

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Basic Fun, Inc.		09/25/2008	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

<b>Name:</b>	The Good Stuff Company, LLC
<b>Street Address:</b>	767 Fifth Avenue, 26/F
<b>Internal Address:</b>	c/o Chazen Capital Partners
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10153
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2023171	BASIC FUN
Registration Number:	3172499	GIGGLATOR
Registration Number:	2852097	PONTIKI
Registration Number:	2814052	TINY TOTES
Registration Number:	2029749	WE PUT THE WORLD'S GREATEST TOYS IN THE PALM OF YOUR HAND
Registration Number:	2028251	WE PUT THE WORLD'S GREATEST TOYS IN THE PALM OF YOUR HAND
Registration Number:	2928355	XTS
Registration Number:	2700475	YANK MY FINGER

**CORRESPONDENCE DATA**

Fax Number: (212)715-8000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2127159406

CH \$215.00 2023171

Email: mmaoz@kramerlevin.com  
Correspondent Name: Michael Maoz, Esq.  
Address Line 1: 1177 Avenue of the Americas  
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Michael Maoz
Signature:	/MM/
Date:	12/09/2008

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of September 25, 2008, is made by and between BASIC FUN, INC., a Pennsylvania corporation ("Assignor"), having an address at 1080 Industrial Highway, P.O. Box 1145, Southampton, PA 18966, and The Good Stuff Company, LLC, a Delaware limited liability company ("Assignee"), having an address at c/o Chazen Capital Partners, 767 Fifth Avenue, 26/F, New York, NY 10153.

W I T N E S S E T H:

WHEREAS, Assignor is engaged in the business of developing, manufacturing (through subcontract or otherwise) and merchandising licensed and proprietary toy products sold through mass market and specialty retailers located throughout the world (the "Business");

WHEREAS, Assignor owns all right, title and interest in and to the trademarks and service marks listed on the attached Schedule A, all registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said marks (collectively, the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring and Assignor is desirous of selling all of Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the Business, and confirming the same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor did and hereby does assign, sell, transfer and convey, free and clear of any liens, to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Trademarks throughout the world, including without limitation all trademark applications and registrations therefor, all common law rights in such Trademarks, all goodwill of the Business symbolized by the Trademarks, as well as the right to sue and to collect all damages and payments for claims of past, present and future infringement or misappropriation thereof and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the registered Trademarks.

2. Assignor hereby constitutes and appoints Assignee and its successors and assigns the true and lawful attorney and attorneys of Assignor, with full power of substitution, for Assignor and in its name and stead, or otherwise, by or on behalf and for the benefit of Assignee, its successors and assigns, at Assignee's sole cost and expense, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth above,

and from time to time to institute and prosecute in Assignor's name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the Trademarks and to defend and compromise any and all actions, suits and proceedings in respect of any of said Trademarks and to do any and all such acts and things in relation thereto as Assignee. Assignor hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

3. Upon the request of Assignee or in case for any reason the power of attorney set forth herein is insufficient to effect the assignment set forth above or effect any other purpose set forth herein, Assignor agrees for itself and its successors, representatives and assigns, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as Assignee may reasonably request to effectuate fully the assignment and the purposes set forth herein.

4. This Assignment is intended only to effectuate the recordation of the transfer of the Trademarks, pursuant to that certain Asset Purchase Agreement, dated as of September 25, 2008 (the "Asset Purchase Agreement"), by and among Assignor, Assignee and Alan Dorfman and Jeffrey Kennis, the shareholders of Assignor, and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement. In the event that any of the terms of this Assignment conflict in any way with the provisions of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.

5. This Assignment, and any disputes arising in connection herewith, shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York, without regard to its conflicts of laws principles.

6. This Assignment may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same agreement. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSIGNOR:

BASIC FUN, INC.

By: \_\_\_\_\_  
Name:  
Title:

STATE OF                    }  
                                  } ss:  
COUNTY OF                }

Before me, the undersigned, a Notary Public of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, having been sworn by me according to law did depose and say he was the \_\_\_\_\_ of Basic Fun, Inc. ("Assignor") and did acknowledge the execution of the foregoing Trademark Assignment Agreement on behalf of said Assignor.

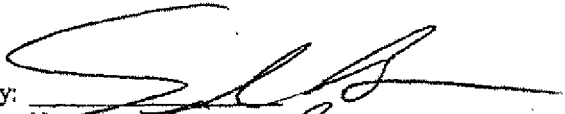
WITNESS my hand and notarial seal this \_\_\_\_\_, 2008.

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)

ASSIGNEE:

THE GOOD STUFF COMPANY, LLC

By:   
Name: SIO Byron  
Title: MANAGING MEMBER

Schedule A

Trademarks

Mark	Registration Number	Registration Date	Registrant
BASIC FUN	2023171 /	12/17/96	Basic Fun, Inc.
GIGGLATOR	3172499 /	11/14/06	Basic Fun, Inc.
PONTIKI	2852097 /	6/8/04	Basic Fun, Inc.
TINY TOTES	2814052 /	2/10/04	Basic Fun, Inc.
WE PUT THE WORLD'S GREATEST TOYS IN THE PALM OF YOUR HAND	2029749 /	1/14/97	Basic Fun, Inc.
WE PUT THE WORLD'S GREATEST TOYS IN THE PALM OF YOUR HAND	2028251 /	1/7/97	Basic Fun, Inc.
XTS	2928355 /	2/22/05	Basic Fun, Inc.
YANK MY FINGER & Design	2700475 /	3/25/03	Basic Fun, Inc.