

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
DISCOVERY TOYS, INC.		01/20/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	DISCOVERY TOYS, LLC.		
Street Address:	515 N. State Street		
Internal Address:	Suite 2650		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77675326	DISCOVERY TOYS	
Serial Number:	77668993	TEACHPLAYINSPIRE	
CORRESPONDENCE DATA			
Fax Number:	(312)245-7467		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-245-7500		
Email:	gkobayashi@masudafunai.com		
Correspondent Name:	Masuda, Funai, Eifert & Mitchell, Ltd.		
Address Line 1:	203 N. LaSalle Street		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	11032-10		
NAME OF SUBMITTER:	George H. Kobayashi		

OP \$65.00 77675326

Signature:

/George H. Kobayashi/

Date:

03/12/2009

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made effective as of January 29, 2009 (the "Effective Date"), by and between **DISCOVERY TOYS, INC.**, a California corporation (the "Assignor"), and **DISCOVERY TOYS LLC.** a Delaware limited liability company (the "Assignee").

WHEREAS, the Assignor is the owner of all right, title and interest in and to the U.S. Registrations set forth on Exhibit 1 hereto (collectively, the "Trademarks"), and the goodwill associated with the Trademarks (the "Goodwill"), subject to the liens set forth on Exhibit 1 (collectively, the "Permitted Liens");

WHEREAS, the Assignee is desirous of acquiring all rights, title and interest in and to the Trademarks and Goodwill, subject to the Permitted Liens.

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

1. The Assignor hereby assigns, transfers, and conveys to the Assignee, the entire right, title, and interest in and to the Trademarks and the Goodwill, subject to the Permitted Liens, to be held and enjoyed by the Assignee, its successors, assigns and other legal representatives, as fully and completely as the same would have been held by Assignor if this assignment had not been made. Without limiting the generality of the foregoing, the Assignor hereby assigns, transfers, and conveys unto the Assignee causes of action and rights to bring suit for infringement of the Trademark.
2. The Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in intellectual property rights, including the United States Patent and Trademark Office, to record the Assignee as the assignee and owner of the Trademarks, subject to the Permitted Liens.
3. The Assignor hereby agrees to execute and deliver at a future date any additional documents that the Assignee determines may be necessary or desirable, or that may be required under federal or state law, to preserve and protect, and to perfect the Assignee's ownership of, the Trademarks and Goodwill. The Assignor hereby grants to the Assignee a Power of Attorney (which power is hereby acknowledged to be coupled with an interest and irrevocable) and appoints the Assignee to serve as its agent and Attorney-in-fact, with powers of substitution, in each case for the limited purposes of executing and delivering such documents and doing such acts in the Assignor's place and stead as the Assignor would otherwise be obligated.

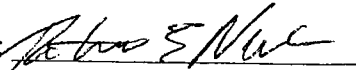
4. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to any conflict of laws provisions.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment Agreement to be executed and delivered by their respective, duly authorized officers and agents effective as of the Effective Date.

Assignor:

DISCOVERY TOYS, INC.
a California corporation

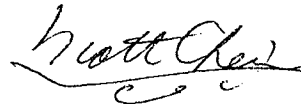
By: 

Name:

Title:

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 22 day of JANUARY, 2009, personally appeared before me RICHARD E. NEWTON, the PRESEDENT of DISCOVERY TOYS, to me personally known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the PRESEDENT of said corporation, and that he signed and delivered the same on behalf of said corporation, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.



Notary Public

ACCEPTED:

DISCOVERY TOYS LLC
a Delaware limited liability company
as Assignee

By: _____

Name:

Title:

SEE ATTACHED ACKNOWLEDGEMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ALAMEDA

On JANUARY 29, 2009 before me, SCOTT CHEIM, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

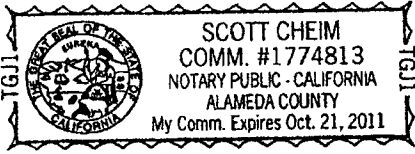
personally appeared RICHARDE. NEWTON
Name(s) of Signer(s)

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 Scott Cheim
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: _____
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: _____
Signer Is Representing: _____



Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
Signer Is Representing: _____

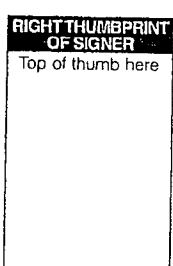


Exhibit 1
Trademarks

MARK	SERIAL NUMBER
DISCOVERY TOYS™	77/675326
TEACHPLAYINSPIRE™	77/668993

[list of trademarks and permitted liens]