

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
Opus Event Marketing, Ltd.		12/18/2008	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Prophet Play, Inc.		
Street Address:	c/o Prophet Brand Strategy		
Internal Address:	150 Spear Street, Suite 1500		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3194016		
Registration Number:	3194014	LOOK AT MORE STUFF	
Registration Number:	3194013	THINK ABOUT IT HARDER	
Registration Number:	3193898	PLAY.	
Registration Number:	3193880	PLAY	
CORRESPONDENCE DATA			
Fax Number:	(415)393-9887		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650.856.6500		
Email:	trademark@ssd.com		
Correspondent Name:	Marek J. Adamo, Esq.		
Address Line 1:	Squire, Sanders & Dempsey L.L.P.		
Address Line 2:	600 Hansen Way		
Address Line 4:	Palo Alto, CALIFORNIA 94304-1043		

CH \$140.00 3194016

ATTORNEY DOCKET NUMBER:	064568.00021
NAME OF SUBMITTER:	Marek J. Adamo
Signature:	/Marek Adamo/
Date:	12/22/2008
Total Attachments: 5 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "**Agreement**") shall be effective as of December 18, 2008 (the "**Effective Date**") by and between **Opus Event Marketing, Ltd.**, a Virginia corporation (the "**Assignor**"), and **Prophet Play, Inc.**, a Virginia corporation (the "**Assignee**").

WITNESSETH:

WHEREAS, Assignor is the owner of certain trademarks listed in **Exhibit A**;

WHEREAS, pursuant to that certain Asset Purchase Agreement dated December 18, 2008 between Assignor and Assignee (the "**Asset Purchase Agreement**"), Assignor has agreed to sell substantially all of Assignor's assets to Assignee, including, without limitation, all rights, title and interest owned by Assignor in the registered trademarks set forth in **Exhibit A** hereto, along with any and all goodwill relating thereto (the "**Marks**"). Any capitalized terms used herein, if not otherwise defined herein, shall have the respective meanings ascribed to them in the Asset Purchase Agreement.

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

1. **Assignment.** As of the Effective Date, Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors, assigns, and nominees, absolutely and in perpetuity, Assignor's entire right, title, and interest worldwide in and to the Marks, together with all the goodwill associated therewith, and including the right to sue for and receive all damages from past infringements arising prior to the Effective Date, the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives.

2. **Further Assurances.** Assignor further agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Agreement. In addition, and without limiting the generality of the foregoing, Assignor further agrees, at the request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing Assignee's intellectual property rights in the Marks, and to otherwise aid Assignee or its successors in interest in enforcing intellectual property rights in the Marks, all at the expense of Assignee or its successors in interest.

3. **Power of Attorney.** Assignor hereby constitutes and appoints Assignee and its successors and assigns as Assignor's true and lawful attorneys with full power of substitution, in Assignor's name and stead but on behalf and for the benefit of Assignee and its successors and assigns, to demand and receive any and all of the Marks and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the Marks, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Marks which Assignee or its successors or assigns shall

deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor or by dissolution of Assignor or in any manner or for any reason whatsoever.

4. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of California applicable to agreements made and to be performed entirely within such state, but excluding the conflicts of laws principles thereof.

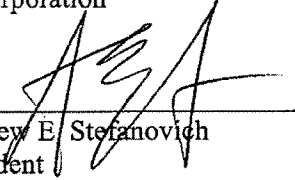
5. **Counterparts.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date written below.

OPUS EVENT MARKETING, LTD.,
a Virginia corporation

By: _____


Andrew E. Stefanovich
President

PROPHET PLAY, INC.,
a Virginia corporation

By: _____

Simon Marlow
Treasurer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date written below.

OPUS EVENT MARKETING, LTD.,
a Virginia corporation

By: _____
Andrew E. Stefanovich
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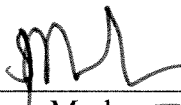
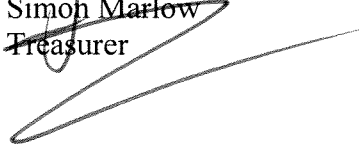
By:  _____
Simon Marlow
Treasurer


EXHIBIT A

MARKS

MARK	COUNTRY	REG. NUMBER
Red Dot Design	United States	U.S. Reg. No. 3,194,016
LOOK AT MORE STUFF	United States	U.S. Reg. No. 3,194,014
THINK ABOUT IT HARDER	United States	U.S. Reg. No. 3,194,013
PLAY. (Stylized)	United States	U.S. Reg. No. 3,193,898
PLAY	United States	U.S. Reg. No. 3,193,880