is personally known to me.

[Signature]
(Signature of ANDREW BERGERON
Notary Public, Massachusetts
My Commission Expires September 3, 2015
(Name typed, printed or stamped)
ANDREW BERGERON
Notary Public, Massachusetts
My Commission Expires September 3, 2015

*****Notary Seal*****



The foregoing assignment is hereby accepted as of the 14 day of November, 2008.

PlayFirst, Inc.
"Assignee"

By: [Signature]
Name: BOND SIMON
Title: VP & GENERAL COUNSEL

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2008 by _____ of PlayFirst, Inc., a _____ corporation, on behalf of the company. She/he is personally known to me.

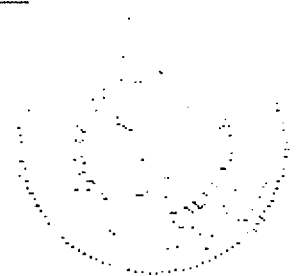
(Signature of Notary)

(Name typed, printed or stamped)

My Commission Expires: _____

SEE ATTACHED CALIFORNIA
ALL-PURPOSE
ACKNOWLEDGEMENT

*****Notary Seal*****



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO

On Nov. 14, 2008 before me, W. TURNEY NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared BRADFORD SIMON

Name(s) of Signer(s)

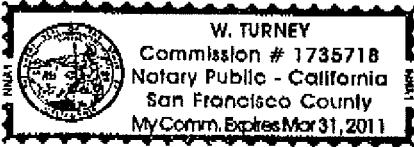
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 W. Turney

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

BRAD TRADEMARK : SERVICE MARK AGREEMENT

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____