

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FunFactory USA, Inc.		01/26/2011	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Fun Factory GmbH
<b>Street Address:</b>	Am Hohentorshafen 17-19
<b>City:</b>	Bremen
<b>State/Country:</b>	GERMANY
<b>Postal Code:</b>	28197
<b>Entity Type:</b>	CORPORATION: GERMANY

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	3720927	FUN FACTORY
Registration Number:	3200879	FUN FACTORY
Registration Number:	3196106	FUN FACTORY
Registration Number:	3196081	FUN FACTORY
Registration Number:	3116960	LOVE YOURSELF!
Registration Number:	3148105	LOVE YOURSELF!
Registration Number:	3056695	TOYFLUID
Registration Number:	3082730	BODYFLUID
Registration Number:	3138259	SMARTBALLS
Serial Number:	77605691	
Serial Number:	77605690	
Registration Number:	3168431	LAYASPOT

**CORRESPONDENCE DATA**

900194836

**TRADEMARK**  
 REEL: 004565 FRAME: 0173

CH \$315.00 3720927

Fax Number: (415)882-8220  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (415) 882-8200  
Email: SFDocket@kigates.com  
Correspondent Name: Kathryn M. Wheble, K&L Gates LLP  
Address Line 1: Four Embarcadero Center, Suite 1200  
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	14011545.00007
-------------------------	----------------

**DOMESTIC REPRESENTATIVE**

Name: Kathryn M. Wheble, K&L Gates LLP  
Address Line 1: Four Embarcadero Center, Suite 1200  
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Kathryn M. Wheble
--------------------	-------------------

Signature:	/kmw/
------------	-------

Date:	06/16/2011
-------	------------

**Total Attachments: 3**  
source=Final Assignment No. 1 between USA and GmbH#page1.tif  
source=Final Assignment No. 1 between USA and GmbH#page2.tif  
source=Final Assignment No. 1 between USA and GmbH#page3.tif

**Transfer contract**

Between

FunFactory USA, Inc., 3611 W Pacific Ave, Burbank, CA 91505 USA, represented by the CEO Torsten Bieker,  
- hereinafter referred to as the "Seller" –

and

*Am Hahnenhorstshafen 17-19,*  
Fun Factory GmbH, Auf dem Dreieck 2-4, 28197 Bremen, Germany, represented by the Managing Director Dirk Bauer,  
- hereinafter referred to as the "Purchaser" –

**1. Registered trademarks**

The Seller is the owner of the following trademarks registered in the USA (hereinafter referred to as the "Contract Trademarks"):

FUN FACTORY, Wordmark, Serial Number 77605688, Registration Number 3720927

FUN FACTORY, Wordmark/ figurative mark, Serial Number 78696861, Registration Number 3200879

FUN FACTORY, Wordmark/ figurative mark, Serial Number 78696853, Registration Number 3196106

FUN FACTORY, Wordmark/ figurative mark, Serial Number 78691955, Registration Number 3196081

LOVE YOURSELF! Wordmark, Serial Number 78675776, Registration Number 3116960

LOVE YOURSELF! Wordmark, Serial Number 78675737, Registration Number 3148105

LOVE YOURSELF! Wordmark, Serial Number 78590886, Registration Number 3138259

TOYFLUID, Wordmark, Serial Number 78623902, Registration Number 3056695

BODYFLUID, Wordmark, Serial Number 78623891, Registration Number 3082730

SMARTBALLS, Wordmark, Serial Number 78590886, Registration Number 3138259



, Figurative mark, Serial Number 77605691



, Figurative mark, Serial Number 77605690

LAYASPOT, Wordmark, Serial Number 78774570, Registration Number 3168431

**2. Transfer and transfer of ownership of the trademarks**

1. The Seller hereby assigns the rights to the Contract Trademarks to the Purchaser and the Purchaser hereby accepts the transfer of the Contract Trademarks.
2. The Seller shall carry out the transfer of ownership of the Contract Trademarks at the USPTO without delay. The Seller shall make payment in advance with respect to the transfer of ownership fees due.
3. The Seller shall hand over all documents in its possession that relate to the Contract Trademarks to the Purchaser without delay after signature of the contract. These

documents include in particular all correspondence with the USPTO including trademark registration, correspondence with other mark owners and any third parties with respect to the legal status of the Contract Trademarks as well as the registration certificates.

### **3. Information about use**

At the demand of the Purchaser the Seller is obliged to verify the type and extent of use of the trademarks in a suitable form and to make corresponding evidence available to the Purchaser.

### **4. Guarantees and warranties**

1. The Seller guarantees that it is the owner of the Contract Trademarks.
2. The Seller guarantees that the register status of the Contract Trademarks in Section 1 of this contract has been correctly reproduced.
3. The Seller is not aware of any objections or applications for cancellation against the Contract Trademarks.
4. The Seller is not aware of any sub judice claims of third parties or any claims enforced through extra judicial warning against the use of the Contract Trademarks. The Seller is also not aware of any claims of third parties to delete the Contract Trademarks.
5. The Seller has not granted any licensing or security rights (e.g. liens or collateral assignment) to the Contract Trademarks.

### **5. Costs**

1. The costs and fees for the transfer of ownership of the Contract Trademarks shall be borne by the Purchaser. The Seller shall issue a separate invoice for the fees due for the transfer of ownership of the Contract Trademarks.
2. The costs incurred in connection with the conclusion of this agreement shall be borne by each party themselves.

### **6. Applicable law**

1. This contract is subject to German law.
2. The parties are obliged to make the declarations that are to be carried out in accordance with the national regulations of the USA for the transfer of the Contract Trademarks and to comply with the national regulations of the USA.


### **7. Agreement on court of jurisdiction, severability clause**

1. The court of jurisdiction for all disputes arising from or in connection with this agreement is Bremen, Germany.
2. The parties are aware of the risk that individual or several provisions of this contract could prove to be ineffective or void contrary to the current ideas of the parties. In this

case the parties also want to exclude any doubt about the effectiveness of this contract. Should one or several provisions of this contract including this regulation be or become ineffective or void in full or in part or should the contract contain a regulation omission, in deviation from § 139 BGB (German Civil Code) the contract should not only remain effective in case of doubt but in any case. In place of the ineffective or missing provisions the contracting parties are obliged to replace such provisions with those that come as close as possible to the desired financial result.

Los Angeles, January 26, 2011

  
\_\_\_\_\_  
FunFactory USA, Inc.

  
\_\_\_\_\_  
Fun Factory GmbH