

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jesco Imports, Inc.		12/10/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Kewpie Corporation		
Street Address:	1-4-13, Shibuya, Shibuya-ku		
City:	Tokyo		
State/Country:	JAPAN		
Postal Code:	150-0002		
Entity Type:	CORPORATION: JAPAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1543698	KEWPIE	
Registration Number:	1792747	HO-HO	
Registration Number:	3619428	ROSE O'NEILL'S ORIGINAL KEWPIE	
CORRESPONDENCE DATA			
Fax Number:	4153939887		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415.954.0200		
Email:	trademark@squiresanders.com		
Correspondent Name:	Derek R. Lowrey		
Address Line 1:	Squire Sanders (US) LLP		
Address Line 2:	275 Battery Street, Suite 2600		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	109009.00001		
DOMESTIC REPRESENTATIVE			

900242478

TRADEMARK
 REEL: 004930 FRAME: 0028

CH \$90.00 1543698

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Derek R. Lowrey
Signature:	/Derek R. Lowrey/
Date:	12/27/2012
Total Attachments: 3 source=Final Kewpie-Jesco IP Assignment#page1.tif source=Final Kewpie-Jesco IP Assignment#page2.tif source=Final Kewpie-Jesco IP Assignment#page3.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**Assignment Agreement**") shall be effective as of Dec. 10, 2012 (the "**Effective Date**") by and between Jesco Imports, Inc., 923 S Myrtle Ave., Monrovia, CA 91016 USA ("**Assignor**"), and Kewpie Corporation, 1-4-13, Shibuya, Shibuya-ku, Tokyo, 150-0002 Japan ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor is the owner of certain intellectual property listed in **Appendix A**;

WHEREAS, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee dated as of Nov 10, 2012, Assignor has agreed to assign and has assigned to Assignee certain intellectual property set forth in **Appendix A**, along with any and all goodwill relating thereto (collectively, the "**IP**"); and

WHEREAS, Assignor and Assignee have agreed to enter into this Assignment Agreement as further evidence of Assignor's assignment of its rights in and to the IP pursuant to the Asset Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** As of the Effective Date, Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors, assigns, and nominees, Assignor's entire right, title, and interest worldwide in and to the IP, and including the right to sue for and receive all damages from past infringements arising prior to the Effective Date, the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives.

2. **Further Assurances.** Assignor further agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Assignment Agreement, including but not limited to executing all necessary deeds, agreements or other documents required at law to effect registration or recordal of the assignment of the intellectual property listed in **Appendix A** in any jurisdiction. In addition, and without limiting the generality of the foregoing, Assignor further agrees, at the request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the IP, and to otherwise aid assignee or its successors in interest in enforcing intellectual property rights in the IP, all at the expense of Assignee or its successors in interest.

3. **Power of Attorney.** Assignor hereby constitutes and appoints Assignee and its successors and assigns as Assignor's true and lawful attorneys with full power of substitution, in Assignor's name and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive any and all of the IP and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which the Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or

recordation of ownership to, any of the IP, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the IP which the Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor or by dissolution of the Assignor or in any manner or for any reason whatsoever.

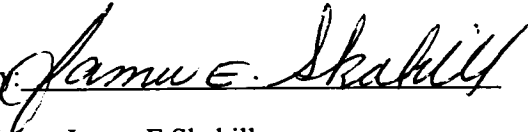
4. **Governing Law.** The formation, construction, and performance of this Assignment Agreement, including the rights and duties of the parties hereunder, shall be construed, interpreted, governed, applied and enforced in accordance with the laws of the State of California applicable to agreements entered into and performed entirely therein by residents thereof, without regard to any provisions relating to conflicts of laws among different jurisdictions.

5. **Counterpart and Facsimile Signatures.** This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Any signature page hereto delivered by facsimile or by e-mail (including in portable document format (pdf), as a joint photographic experts group (jpg) file, or otherwise) shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto. Any party that delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

Jesco Imports, Inc.

By: 

Name: James E Skahill

Title: President

ASSIGNEE:

Kewpie Corporation

By: 

Name: Minesaburo Miyake

Title: President and Representative Director

Appendix A

Trademarks

Mark	Country	Registration Number	Goods and Services
KEWPIE®	United States	1,543,698	Class 28: Dolls
ROSE O'NEILL'S ORIGINAL KEWPIE®	United States	3,619,428	Class 28: Games and playthings, namely, dolls
HO-HO®	United States	1,792,747	Class 28: Dolls
KEWPIE	Canada	TMA622,346	Class 28: Dolls, dolls clothing and parts, fittings and accessories, namely, dolls, sewing patterns, and porcelain, ceramic and bisque figurines
KEWPIE	Hong Kong	199,609,102	Class 28: Toys, playthings, dolls, doll's clothing; parts, fittings for all the aforesaid goods
KEWPIE	United Kingdom	2,041,440B	Class 9: Sound and video recordings, computer software, animated cartoons, exposed films, prerecorded compact discs, prerecorded audio and video tapes, floppy discs, encoded cards, amusement apparatus adapted for use with television receivers, automatic and coin-operated amusement machines, amplifiers, eye glasses, floats for swimming
KEWPIE	United Kingdom	1,566,342	Class 28: Toys; playthings; dolls; dolls clothing; accessories for dolls; parts and fittings for all the aforesaid goods
KEWPIE	European Union	129,023	Class 16: Printed matter Class 25: Articles of clothing for children Class 28: Toys, playthings, dolls, dolls clothing; accessories for dolls; parts and fittings for all the aforesaid goods

Copyrights

Copyrights related to KEWPIE created by Seller and its licensees and any other copyrights regarding and/or related to KEWPIE which Seller owns by past assignments and for any other reasons. The United States Copyright Office Recorded Document Number V2601P125 lists registered copyrights, namely¹:

- (a) Kewpie; sculpture / GU19619 (1952);
- (b) Kewpie; sculpture / GU27313 (1956); and
- (c) Kewpie; (sitting) sculpture / GP46465 (1965).

¹ Seller does not represent or warrant that any of these listed copyrights remain in effect.