

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	04/01/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PA Distribution, Inc.		05/09/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	JAKKS Pacific, Inc.
Street Address:	22619 Pacific Coast Highway
City:	Malibu
State/Country:	CALIFORNIA
Postal Code:	90265
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3115341	MAGIC GLOW
Registration Number:	3037668	CURLY Q'S
Registration Number:	2924065	CURLY Q
Registration Number:	2449878	PLAY ALONG

**CORRESPONDENCE DATA**

Fax Number: (347)226-5470  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2128888200  
 Email: lmiller@fedkas.com  
 Correspondent Name: Larry Miller  
 Address Line 1: 845 Third Ave., 11th Floor  
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: PA ASSIGNMNT TO JAKKS

**900191369**

**TRADEMARK  
 REEL: 004537 FRAME: 0506**

**CH \$115.00 3115341**

NAME OF SUBMITTER:	Larry Miller
Signature:	/larry miller/
Date:	05/09/2011
<b>Total Attachments: 3</b> source=playalongassignment0464_001#page1.tif source=playalongassignment0464_001#page2.tif source=playalongassignment0464_001#page3.tif	

## TRADEMARK ASSIGNMENT

**WHEREAS, PA Distribution, Inc.**, a Delaware corporation, with an address of c/o JAKKS Pacific, Inc., 22619 Pacific Coast Highway, Malibu, CA 90265 (hereinafter "Assignor"), is the owner of the entire rights, title and interest in and to the Trademarks listed on Schedule "A" attached hereto and the registrations and applications for registration of the Trademarks on Schedule "A" (collectively the "**Trademarks**").

**WHEREAS, JAKKS Pacific, Inc.**, 22619 Pacific Coast Highway, Malibu, CA 90265 (hereinafter "Assignee"), is desirous of desirous of acquiring the entire rights, title and interest in and to the Trademarks.

**NOW, THEREFORE**, the Assignor declares as follows:

The Assignor hereby perpetually and exclusively sells, assigns, transfers and conveys to the Assignee, in consideration of the sum of one dollar (\$1) and other good and valuable consideration, the receipt of which is hereby acknowledged, the entire rights, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use and as symbolized by the Trademarks, along with all common law and statutory rights related thereto, all rights of renewal and extension effective as of April 1, 2007.

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 such Trademarks.

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]*

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed and signed by their duly authorized officers on this 9<sup>th</sup> day of May 1, 2011.

ASSIGNOR: PA Distribution, Inc.
By: <u>Michael Dwyer</u>
Name: <u>Michael G. Dwyer</u> <u>SVP - Legal.</u>
Title: _____
Date: May <u>9</u> , 2011

**Schedule "A"**

**TRADEMARKS**

<b>Mark</b>	<b>Ser. Number</b>	<b>Registration Number</b>
MAGIC GLOW	78585122	3115341
CURLY Q'S	78416709	3037668
CURLY Q	78122325	2924065
PLAY ALONG	75685184	2449878