

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
Vast Resources, Inc.		07/02/2012	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	WSM Investment LLC
Street Address:	9401 De Soto Avenue
City:	Chatsworth
State/Country:	CALIFORNIA
Postal Code:	91313
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 45**

Property Type	Number	Word Mark
Registration Number:	3681544	69
Registration Number:	3406442	6 9
Registration Number:	2711718	BASIC SOLUTIONS
Registration Number:	2625885	BASIC SOLUTIONS
Registration Number:	3159685	BOTTOM'S UP
Registration Number:	2968111	BOTTOMS UP
Registration Number:	2580611	CLIMAX
Registration Number:	3227416	CLIMAX
Registration Number:	3577915	CLIMAX
Registration Number:	2556103	CYBER CHIC
Registration Number:	2500549	CYBER SEX BUDDY
Registration Number:	3128006	CYBERSILICONE
Registration Number:	2571535	DIAL-A-PLEASURE
Registration Number:	2970913	EXTEND

OP \$1140.00 3681544

Registration Number:	3202176	FLICKER
Registration Number:	3173537	GRRL TOYZ
Registration Number:	2585431	HOT STUFF
Registration Number:	2589959	HOT STUFF
Registration Number:	2826481	ISOFOAM
Registration Number:	2833166	ISOFOAM
Registration Number:	2515456	JEL-LEE
Registration Number:	2548501	LIQUID SEX
Registration Number:	2526168	LOVE BULLET
Registration Number:	2925453	LOVE MACHINE
Registration Number:	2512854	LOVE SWING
Registration Number:	3530882	LURE
Registration Number:	3737652	LURE
Registration Number:	2819548	MICRO MINI
Registration Number:	3323363	MY FIRST
Registration Number:	2820447	MY FIRST VIBE
Registration Number:	2526169	PLEASURE SKIN
Registration Number:	3524880	P-SPOT
Registration Number:	3120100	ROCK-IT
Registration Number:	2655176	SEX
Registration Number:	2943808	SEX TARTS
Registration Number:	2500550	SLIMLINE G
Registration Number:	2541799	SMOOTH MOVES
Registration Number:	2441911	T.L.C.
Registration Number:	2669158	T.L.C.
Registration Number:	2628320	TOPCO SALES
Registration Number:	3827537	VIDA
Registration Number:	3065654	VIRTUAL SEX STROKER
Registration Number:	2565375	VIRTUAL TOUCH
Registration Number:	2417179	WILDFIRE
Registration Number:	3441930	X-RATED

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**TRADEMARK**  
**REEL: 004862 FRAME: 0227**

Email: wzhou@anovalaw.com  
Correspondent Name: Wenye Tan  
Address Line 1: 21351 Gentry Drive, Suite 150  
Address Line 4: Sterling, VIRGINIA 20166

NAME OF SUBMITTER:	Weiguo Zhou
Signature:	/Weiguo Zhou/
Date:	09/16/2012

**Total Attachments: 21**

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## GENERAL ASSIGNMENT

THIS ASSIGNMENT, made this 2<sup>ND</sup> day of JULY, 2012, by and between **Vast Resources, Inc.**, a California corporation, doing business as Topco Sales and as Basic Solutions (the "Assignor") and **Insolvency Services Group, Inc.**, a California corporation (the "Assignee"), with reference to the following:

### Recitals

- A. Assignor has its principal place of business at 9401 De Soto Avenue, Chatsworth, CA 91311 and its federal tax identification number is 95-4584564;
- B. Assignor is indebted to diverse creditors and is desirous of providing for payment of those creditors by making a general assignment of all of Assignor's assets for that purpose;
- C. Assignee has its principal place of business in Los Angeles County, California.

### Agreement

NOW, THEREFORE, Assignor, for valuable consideration, receipt of which is hereby acknowledged, does hereby make the following general assignment for the benefit of Assignor's creditors (the "Assignment") to Assignee under the following terms and conditions, all of which terms and conditions are agreed to by the Assignor and Assignee:

1. Assignment of Assets. Assignor does hereby grant, assign, bargain, sell and transfer to Assignee, its successors and assigns, in trust, for the benefit of all the Assignor's creditors generally, all of the property and assets of Assignor of every kind and nature whatsoever situated, whether in possession, reversion, remainder, or expectancy, both real and personal, and any interest or equity therein not exempt from the enforcement of a money judgment, including, without limitation, all inventory, merchandise, goods, furniture, fixtures, machinery, equipment, raw materials, work in process, accounts, general intangibles, intellectual property, deposits, books, records, fixtures, cash in hand, bank accounts, tax refunds, all choses in action, insurance policies and refunds and all other property of every kind and nature owned by Assignor, or in which Assignor has an interest, including all of the assets pertaining to that certain business involving contract manufacturing of personal care products and adult novelty toys (the "Assignment Estate").

1.1 Lease Exclusion. Leases and leasehold interests in real property are not included in this Assignment.

1.2 Employee Benefit Plan Exclusion. Employee benefit plans (which includes any related employee trust fund), including without limitation, any ERISA-qualified plan or other similar employee plan, are not included in this Assignment. Assignee shall not be or deemed to be an administrator under any such employee benefit plan nor shall the Assignee have any role or responsibility for the termination of any such employee benefit plan of Assignor and/or its employees.

2. Real Property Grant Deed. This Assignment constitutes a grant deed to all real property owned by Assignor (except for real property leases and leasehold interests which are expressly excepted from this Assignment as provided in Section 1.1 above), whether or not the Assignor's real property is specifically described in this Assignment. Certain of Assignor's real property (excluding leases and leasehold interests) is more specifically described in Exhibit "A," which is attached hereto and incorporated by reference. (Exhibit "A" attached hereto Yes \_\_\_ No X).

3. Delivery Of Documents, Endorsements And Mail Delivery. Assignor agrees to deliver to Assignee all books of account and records, to execute and deliver all additional necessary documents immediately upon request by Assignee, and to endorse all indicia of ownership where required by Assignee, in order to complete the transfer of all assets to Assignee as intended by this Assignment, including, but not limited to, all of Assignor's real and personal property and/or Assignor's interest therein, including, mortgages, deeds of trust, motor vehicles, trademarks, copyrights and patent rights. Neither Assignor, nor its agents, shall execute any documents on behalf of the Assignor without prior written approval of Assignee. Assignee is hereby authorized to execute all endorsements and demands requiring Assignor's signature, in the name of Assignor, including endorsements on checks, bank accounts, deposit accounts, and stock certificates, payable to, or standing in the name of Assignor. Assignor further authorizes Assignee to apply for any deposits, refunds (including specifically, among others, claims for refund of taxes paid or unearned insurance premiums) or claims wherever necessary, in the name of Assignor. Assignee is authorized to direct all Assignor's mail to be delivered to Assignee; and Assignee is expressly authorized and directed to open said mail as agent of Assignor, and to do any thing or act which Assignee in his sole and arbitrary discretion deems necessary or advisable to effectuate the purposes of this Assignment.

4. Nature Of Assignment. This instrument transfers legal title and possession of all of Assignor's assets. This Assignment constitutes a transfer of only those assets that can be transferred legally; and does not constitute a transfer of property that it is illegal to transfer. Assignee in its own discretion, may determine whether to continue all or a part of the business operations, or to liquidate Assignor's assets.

5. Disposition Of Assets. Assignee, in its discretion, may sell and dispose of Assignor's assets upon such terms and conditions, as it may see fit, at public or private sale, or otherwise. Assignee shall not be personally liable in any manner in connection with the performance of its duties and obligations hereunder. Assignee's obligations hereunder shall be in a representative capacity only as an Assignee for the general benefit of Assignor's creditors. Assignee shall administer this estate to the best of its ability, but it is expressly understood that Assignee, and its agents, servants or employees, shall be liable only for reasonable care and diligence in the administration of the Assignment Estate; and Assignee shall not be liable for any act or thing done by Assignee, its agents, servants, or employees in good faith in connection herewith. Assignee is not liable or responsible for any obligations of any nature whatsoever incurred at any time by Assignor, whether before or after the date of this Assignment.

6. Compensation Of Assignee. From the proceeds of sales, collections, operations or other sources, Assignee shall pay itself and retain all of its charges and expenses, together with its own reasonable remuneration and fee. The remuneration and fee shall be equal to Forty-

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Five thousand dollars (\$45,000) plus 8% (eight percent) of the gross proceeds from: (a) any avoidance power claim whether or not litigation is commenced (including without limitation, preferences pursuant to Cal. Code Civ. Proc. §1800 and fraudulent conveyances pursuant to Cal. Civ. Proc. § 3439 et. seq.); and (b) any contract (including collection actions) or other claim for which litigation or arbitration is commenced. For the purpose of determining the Assignee's remuneration and fees, "gross proceeds" are defined as all proceeds realized from recovery on litigated claims. Assignee may also pay from the proceeds resulting from the sale, collection of litigated claims, disposition or other liquidation of Assignor's assets, reasonable remuneration to its agents and its attorneys; and may pay a reasonable fee to Assignor's attorneys for services related to the Assignment. Assignee may also pay from the proceeds resulting from the sale, disposition or other liquidation of Assignor's assets, the costs and expenses incurred by any creditor who may have levied an attachment or other involuntary lien on any assets of the Assignor. All of the aforementioned amounts are to be determined at Assignee's sole discretion and judgment.

7. Powers And Duties Of Assignee. Assignee may compromise claims, complete or reject Assignor's executory contracts, discharge, at its option, any liens on the assets covered by this Assignment and any indebtedness that, under law, is entitled to priority of payment. Assignee shall have the power to open bank accounts in the name of Assignee or its nominees and deposit assigned assets or proceeds thereof in such bank accounts and draw checks thereon, borrow money, hypothecate and pledge the assets, and to do all matters and things that Assignor could have done prior to this Assignment. Assignee shall have the power to employ attorneys, accountants and any other additional personnel to whatever extent may be necessary to administer the Assignment Estate and to assist in the preparation and filing of any and all state, county, local or Federal tax returns as required. Any act or thing done by Assignee hereunder shall bind the Assignment Estate and Assignee only in his capacity as Assignee for the benefit of creditors. Assignee shall have the right to sue as the successor of the Assignor or Assignee is hereby given the right and power to institute and prosecute legal proceedings in the name of Assignor, the same as if the Assignor itself had instituted and prosecuted such proceedings or actions. Assignee is hereby authorized and has the right to defend all actions instituted against the Assignor and to appear on behalf of the Assignor in all proceedings (legal or otherwise) in which Assignor is a party. Assignor does hereby appoint Assignee as Assignor's attorney-in-fact, with full power to act for and in the place of Assignor in such actions or proceedings or in any other matters, including the right to verify, on behalf of Assignor, and with respect to all documents of any nature whatsoever, including all pleadings which are part of any legal proceedings. Assignor does hereby grant to Assignee the right to act for, and in the place of, Assignor in any type of proceeding under title 11 of the United States Code, Sections 101 et. seq. (the "Bankruptcy Code"), including the right to defend any petitions or actions filed against Assignor under the Bankruptcy Code.

8. Assignor's Duties As To Non Assignable Tax Or Other Refund Claims: Assignor agrees, to the extent that any tax or other refund claim is not assignable, to make any and all claims for refund of taxes or any other money due, from any governmental agency, for tax refunds, or otherwise, and to forthwith upon receipt of any such refunds, pay them over to Assignee, and hereby empowers Assignee, as attorney-in-fact of Assignor, to make all claims for refunds which may be made by an attorney-in-fact.

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9. Distribution To Creditors. Except as otherwise required by applicable law, Assignee shall apply the net proceeds arising from or related to the liquidation of the Assignment Estate, in the following priority as to amounts only and not time of distributions as follows:

- A First, to deduct all sums which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under law is entitled to priority of payment and to reimburse Assignee as to all costs advanced by the Assignee or any third party for the preservation of the Assignment Estate's assets, including the maintenance and insurance of said assets and, the expenses of any operation.
- B Second, all reasonable costs and expenses incidental to the administration of the Assignment Estate, including the payment of the remuneration and fee to the Assignee as set forth above and the payment of attorneys for the Assignee, accountants to the Assignee, attorneys to the Assignor for services related to the making and administration of the general assignment and any other professionals the Assignee deems necessary to properly administer the Assignment Estate.
- C Third, all Federal taxes of any nature whatsoever owing as of the date of this Assignment, or such claim of any Federal governmental agency as defined under 31 U.S.C. §3713, including but not limited to, Federal withholding taxes, Federal unemployment taxes and any other Federal income, excise, property and employment taxes.
- D Fourth, all monies due employees of the Assignor entitled to priority as defined under California Code of Civil Procedure §1204 and §1204.5 up to the statutory maximum.
- E Fifth, all state, county and municipality taxes of any nature whatsoever owing as of the date of this Assignment, including but not limited to employment, property and income taxes.
- F Sixth, with the exception of those classes set forth above, all distributions to other creditors shall be, within each class, pro rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. The Assignee may, but is not required to, make interim distributions whenever the Assignee has accumulated sufficient funds to enable it to make a reasonable distribution.
- G Seventh, any monies unclaimed by creditors 90 days after the final distribution to unsecured creditors, if any, or the termination of the administration of the Assignment Estate by the Assignee, shall be re-distributed, pro rata, to all known unsecured creditors, being those creditors who cashed their respective dividend checks from the Assignment Estate, provided any such distribution exceeds One Thousand Dollars (\$1,000.00).

*JBW*  
*[Signature]*

H Eighth, if any undistributed dividends to creditors, or any reserve of other funds, shall remain unclaimed for a period of one year after issuance of dividend checks by Assignee, or the termination of the administration of the Assignment Estate by the Assignee, then the same shall become the property of the Assignee and shall be used to supplement the Assignee's fees for services administering this Assignment.

10. Right To Withhold Payment Of Contested Claims. In the event that the Assignee contests the validity of a Claim,<sup>1</sup> falling within any of the classifications set forth in paragraph 10 above, the Assignee may withhold the pro rata distribution (whether interim or final) to which the holder of such contested Claim would otherwise be entitled to receive until the allowance of the contested claim is determined by a Court of competent jurisdiction or by agreement with the Assignee.

11. Definition Of Transaction. It is agreed and understood that this transaction is a general assignment for the benefit of all of Assignor's creditors; and that this is a "general assignment for the benefit of creditors," as set forth in, and defined in the *California Code of Civil Procedure, Section 493.010*, and all other laws of the State of California pertaining thereto. This general assignment for the benefit of creditors (1) does constitute an assignment to the Assignee of all assets of Assignor which are transferable and not exempt from enforcement of a money judgment; (2) is an assignment for the benefit of all of the creditors of the Assignor, and (3) does not create a preference of one creditor or class of creditors over any other creditor or class of creditors.

12. Entire Agreement. This Assignment supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and thereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof and thereof.

13. Headings. The headings used in this Assignment have been inserted for convenience of reference only and do not define or limit the provisions hereof.

14. Invalid Provisions. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

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<sup>1</sup> The term "Claim" for the purposes of this agreement shall mean a right to payment as defined in Section 101(5) of Title 11 of the United States Code and the federal case law construing that statute.

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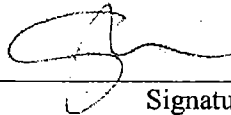


15. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of California applicable to a contract executed and performed in such State, without giving effect to the conflicts of laws principles thereof.


16. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

ACCEPTED BY ASSIGNEE <sup>AT</sup> <sub>ON</sub> 4:00 PM ON JULY 2, 2012 *JBW*  
"Assignor"

Vast Resources, Inc., a California corporation,  
doing business as Topco Sales and as Basic  
Solutions

By:   
Signature

Scott Tubber / CEO  
Print Name/ Title

*JBW*  


“Assignee”

INSOLVENCY SERVICES GROUP, INC.,  
a California corporation

By: 

Joel B. Weinberg, President

## AMENDMENT TO TRADEMARK ASSIGNMENT

WHEREAS, this Amendment to Trademark Assignment ("Assignment") is made and entered into by and between Insolvency Services Group, Inc., a California corporation, with its address at 9107 Wilshire Blvd., Ste 800, Beverly Hills, CA 90210 (the "Seller"), acting solely in its capacity as the Assignee for the Benefit of the Creditors of Vast Resources, Inc., a California corporation (the "Assignor"), pursuant to that General Assignment entered into by and between Seller and Assignor, and WSM Investment LLC, a Delaware limited liability company (the "Buyer").

WHEREAS, Seller and Buyer executed a certain Trademark Assignment on or about July 2, 2012 that omitted certain marks that Seller intended to assign and convey to Buyer; and

WHEREAS, Seller intends hereby to assign and convey all right, title and interest assigned and conveyed to Seller by Assignor in and to certain trademarks, service marks and/or trade names, as identified in Schedule D attached hereto and incorporated herein by reference (collectively, the "Assigned Marks"); and

WHEREAS, Buyer desires to accept, receive and acquire from Seller all right, title and interest assigned and conveyed to Seller by Assignor in and to the Assigned Marks; and

WHEREAS, Seller and Buyer have executed a certain Asset Purchase Agreement, with an effective date of July 2, 2012 ("APA"), which provides for this Assignment of the Assigned Marks; and

WHEREAS, it is desired that the assignment of the Assigned Marks, and registrations thereof and applications therefore, be made of record in the United States Patent and Trademark Office, and any other appropriate Patent and Trademark Office.

NOW, THEREFORE, pursuant to said APA, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller makes the following assignment and the parties hereto agree as follows:

1. Assignment. Seller hereby sells, assigns, transfers and sets over to Buyer the entire right, title and interest in and to the Assigned Marks assigned and conveyed to Seller by Assignor in and to (i) the Assigned Marks, together with the goodwill of the business associated with the Assigned Marks (ii) the right to sue and recover for damages and profits and all other remedies for past, present and future infringements of the Assigned Marks and bring any proceeding in the United States Patent and Trademark Office or equivalent agency in any other country for cancellation or opposition or any other proceeding in connection with the Trademarks (iii) any and all renewals and extensions thereof that may hereafter be secured under applicable law and (iv) all other rights, including those under common law, to the Assigned Marks.

2. Assumption of Assigned Marks. Buyer hereby accepts, receives and acquires from Seller all right, title and interest assigned and conveyed to Seller by Assignor in and

to the Assigned Marks, and assumes any and all duties and obligations in connection therewith.

3. Terms. The terms and covenants of this Assignment shall inure to the benefit of Seller and Buyer, their successors, assigns and other legal representatives, and shall be binding on each party and their successors, assigns and other legal representatives.

4. Cooperation. Seller and Buyer each agree to execute any and all documents and to do all other lawful acts as may be required or necessary to establish the rights assigned herein and the duties assumed hereunder, including any actions necessary to effectuate the transfer of the Assigned Marks.

5. Governing Law. This Assignment shall be governed by and construed under the laws of the State of California without regard to conflicts of laws principles that would require the application of any other law.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Assignment and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

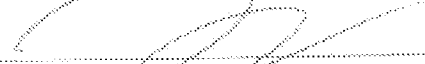
7. Amendment. Any term of this Assignment may be amended only by a writing signed by the parties hereto.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Amendment to Trademark Assignment as of September 2, 2012.

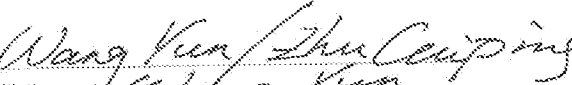
**SELLER:**

**INSOLVENCY SERVICES GROUP, INC.,**  
acting solely in its capacity as the Assignee for the  
Benefit of the Creditors of Assignor

By:   
Name: ZOLTAN WEISBERG  
Title: CEO

**BUYER:**

**WSM INVESTMENT LLC**

By:   
Name: Wang Kun  
Title: Chief Manager

SCHEDULE D

INTELLECTUAL PROPERTY

A. U.S. TRADEMARKS

TRADEMARK	CLASS	FILING/REG DATE	SERIAL/REG NUMBER
1001 NIGHTS	3	R-8/28/2001	2482533
1001 NIGHTS	10	R-7/29/2003	2744851
1001 NIGHTS	5	R-7/29/2003	2744852
69	3, 10	R-9/8/2009	3681544
69	5	R-4/1/2008	3406442
BASIC SOLUTIONS	3,5	R-9/24/2002	2625885
BASIC SOLUTIONS	3,5	R-4/29/2003	2711718
BASIC SOLUTIONS	10	R-2/24/2004	2817717
BASIC SOLUTIONS	10	R-4/13/2004	2832252
BODY CANDY	5	R-11/3/2001	2508178
BOTTOMS UP	28	R-4/13/2004	2833212
BOTTOMS UP	10	R-7/12/2005	2968111

TRADEMARK	CLASS	FILING/REG DATE	SERIAL/REG NUMBER
BOTTOMS UP	5	R-10/17/2006	3159685
CANDY CHROME	10	R-12/18/2001	2520290
CHEAP SEX	10	R-9/17/2002	2622328
CLIMAX	5	R-1/22/2002	2532215
CLIMAX	3	R-6/18/2002	2580611
CLIMAX	3	R-4/10/2007	3227416
CLIMAX	10	R-2/17/2009	3577915
COMFORT PILLOW	10	R-12/4/2001	2515546
CYBER CHIC	10, 28	R-4/2/2002	2556103
CYBER CHIC	10	R-12/10/2002	2659428
CYBERCOLOR	10	R-7/30/2002	2602857
CYBER SEX BUDDY	10	R-10/23/2001	2500549
CYBERSILICONE	10	R-8/8/2006	3128006
CYBERSKIN	10	R-7/10/2001	2467002

TRADEMARK	CLASS	FILING/REG DATE	SERIAL/REG NUMBER
CYBERSKIN	3, 5, 10	R-10/16/2001	2498446
DIAL-A-PLEASURE	10	R-5/21/2002	2571535
DIGITAL NAVIGATOR	10	R-6/10/2003	2725986
DUAL DENSITY	10	R-5/21/2002	2571534
ERECTO-GRIP	10	R-1/29/2002	2534965
EROTIC LOVE NOTES	28	R-10/19/2004	2895471
EROTIQUE TOUCH	10	R-12/18/2001	2520291
EXTEND	5	R-7/19/2005	2970913
FLICKER	10	R-1/23/2007	3202176
FOR LOVERS ONLY	28	R-1/14/2003	2675281
FOR LOVERS ONLY	5	R-4/27/2004	2837250
FOR LOVERS ONLY	3	R-12/7/2004	2908793
FOREPLAY TEASERS	10	R-5/7/2002	2568477
GRRL TOYZ	10	R-11/21/2006	3173537



TRADEMARK	CLASS	FILING/REG DATE	SERIAL/REG NUMBER
HOT STUFF	3	R-6/25/2002	2585431
HOT STUFF	5	R-7/2/2002	2589959
INFINITY	5	R-6/15/2004	2855091
INFINITY	10	R-6/22/2004	2856832
INTI-MIST	3	R-6/26/2001	2464676
ISOFOAM	10	R-3/23/2004	2826481
ISOFOAM	28	R-4/13/2004	2833166
JEL-LEE	10	R-12/4/2001	2515456
KANDIHEART	10	R-2/26/2002	2543612
LIQUID SEX	3,5	R-3/12/2002	2548501
LOVE BULLET	10	R-1/1/2002	2526168
LOVE MACHINE	10	R-2/8/2005	2925453
LOVE SWING	10	R-11/27/2001	2512854
LURE	3	R-11/11/2008	3530882

TRADEMARK	CLASS	FILING/REG DATE	SERIAL/REG NUMBER
LURE	3,5,10	R-1/12/2010	3737652
MICRO MINI	10	R-3/2/2004	2819548
MY FIRST	10	R-10/30/2007	3323363
MY FIRST LOVE WAND	10	R-11/18/2003	2784212
MY FIRST VIBE	10	R-3/2/2004	2820447
NATURE'S DEW	3,5	R-1/23/2001	2423446
ORAL SENSATIONS	3	R-4/6/2004	2830030
PASSION POTION	5	R-10/23/2001	2500552
PASSIONSKIN	10	R-5/28/2002	2574616
PEAK	10	R-11/12/2002	2650021
PLEASURE SHELL	10	R-7/9/2002	2592960
PLEASURE SKIN	10	R-1/1/2002	2526169
POWER MAN 6000	10	R-3/4/2003	2694126
POWER WOMAN 6000	10	R-4/2/2002	2557390

TRADEMARK	CLASS	FILING/REG DATE	SERIAL/REG NUMBER
P-SPOT	10	R-10/28/2008	3524880
ROCK-IT	10	R-7/25/2006	3120100
SATURN	10	R-11/12/2002	2650020
SAUSAGE	10	R-7/12/2005	2966880
SCANDALOUS SEX	3	R-5/25/2004	2846809
SCREAMING ORGASM	5	R-6/24/2003	2730560
SCREAMING ORGASM	3	R-3/2/2004	2820386
SCREAMING ORGASM	28	R-11/6/2007	3330479
SENSUAL	10	R-4/13/2004	2832950
SENSUAL SILICONE	5	R-2/19/2002	2540541
SEX	3,5	R-11/26/2002	2655176
SEX TARTS	5	R-4/26/2005	2943808
SKINTHETIC	28	R-6/8/2004	2851915
SKINTHETIC	10	R-6/15/2004	2855058

TRADEMARK	CLASS	FILING/REG DATE	SERIAL/REG NUMBER
SLIMLINE G	10	R-10/23/2001	2500550
SMOOTH MOVES	10	R-2/19/2002	2541799
STUD POWER	5	R-8/20/2002	2609861
SUPERSTARS COLLECTION	3,5,10,28	R-10/5/2004	2891895
SWEET CHEEKS	10	R-12/28/2004	2915000
SWEET EXTASY	10	R-1/21/2003	2679026
T.L.C. (Body Oil & Powder)	3,5	R-04/10/2001	2441911
T.L.C.	3, 10, 25, 28, 30	R-12/31/2002	2669158
TABOO	10	R-9/25/2007	3297794
TASTY LICKS	3	R-1/13/2004	2804933
TASTY LOVIN	3	R-10/23/2001	2500551
THE LITTLE STUD	10	R-3/9/2004	2821270
THERMAL	5	R-4/5/2005	2938039
THINK PINK	10	R-10/21/2003	2776944

TRADEMARK	CLASS	FILING/REG DATE	SERIAL/REG NUMBER
THINK PINK	3	R-2/8/2005	2925743
TOMORROW'S TECHNOLOGY TODAY	3,5,10	R-9/25/2001	2492733
TOPCO SALES	3,5,10	R-10/1/2002	2628320
TOTALLY GAY TOYZ!	5, 10	R-4/26/05	2943806
ULTIMATE TOUCH	10	R-6/18/2002	2583231
URBAN VIBES	10	R-11/29/2005	3020128
VIDA	10	R-8/3/2010	3827537
VIRTUAL SEX STROKER	10	R-3/7//2006	3065654
VIRTUAL TOUCH	10	R-4/30/2002	2565375
WET DREAM (toy)	10	R-6/11/2002	2580353
WILD HEARTS	10	R-1/1/2002	2526183
WILD S.E.X. COLLECTION	3	R-12/18/2001	2520231
WILDFIRE	3	R-4/9/1996	1966184
WILDFIRE	3,5,10	R-1/2/2001	2417179

TRADEMARK	CLASS	FILING/REG DATE	SERIAL/REG NUMBER
X-RATED	10	R-6/3/2008	3441930

**B. CANADIAN TRADEMARKS**

<b>TRADEMARK</b>	<b>CLASS</b>	<b>FILING/REG DATE</b>	<b>SERIAL/REG NUMBER</b>
CLIMAX		R-7/7/2005	TMA 643,815
CLIMAX		R-8/13/2009	TMA 745,269
CYBERSKIN		R-7/11/2005	TMA 643,957
T.L.C.		R-7/6/2005	TMA 643,680
TOPCO SALES		R-11/23/2005	TMA 653,290
WILDFIRE		R-7/12/2005	TMA 644,094

C. EC TRADEMARKS

TRADEMARK	CLASS	FILING/REG DATE	SERIAL/REG NUMBER
CLIMAX	3,5	R-3/6/2006	003457314
CLIMAX	10,28,30	R-8/5/2009	006589303
CYBERSKIN	3,5,10	R-7/20/2001	001671619
TOPCO SALES	3,5,10	R-4/12/2005	003457306