

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Talentoy Factory Limited		11/25/2008	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: 1			
Property Type	Number	Word Mark	
Registration Number:	2394019	TALENTOY	
CORRESPONDENCE DATA			
Fax Number:	(314)918-1168		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314/266-5757		
Email:	cbrigham@heitlandleach.com		
Correspondent Name:	Chad W. Brigham		
Address Line 1:	220 West Lockwood Avenue; Suite 202		
Address Line 4:	St. Louis, MISSOURI 63119		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

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NAME OF SUBMITTER:	Chad W. Brigham
Signature:	/cwb/
Date:	12/02/2008
Total Attachments: 3 source=Talentoy Assignment#page1.tif source=Talentoy Assignment#page2.tif source=Talentoy Assignment#page3.tif	

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into effective as of the 25th day of NOVEMBER, 2008 by **Talentoy Factory Limited**, a Hong Kong corporation having an address at Room 1201A, East Ocean Centre, 98 Granville Road, Tsim Sha Tsui 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 registration for the trademark identified on Exhibit A attached hereto and incorporated herein by this reference (the "Mark"), 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 Mark and the federal registration therefor, together with the goodwill of the business with which the Mark is used and which is symbolized by the Mark, 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 Mark, together with (a) the United States federal registration therefor and all common law rights associated therewith, (b) the goodwill of the business symbolized by the Mark, (c) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Mark, 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 Mark.

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 Mark and the registration 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 Mark, 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 Trade Mark 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 registration 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.

TALENTOY FACTORY LIMITED

By: 
Name: Ringo Mak
Title: Director

BLUE BOX TOY FACTORY LIMITED


By: 
Name: David Chan
Title: Director

EXHIBIT A

MARK

Trademark	Serial Number	Filing Date	Registration Number	Registration Date
TALENTOY	75/515,485	July 8, 1998	2,394,019	October 10, 2000
<p>toys, games, and playthings, namely, stuffed toys, plush toys, toy action figures, toy vehicles, baby multiple activity toys, bath toys, bathtub toys, children multiple activity toys, dog toys, infant action crib toys, inflatable bath toys, inflatable ride on toys, non riding transportation toys, party favors in the nature of small toys, ride on toys, squeezable squeaking toys, water squirting toys, windup walking toys, windup toys, electrical and mechanical action toys, toy musical instruments, dolls, handheld and stand alone units for playing; electronic games, board games, hand-held battery-operated game machines, toy vehicles, card games, play sets for dolls, balls, racing sets, and puppets</p>				

Exhibit A