

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
White Pine, L.L.C. d/b/a/ JJ Cole or JJ Cole Collections		08/04/2010	LIMITED LIABILITY COMPANY: UTAH

RECEIVING PARTY DATA

Name:	JJCC, Inc.
Street Address:	1111 West 22nd Street
Internal Address:	Suite 320
City:	Oak Brook
State/Country:	ILLINOIS
Postal Code:	60523
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3701567	BUNDLE ME
Registration Number:	3788511	BUNDLEME
Registration Number:	3064688	BABY BUNDLE
Registration Number:	2916811	JJ COLE
Registration Number:	2866479	ESSENTIAL DESIGNS FOR MODERN PARENTING
Registration Number:	2901333	FLEURVILLE
Registration Number:	3381773	FLEURVILLE
Registration Number:	2791331	FLEURVILLE
Registration Number:	3427329	GREEN-LAM
Registration Number:	3401739	
Registration Number:	2939227	
Registration Number:	3349066	RE-RUN
Registration Number:	2866478	THE MOTHERSHIP

TRADEMARK

900169286

REEL: 004259 FRAME: 0879

CH \$340.00 3701567

CORRESPONDENCE DATA

Fax Number: (414)298-8097
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4142988230
Email: asmyczek@reinhartlaw.com
Correspondent Name: Alec Smyczek
Address Line 1: 1000 N. Water St.
Address Line 2: Suite 1700
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	078170-0000
NAME OF SUBMITTER:	Alec Smyczek
Signature:	/Alec Smyczek/
Date:	08/12/2010

Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of August 4, 2010 (the "Effective Date"), from WHITE PINE, L.L.C. (d/b/a JJ Cole or JJ Cole Collections), a Utah limited liability company ("Assignor"), to JJCC, INC., a Delaware corporation ("Assignee").

RECITALS

A. Pursuant to an Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"), by and among Assignee, Racing Champions International Limited, an entity organized under the laws of the United Kingdom, Assignor and JJ Cole Europe, B.V., an entity organized under the laws of the Netherlands, Assignee has agreed to purchase certain assets of Assignor, including the Assigned Trademarks (as defined below) listed on the attached Appendix A.

B. Assignor is the owner of the Assigned Trademarks.

C. Assignor desires by execution of this Assignment to confirm the assignment of all rights, title and interest in and to the Assigned Trademarks to Assignee, and Assignee desires by execution of this Assignment to confirm the assignment of all of Assignors' rights, title, and interest in the Assigned Trademarks to Assignee.

AGREEMENT

For valuable consideration, including that recited in the Asset Purchase Agreement between Assignor and Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns the Assigned Trademarks as follows:

1. Definition of the Assigned Trademarks. The term "Assigned Trademarks" shall mean the trademark registrations listed in Appendix A, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and/or initiate any proceeding to collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademarks. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns all of Assignor's right and title to and interest in the Assigned Trademarks.

3. Further Assurances. (a) Assignor further agrees to take all reasonable and necessary steps to implement the provisions of the Assignment; and (b) Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation) as may be reasonably required in the implementation or perfection of this Assignment.

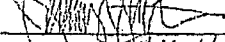
4. Governing Law. This Assignment shall be governed by the laws of the state of Delaware and the federal laws of the United States without giving effect to any rule or provision thereof which would cause the application of the law of any other state.

5. Facsimile Signature; Counterparts. This Assignment may be executed by facsimile delivery or other electronic means (i.e., PDF) of original signatures and in counterparts, each of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered to the other party.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

ASSIGNOR:

WHITE PINE, L.L.C.,
a Utah limited liability company

By: 
Print Name Gregory W. Kade
Title CEO

ASSIGNEE:

JJCC, INC.,
a Delaware corporation

By: _____
Print Name _____
Title _____

4. Governing Law. This Assignment shall be governed by the laws of the state of Delaware and the federal laws of the United States without giving effect to any rule or provision thereof which would cause the application of the law of any other state.

5. Facsimile Signature: Counterparts. This Assignment may be executed by facsimile delivery or other electronic means (i.e., PDF) of original signatures and in counterparts, each of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered to the other party.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

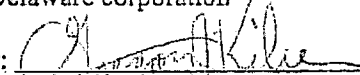
ASSIGNOR:

WHITE PINE, L.L.C.,
a Utah limited liability company

By: _____
Print Name _____
Title _____


ASSIGNEE:






JJCC, INC.,
a Delaware corporation

By:  _____
Print Name Gregory J. K. Lester
Title C.O.O.

APPENDIX A

ASSIGNED TRADEMARKS

Mark	Jurisdiction	Application No.	Reg. No.	Filing Date	Reg. Date
BUNDLE ME	Australia	779436	779436	11/26/98	05/25/99
BUNDLE ME	Canada	897692	TMA571646	11/26/98	12/04/02
BUNDLE ME	European Community	001000769	1000769	11/27/98	04/27/00
BUNDLE ME	Japan	101500-1998	4336714	11/26/98	11/19/99
BUNDLE ME	New Zealand	301853	301853	11/26/98	5/17/99
BUNDLE ME	New Zealand	301854	301854	11/26/98	5/17/99
BUNDLE ME	United Kingdom	2184049	2184049	11/27/98	10/08/99
BUNDLE ME	United States	77/711788	3701567	04/10/09	10/27/09
BUNDLE ME	United States	77/711785	3788511	04/10/09	05/11/10
BABY BUNDLE	United States	76/384813	3064688	04/12/02	03/07/06
J.J. COLE	United States	78/209233	2916811	01/30/03	01/04/05
ESSENTIAL DESIGNS FOR MODERN PARENTING *	United States	76/54487	2866479	09/02/03	07/27/04
ESSENTIAL DESIGN FOR MODERN PARENTING	Japan	2005-084903	4997118	09/09/05	10/20/06
FLEURVILLE	United States	76/544483	2901333	09/02/03	11/09/04
FLEURVILLE	Japan	2005-086925	4942875	09/15/05	04/07/06
	United States	78/699998	3381773	08/24/05	02/12/08

	Canada	1228214	TMA655768	08/25/04	12/22/05
 *	United States	78/187284	2791331	11/20/02	12/09/03
GREEN-LAM	United States	76/661618	3427329	06/15/06	05/13/08
	United States	78/699999	3401739	08/24/05	03/25/08
	Japan	2005-086926	4942876	09/15/05	04/07/06
	United States	76/544484	2939227	09/02/03	04/12/05
RE-RUN	United States	76/661621	3349066	06/15/06	12/04/07
THE MOTHERSHIP *	United States	76/544484	2866478	09/02/03	07/27/04
JJ COLE	CTM	N/A	008622251	10/16/09	N/A
FLEURVILLE	CTM	N/A	004022901	09/07/04	01/12/06
FLEURVILLE & design	CTM	N/A	004409074	06/28/05	01/29/09
FLEURVILLE (oval design)	CTM	N/A	004022927	09/07/04	12/21/05
Plumeria Design	CTM	N/A	004409025	06/28/05	04/20/07
ESSENTIAL DESIGNS FOR MODERN PARENTING	CTM	N/A	005529811	07/29/06	08/02/07
FLEURVILLE	United Kingdom	N/A	2401434	09/13/05	03/17/06
FLEURVILLE	United Kingdom	N/A	2401326	09/12/05	03/03/06

* Assignor makes no representations and warranties regarding this mark.