

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WM K. Walthers, Inc.		01/29/2010	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	SIMM Marketing HK Ltd.		
Street Address:	1 Science Museum Road		
Internal Address:	Unit 511, Concordia Plaza, North Tower		
City:	Tsim Sha Tsui, Kowloon		
State/Country:	HONG KONG		
Entity Type:	CORPORATION: HONG KONG		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3784611	DARDA	
Registration Number:	1581719	DARDA	
CORRESPONDENCE DATA			
Fax Number:	(703)312-6600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-312-6600		
Email:	aschiavelli@antonelli.com		
Correspondent Name:	Alan E. Schiavelli		
Address Line 1:	1300 N. 17th Street		
Address Line 4:	Arlington, VIRGINIA 22209		
ATTORNEY DOCKET NUMBER:	321.2952T00		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

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Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Alan E. Schiavelli

Signature:

/Alan E. Schiavelli/

Date:

08/16/2011

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is dated as of January 29, 2010, between WM. K. WALTHERS, INC., a Wisconsin corporation ("Assignor"), and SIMM MARKETING HK, LTD., a Hong Kong corporation ("Assignee").

RECITALS

A. Pursuant to an Asset Purchase Agreement dated as of January 29, 2010 among Assignor, Assignee and Arupa Spielwaren & Freizeitartikel GmbH (the "Purchase Agreement"), Assignor is assigning and delivering to Assignee all of Assignor's right, title and interest in the Simm Assets, including the Assigned Trademarks (herein referred to as the "Assigned Trademarks" and further defined below) listed on the attached Appendix A.

B. Assignor desires by execution of this Assignment Agreement to grant an assignment of all of its rights, title, and interest in and to the Assigned Trademarks to Assignee, and Assignee desires by execution of this Assignment Agreement to accept such assignment.

AGREEMENT

In consideration of the Recitals and the mutual agreements which follow, the parties agree as follows:

1. The term "Assigned Trademarks" shall mean those trademark registrations and unregistered common law marks listed in Appendix A, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; and (c) all renewals thereof.
2. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Assigned Trademarks.
3. This Assignment shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflicts of law principles that would require the application of any other law.
4. Notwithstanding anything to the contrary contained herein, the provisions of this Assignment are subject, in all respects, to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants and agreements contained therein. All capitalized terms used herein shall have the same meaning as in the Purchase Agreement, unless otherwise defined in this Assignment.
5. This Assignment may be executed in any number of counterparts and any parties hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties have duly executed this Trademark Assignment on the date first written.

Assignor: Wm. K. Walthers, Inc.

By: J. Philip Walthers
J. Philip Walthers, President

Assignee: SIMM Marketing HK, Ltd.

By: Joachim Sohn
Joachim Sohn, President

APPENDIX ATRADEMARK LIST

Country	Trademark Name	App. #	App. Date	Reg. #	Reg. Date
Canada	DARDA	1116604	9/25/01	TMA582507	5/27/03
US	DARDA	73802347	5/24/89	1581719	2/6/90
US	DARDA	77835164	9/25/09	Pending	Approved for Publication 1/14/2010

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