

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the assignment of the mark CESAR, Reg. No. 2051835 previously recorded on Reel 004131 Frame 0268. Assignor(s) hereby confirms the assignment on 12/29/2008 was erroneous and subsequent corrections did not correct the initial error..

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Disguise, Inc.	FORMERLY JPI X ACQUISITION CORP.	02/03/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Cesar SA
<b>Street Address:</b>	19 rue des Bretons
<b>Internal Address:</b>	93200 La Plaine Saint Denis
<b>City:</b>	Paris
<b>State/Country:</b>	FRANCE
<b>Entity Type:</b>	CORPORATION: FRANCE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2051835	CESAR

**CORRESPONDENCE DATA**

Fax Number: (212)888-7776  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 888-8200  
 Email: lmiller@fedkas.com  
 Correspondent Name: Larry Miller  
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**ATTORNEY DOCKET NUMBER:** JAKKS CESAR CORR ASSMT MS

**DOMESTIC REPRESENTATIVE**

CH \$40.00 2051835

Name: Dorsey & Whitney LLP  
Address Line 1: Suite 1500, 50 South Sixth Street  
Address Line 2: Attn: Jamie N. Nafziger  
Address Line 4: Minneapolis, MINNESOTA 55402-1498

NAME OF SUBMITTER:	Larry Miller
Signature:	/larry miller/
Date:	08/19/2010

Total Attachments: 2  
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CORRECTIVE TRADEMARK ASSIGNMENT

WHEREAS, Disguise, Inc. a Delaware corporation (hereinafter referred to as the "Assignor") was purportedly assigned ownership of the entire rights, title and interest in and to the trademark CESAR, U.S. Trademark Reg. No. 2,051,835 ("the CESAR mark") pursuant to an agreement in which the CESAR mark was an excluded asset and not part of the acquired assets, and thus could not be assigned to Disguise, Inc.; and

WHEREAS, César S.A., a French corporation, 19 rue des Bretons, 93200 La Plaine Saint Denis, Paris, France (hereinafter referred to as the "Assignee"), is desirous of correcting said purported assignment and correcting the record of ownership with the United States Patent and Trademark Office to indicate that it owns the entire rights, title and interest in and to the CESAR mark.

NOW, THEREFORE, the Assignor declares as follows:

The prior assignment is a nullity, as the CESAR mark was erroneously included in the schedule of assigned marks, despite the fact that it was an excluded asset.

In light of the fact that there was a recordation of the erroneous assignment, Assignor hereby perpetually and exclusively sells, assigns, transfers conveys and restores to the Assignee, in consideration of the sum of one dollar (\$1), and the fact that the CESAR mark was erroneously included in the schedule of marks assigned to Disguise, Inc. on or about December 29, 2008, and in consideration of other good and valuable consideration, the receipt of which is hereby acknowledged, the entire right, title and interest in and to the CESAR mark, together with the goodwill of the business connected with the use and as symbolized by the CESAR mark, along with all common law and statutory rights related thereto, all rights of renewal and extension effective as of the 3<sup>rd</sup> day of February, 2010.

The Assignor further assigns to the Assignee the right to sue for past infringement and to recover and retain all damages and profits arising in connection with the CESAR mark.

The Assignor undertakes to, upon the request of the Assignee, execute all papers, make all rightful oaths, testify on behalf of the Assignee, and do all other acts necessary to carry out the intent of this Agreement, as well as to provide such other material, information and/or assistance as the Assignee may consider necessary.

The Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.


This Agreement shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with or under their direction and all those in privity therewith.

*[signature page follows]*


Handwritten signature and initials in the bottom right corner of the page.

IN WITNESS WHEREOF, the parties have caused this Corrective Trademark Assignment Agreement to be duly executed and signed by their duly authorized officers effective as of February 3, 2010.

Disguise, Inc.

By:   
Name: Michael Dyer  
Title: SVP, Legal

Césur S.A.

By:   
Name: Benoît Corvel  
Title: CEO