

Re: 8/25/11

## TRADEMARK ASSIGNMENT

08/29/2011

Electronic Version v1.1  
Stylesheet Version v1.103/09/2011  
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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
Jada Toys, Inc.		11/06/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	DUB Publishing, Inc.		
Street Address:	16815 Johnson Drive		
City:	City of Industry		
State/Country:	CALIFORNIA		
Postal Code:	91745		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2858621	DUB SHOP	
Registration Number:	2774208	DUB	
Serial Number:	76602218	DUB SHOP	
Serial Number:	76597344	DUB	
CORRESPONDENCE DATA			
Fax Number:	(626)336-2282		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	sean@dubmagazine.com		
Correspondent Name:	Sean M Dowd		
Address Line 1:	16815 Johnson Drive		
Address Line 4:	City of Industry, CALIFORNIA 91745		
NAME OF SUBMITTER:	Sean M Dowd		
Signature:	/Sean M Dowd/		
Date:	03/09/2011		

OP \$115.00 2858621

Total Attachments: 5

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SCHEDULE 1

TRADEMARKS OF THE U.S. PATENT AND TRADEMARK OFFICE	
DUB SHOP	U.S. Reg. No. 2,858,621
DUB	U.S. Reg. No. 2,774,208
DUB SHOP	U.S. Ser. No. 76/602,218
DUB	U.S. Ser. No. 76/597,344

## EXHIBIT B-1

### TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement ("Trademark Assignment") is entered into as of \_\_\_\_\_, 2009 (the "Effective Date"), between Jada Toys, Inc., a corporation organized and existing under the laws of the State of California ("Assignor"), and DUB Publishing, Inc., a corporation organized and existing under the laws of the State of California ("Assignee").

**WHEREAS**, Assignor owns certain trademarks and service marks, for which Assignor is the owner and owner of record of all right, title and interest in and to the registrations and applications for same, as identified more specifically on Schedule 1;

**WHEREAS**, this Trademark Assignment is being entered into pursuant to Section III.A of that certain Settlement and Assignment Agreement dated in or about August 2009 by and among Assignor, Assignee and TIS Industries, LLC (the "Settlement Agreement");

**WHEREAS**, Assignor acknowledges the receipt and sufficiency of Assignee's payment to Assignor pursuant to Section II.A of the Settlement Agreement, thereby triggering the assignment set forth in Section III.A of same; and

**WHEREAS**, Assignee desires to acquire, and Assignor is willing and required to assign to Assignee, all rights, title and interest in the Transferred Marks (as defined below).

**FOR GOOD AND VALUABLE CONSIDERATION** set forth in the Settlement Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree:

1. As of the Effective Date, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all right, title, and interest in, to and under the marks set forth in Schedule 1, including any and all goodwill associated therewith, all registrations therefor, all common law rights therein, any and all trademark and/or service mark rights related thereto and all other rights associated with the portion of the ongoing and existing business to which these marks pertain; and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the marks (the "Transferred Marks").

2. Assignor hereby agrees to, at the expense of Assignee, execute, acknowledge and deliver any and all documents and to take such other and further actions as Assignee, in its reasonable discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Transferred Marks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Transferred Marks pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Transferred Marks.

3. Assignor hereby authorizes and requests the U.S. Patents and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the owner of the Transferred Marks.

4. In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the Settlement Agreement, the terms of the Settlement Agreement will

prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Settlement Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed as of the Effective Date.

**JADA TOYS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

STATE OF CALIFORNIA           )  
  ) SS.  
COUNTY OF                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he or she signed the foregoing Trademark Assignment as his or her voluntary act and deed on behalf and with full authority of **JADA TOYS, INC.**

WITNESS my hand and official seal.  
Signature \_\_\_\_\_ (Seal)      My commission expires \_\_\_\_\_

**DUB PUBLISHING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

STATE OF CALIFORNIA           )  
  ) SS.  
COUNTY OF                    )

On this 21 day of August, 2009 there appeared before me Myles Kowac, personally known to me, who acknowledged that he or she signed the foregoing Trademark Assignment as his or her voluntary act and deed on behalf and with full authority of **DUB PUBLISHING, INC.**

WITNESS my hand and official seal.  
Signature [Signature] (Seal)      My commission expires \_\_\_\_\_

*See attached loan certificate  
Aug 21<sup>st</sup> 2009*

prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Settlement Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed as of the Effective Date.

**JADA TOYS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

SS.

On this 6th day of November, 2009 there appeared before me  
\* MAYUWAH LI, personally known to me, who acknowledged that he or she signed the foregoing  
Trademark Assignment as his or her voluntary act and deed on behalf and with full authority of  
**JADA TOYS, INC.**

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

My commission expires \_\_\_\_\_

June 28, 2013

**DUB PUBLISHING, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ there appeared before me  
\_\_\_\_\_, personally known to me, who acknowledged that he or she signed the foregoing  
Trademark Assignment as his or her voluntary act and deed on behalf and with full authority of  
**DUB PUBLISHING, INC.**

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

My commission expires \_\_\_\_\_