

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Foreclosure and Acknowledgment of Change of Possession of Collateral; Notification of Disposition of Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wham-O, Inc.		06/11/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cheng "Jeff" Hsieh		
Street Address:	67 Mody Road, TST East		
Internal Address:	Unit 714, 7th Floor, Peninsula Centre		
City:	Kowloon		
State/Country:	HONG KONG		
Entity Type:	INDIVIDUAL: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1048196	MOREY BOOGIE	
CORRESPONDENCE DATA			
Fax Number:	6265778800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(626) 795-9900		
Email:	pto@cph.com		
Correspondent Name:	Christie, Parker & Hale, LLP		
Address Line 1:	P.O. Box 29001		
Address Line 4:	Glendale, CALIFORNIA 91209-9001		
ATTORNEY DOCKET NUMBER:	10/W563		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

OP \$40.00 1048196

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Robert A. Green

Signature:

/Robert A. Green/

Date:

12/31/2012

Total Attachments: 5

source=ForeclosureDocs#page1.tif

source=ForeclosureDocs#page2.tif

source=ForeclosureDocs#page3.tif

source=ForeclosureDocs#page4.tif

source=ForeclosureDocs#page5.tif

**NOTICE OF FORECLOSURE
AND ACKNOWLEDGMENT OF
CHANGE OF POSSESSION OF COLLATERAL**

June 11, 2012

TO: WHAM-O INC.
6301 OWENSMOUTH AVENUE
SUITE 700
WOODLAND HILLS, CA. 91367

On May 31st, 2012, NOTICE OF DEFAULT AND INTENT TO ACCELERATE was served upon you (hereinafter referred to as THE DEBTOR") by Cheng Hsieh aka Jeff Hsieh, hereinafter referred to as "SECURED CREDITOR", in connection with the numerous outstanding loan agreements and security agreements currently outstanding between the parties. Hereinafter generally referred to as "THE AGREEMENTS"

Said Notice, advised you of your default under the terms of THE AGREEMENTS, and demanded your performance, in the payment of the outstanding balances due on or before 5 PM, June 11, 2012.

That time has now passed, and no payment has been received by the SECURED CREDITOR..

Pursuant to the rights held by the SECURED CREDITOR, as set forth in Article 9 of the California Commercial Code, and within THE AGREEMENTS, and within other applicable statutes, the SECURED CREDITOR, has exercised their rights and foreclosed upon the collateral that is the subject matter of THE AGREEMENTS.

Within the NOTICE OF DEFAULT AND INTENT TO ACCELERATE, previously served upon you, the SECURED CREDITOR demanded that you assemble the collateral described in THE AGREEMENTS, and make it available to the SECURED CREDITOR at the principal place of your business at the address shown above. In response to that demand, you have provided to the SECURED CREDITOR, the list of Assets attached hereto in the belief that it is a full recitation of the property assembled and transferred on this date. The list is not intended to limit the property to which the SECURED CREDITOR may be entitled to receive, if it should be ascertained in the future that anything has been omitted from the attached list.

Consistent with that demand, you have acknowledged to the SECURED CREDITOR, that the afore-described collateral, has been assembled and by the execution and acknowledgment at the end of this Notice, THE DEBTOR confirms that title and possession of all of the collateral set forth within THE AGREEMENTS has now been transferred to and is the property of the SECURED CREDITOR.

You should be further advised that the current balance due to SECURED CREDITOR, is

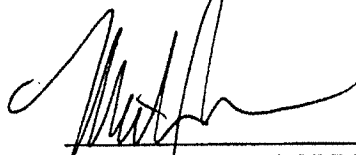
M KA

in the sum of \$13,650,684.60, plus interest which shall continue to accrue, along with attorneys fees and related foreclosure costs and expenses.

It is the intention of the SECURED CREDITOR, to dispose of the collateral, which is now in the possession of the SECURED CREDITOR, as a result of THE DEBTOR, having surrendered, transferred, and conveyed the collateral, as set forth above, within a reasonable time, and in a commercially reasonable manner.

When that disposition has been made, the SECURED CREDITOR will apply the net proceeds recovered to the outstanding balance and account to you, if any balance remains at that time.

CHENG HSIEH

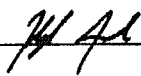


By MARTIN F. GOLDMAN
Attorney and Designated Agent for
SECURED CREDITOR

Wham-O, Inc. the Debtor referred to above, hereby acknowledges the receipt of this Notice of Foreclosure and Acknowledgment of Change of Possession, and by the execution of this document below, confirms that the property and collateral of Wham-O, Inc., as set forth in the secured loan agreements between the parties named herein, and referenced above has been transferred, conveyed, and is now in the physical and/or constructive possession of the SECURED CREDITOR, identified and described above.

WHAM-O, INC

By Kyle Aguilar
Chief Executive Officer



June 11, 2012

KX

List of Assets in General Terms:

- a. Any and all rights of Wham-O, Inc. to lease and leasehold improvements located at 6301 Owensmouth Ave., Woodland Hills CA 91367 ("Office Location"),
- b. Any and all rights of Wham-O, Inc. to lease and leasehold improvements located at 8750 Rex Road, Pico Rivera, CA 90660 ("Warehouse Location")
- c. Any and all Wham-O, Inc. equipment and assets located at the Office Location, the Warehouse Location or in any U.S. Storage area, including but not limited to equipment, computers, software printers, copiers, furniture, fixtures, books and records, paperwork, computer records, EDI/Eastop/MFG Pro, old products, sample products, products in development, product inventory, forklifts, shelving, supplies, tools
- d. Any and all Wham-O, Inc. books and records located in Hong Kong or at any other location.
- e. Any and all Wham-O, Inc. websites
- f. Any and all Wham-O inventory of products wherever located
- g. Any and all Wham-O accounts receivable
- h. Any and all Wham-O, Inc. Intellectual Property including but not limited to trademarks, logos and patents
- i. Stock and any and all assets of Wham-O Asia, Ltd. (a subsidiary of Wham-O, Inc.)
- j. Any and all Bank accounts of Wham-O, Inc. and Wham-O Asia, Ltd
- k. Any and all Wham-O, Inc. pending orders and products in process
- l. Any and all Wham-O, Inc. molds and tools
- m. Any and all Wham-O, Inc. tangible and intangible assets
- n. Any and all Wham-O good will and going concern value
- o. Wham-O, Inc. prepaid accounts and deposits



KA

MARTIN F. GOLDMAN
MICHAEL D. FRISCHER
JOHN J. CHOW

LAW OFFICES OF
MARTIN F. GOLDMAN
A PROFESSIONAL CORPORATION
15910 VENTURA BOULEVARD
SUITE 1525
ENCINO, CALIFORNIA 91436-2830
June 12, 2012

WHAMO

TELEPHONE
(310) 470-8487

FAX
(310) 474-0653

IN REPLY REFER TO:

2957.1

RE: WHAM-O CORPORATION

To Whom It May Concern:

You should be advised that this office represents Cheng Hsieh, a secured creditor of Wham-O, Inc.. On June 11, 2012, my client foreclosed upon his security agreement and UCC lien and contemporaneously, took possession of all of the assets of WHAM-O, Inc., a Delaware Corporation.

Pursuant to its obligations under the California Commercial Code, the secured creditor will dispose of the collateral in accordance with the attached notice.

If you have any questions, you may contact the undersigned at your convenience.

Very truly yours,

LAW OFFICES OF MARTIN F. GOLDMAN

MARTIN F. GOLDMAN

PLEASE REFER TO OUR FILE NUMBER ON ALL CORRESPONDENCE 2957.1

TRADEMARK

REEL: 004933 FRAME: 0098

NOTIFICATION OF DISPOSITION OF COLLATERAL

From: Cheng Hsieh
Secured Creditor

c/o Law Offices of Martin F. Goldman
15910 Ventura Blvd., Suite 1525
Encino, CA. 91436
310-470-8487

Name of Debtor:

WHAMO, INC
A Delaware Corporation
6301 Owensmouth Avenue, Suite 700
Woodland Hills, California 91367

We will sell all inventories of raw materials, supplies, work in process, and finished goods and all products thereof, whether in the possession of the debtor and/or the business, warehousemen, bailees or any other person and whether located at debtors place of business or elsewhere; all accounts, deposit accounts, including, among other things, all checks, drafts, and other instruments deposited in the accounts, accounts receivable, chattel paper, whether electronic, tangible or otherwise, instruments, documents, investment properties, and general intangibles as described in the California Commercial Code, including but not limited to patents, trademarks, copyrights, software intellectual properties and payment intangibles, now existing or any time hereafter arising from the sale, lease, or other disposition of the inventory, including all proceeds of the distribution thereof, whether voluntary or involuntary; and office equipment, , and all goodwill, and more generally described as all of the assets of the Debtor,

Privately, some time after June 27, 2012.

You are entitled to an accounting of the unpaid indebtedness secured by the property that we intend to sell. You may request an accounting in writing, received at the address shown above, on or prior to the anticipated date of sale or, by calling us at 310 – 470 – 8487.