

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
Fuhu, Inc.		06/04/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	Fuhu Holdings, Inc.
Street Address:	909 N. Sepulveda Blvd.
Internal Address:	Suite 540
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	85439241	CHIEF KID OFFICER
Serial Number:	85439255	CKO
Serial Number:	85217004	FETCH IT
Serial Number:	85194280	FETCH IT
Serial Number:	85374444	FOOZ PETS
Serial Number:	85374431	FOOZ PETS
Serial Number:	85335686	KIDDIE MODE
Serial Number:	85335719	KIDDY MODE
Serial Number:	85335755	KIDS MODE
Serial Number:	85335734	KIDZ MODE
Serial Number:	85575049	KINABI
Serial Number:	85439215	MOM MODE
Serial Number:	85439203	MOMMY MODE

OP \$640.00 85439241

Serial Number:	85596107	N-SITE
Serial Number:	85504821	NUBBIES
Serial Number:	85326591	OPEN SOURCE HARDWARE
Serial Number:	85328010	PINQ
Serial Number:	85642309	SAFESOUND
Serial Number:	85460914	SHOOGER
Serial Number:	85529103	SHUGAR
Serial Number:	85529110	SUGAR TAB
Serial Number:	85596159	TOY-APP-TECH
Serial Number:	85363558	UNDER 20
Serial Number:	77894104	URPRODIGY
Serial Number:	77894107	URPRODIGY

**CORRESPONDENCE DATA**

Fax Number: 8183803068  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 8183803069  
Email: law@shokrian.com  
Correspondent Name: Michael Shokrian  
Address Line 1: 15303 Ventura Blvd.  
Address Line 2: Suite 900  
Address Line 4: Sherman Oaks, CALIFORNIA 91403

NAME OF SUBMITTER:	Michael I. Shokrian
Signature:	/Michael I. Shokrian/
Date:	02/14/2013

**Total Attachments: 25**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into effect as of the 4th day of June 2012 by and between Fuhu, Inc., a California Corporation with an address at 909 N. Sepulveda Blvd., Suite 540, El Segundo, CA 90245 (hereinafter referred to as "Assignor"), and Fuhu Holdings, Inc., a California Corporation with an address at 909 N. Sepulveda Blvd., Suite 540, El Segundo, CA 90245 (hereinafter referred to as "Assignee");

WHEREAS, Assignor is the owner of the Trademark Application, Serial No.85/439,241 for CHIEF KID OFFICER (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all of its rights, title, and interest in and to the Mark, together with the goodwill associated herewith and the right to recover for damages and profits and other remedies for past infringements of the Mark and the right to prosecute this and any other applications or registrations of the Mark.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further reasonable acts, to vest in Assignee Assignor's right, title, and interest in and to the Mark, and to enable such right, title, and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States and internationally.

"ASSIGNOR"

"ASSIGNEE"

By:           /Daryl Okimoto/            
Fuhu, Inc.  
Name: Daryl Okimoto  
Title: Secretary

By:           /Daryl Okimoto/            
Fuhu Holdings, Inc.  
Name: Daryl Okimoto  
Title: Secretary

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WHEREAS, Assignor is the owner of the Trademark Application, Serial No.85/439,255 for CKO (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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"ASSIGNOR"

"ASSIGNEE"

By:     /Daryl Okimoto/      
Fuhu, Inc.  
Name: Daryl Okimoto  
Title: Secretary

By:     /Daryl Okimoto/      
Fuhu Holdings, Inc.  
Name: Daryl Okimoto  
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WHEREAS, Assignor is the owner of the Trademark Application, Serial No.85/217,004 for FETCH IT Logo (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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"ASSIGNOR"

"ASSIGNEE"

By:     /Daryl Okimoto/      
Fuhu, Inc.  
Name: Daryl Okimoto  
Title: Secretary

By:     /Daryl Okimoto/      
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WHEREAS, Assignor is the owner of the Trademark Application, Serial No.85/194,280 for FETCH IT (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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"ASSIGNOR"

"ASSIGNEE"

By:     /Daryl Okimoto/      
Fuhu, Inc.  
Name: Daryl Okimoto  
Title: Secretary

By:     /Daryl Okimoto/      
Fuhu Holdings, Inc.  
Name: Daryl Okimoto  
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WHEREAS, Assignor is the owner of the Trademark Application, Serial No.85/374,444 for FOOZ PETS Color Logo (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

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"ASSIGNEE"

By:     /Daryl Okimoto/      
Fuhu, Inc.  
Name: Daryl Okimoto  
Title: Secretary

By:     /Daryl Okimoto/      
Fuhu Holdings, Inc.  
Name: Daryl Okimoto  
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WHEREAS, Assignor is the owner of the Trademark Application, Serial No.85/374,431 for FOOZ PETS (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

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WHEREAS, Assignor is the owner of the Trademark Application, Serial No.85/335,686 for KIDDIE MODE (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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"ASSIGNEE"

By:       /Daryl Okimoto/        
Fuhu, Inc.  
Name: Daryl Okimoto  
Title: Secretary

By:       /Daryl Okimoto/        
Fuhu Holdings, Inc.  
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WHEREAS, Assignor is the owner of the Trademark Application, Serial No.85/335,719 for KIDDY MODE (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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By:     /Daryl Okimoto/      
Fuhu, Inc.  
Name: Daryl Okimoto  
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WHEREAS, Assignor is the owner of the Trademark Application, Serial No.85/335,755 for KIDS MODE (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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"ASSIGNEE"

By:     /Daryl Okimoto/      
Fuhu, Inc.  
Name: Daryl Okimoto  
Title: Secretary

By:     /Daryl Okimoto/      
Fuhu Holdings, Inc.  
Name: Daryl Okimoto  
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WHEREAS, Assignor is the owner of the Trademark Application, Serial No.85/335,734 for KIDZ MODE (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

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"ASSIGNOR"

"ASSIGNEE"

By:       /Daryl Okimoto/        
Fuhu, Inc.  
Name: Daryl Okimoto  
Title: Secretary

By:       /Daryl Okimoto/        
Fuhu Holdings, Inc.  
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WHEREAS, Assignor is the owner of the Trademark Application, Serial No.85/575,049 for KINABI (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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"ASSIGNEE"

By:     /Daryl Okimoto/      
Fuhu, Inc.  
Name: Daryl Okimoto  
Title: Secretary

By:     /Daryl Okimoto/      
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WHEREAS, Assignor is the owner of the Trademark Application, Serial No.85/439,215 for MOM MODE (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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"ASSIGNOR"

"ASSIGNEE"

By:       /Daryl Okimoto/        
Fuhu, Inc.  
Name: Daryl Okimoto  
Title: Secretary

By:       /Daryl Okimoto/        
Fuhu Holdings, Inc.  
Name: Daryl Okimoto  
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WHEREAS, Assignor is the owner of the Trademark Application, Serial No.85/439,203 for MOMMY MODE (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further reasonable acts, to vest in Assignee Assignor's right, title, and interest in and to the Mark, and to enable such right, title, and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States and internationally.

"ASSIGNOR"

"ASSIGNEE"

By:     /Daryl Okimoto/      
Fuhu, Inc.  
Name: Daryl Okimoto  
Title: Secretary

By:     /Daryl Okimoto/      
Fuhu Holdings, Inc.  
Name: Daryl Okimoto  
Title: Secretary



## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into effect as of the 4th day of June 2012 by and between Fuhu, Inc., a California Corporation with an address at 909 N. Sepulveda Blvd., Suite 540, El Segundo, CA 90245 (hereinafter referred to as "Assignor"), and Fuhu Holdings, Inc., a California Corporation with an address at 909 N. Sepulveda Blvd., Suite 540, El Segundo, CA 90245 (hereinafter referred to as "Assignee");

WHEREAS, Assignor is the owner of the Trademark Application, Serial No.85/596,107 for N-SITE (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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"ASSIGNOR"

"ASSIGNEE"

By:     /Daryl Okimoto/      
Fuhu, Inc.  
Name: Daryl Okimoto  
Title: Secretary

By:     /Daryl Okimoto/      
Fuhu Holdings, Inc.  
Name: Daryl Okimoto  
Title: Secretary

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WHEREAS, Assignor is the owner of the Trademark Application, Serial No.85/504,821 for NUBBIES (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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"ASSIGNOR"

"ASSIGNEE"

By:     /Daryl Okimoto/      
Fuhu, Inc.  
Name: Daryl Okimoto  
Title: Secretary

By:     /Daryl Okimoto/      
Fuhu Holdings, Inc.  
Name: Daryl Okimoto  
Title: Secretary

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WHEREAS, Assignor is the owner of the Trademark Application, Serial No.85/326,591 for OPEN SOURCE HARDWARE (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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"ASSIGNOR"

"ASSIGNEE"

By:       /Daryl Okimoto/        
Fuhu, Inc.  
Name: Daryl Okimoto  
Title: Secretary

By:       /Daryl Okimoto/        
Fuhu Holdings, Inc.  
Name: Daryl Okimoto  
Title: Secretary

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WHEREAS, Assignor is the owner of the Trademark Application, Serial No.85/328,010 for PINQ (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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"ASSIGNOR"

"ASSIGNEE"

By:       /Daryl Okimoto/        
Fuhu, Inc.  
Name: Daryl Okimoto  
Title: Secretary

By:       /Daryl Okimoto/        
Fuhu Holdings, Inc.  
Name: Daryl Okimoto  
Title: Secretary

## TRADEMARK ASSIGNMENT

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WHEREAS, Assignor is the owner of the Trademark Application, Serial No.85/642,309 for SAFESOUND (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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"ASSIGNOR"

"ASSIGNEE"

By:     /Daryl Okimoto/      
Fuhu, Inc.  
Name: Daryl Okimoto  
Title: Secretary

By:     /Daryl Okimoto/      
Fuhu Holdings, Inc.  
Name: Daryl Okimoto  
Title: Secretary

## TRADEMARK ASSIGNMENT

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WHEREAS, Assignor is the owner of the Trademark Application, Serial No.85/460,914 for SHOOGER (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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"ASSIGNOR"

"ASSIGNEE"

By:       /Daryl Okimoto/        
Fuhu, Inc.  
Name: Daryl Okimoto  
Title: Secretary

By:       /Daryl Okimoto/        
Fuhu Holdings, Inc.  
Name: Daryl Okimoto  
Title: Secretary

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WHEREAS, Assignor is the owner of the Trademark Application, Serial No.85/529,103 for SHUGAR (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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"ASSIGNOR"

"ASSIGNEE"

By:     /Daryl Okimoto/      
Fuhu, Inc.  
Name: Daryl Okimoto  
Title: Secretary

By:     /Daryl Okimoto/      
Fuhu Holdings, Inc.  
Name: Daryl Okimoto  
Title: Secretary

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WHEREAS, Assignor is the owner of the Trademark Application, Serial No.85/529,110 for SUGAR TAB (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

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"ASSIGNOR"

"ASSIGNEE"

By:       /Daryl Okimoto/        
Fuhu, Inc.  
Name: Daryl Okimoto  
Title: Secretary

By:       /Daryl Okimoto/        
Fuhu Holdings, Inc.  
Name: Daryl Okimoto  
Title: Secretary



**TRADEMARK ASSIGNMENT**

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WHEREAS, Assignor is the owner of the Trademark Application, Serial No.85/596,159 for TOY-APP-TECH (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

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"ASSIGNOR"

"ASSIGNEE"

By:     /Daryl Okimoto/      
Fuhu, Inc.  
Name: Daryl Okimoto  
Title: Secretary

By:     /Daryl Okimoto/      
Fuhu Holdings, Inc.  
Name: Daryl Okimoto  
Title: Secretary

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WHEREAS, Assignor is the owner of the Trademark Application, Serial No.85/363,558 for UNDER 20 (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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"ASSIGNOR"

"ASSIGNEE"

By:       /Daryl Okimoto/        
Fuhu, Inc.  
Name: Daryl Okimoto  
Title: Secretary

By:       /Daryl Okimoto/        
Fuhu Holdings, Inc.  
Name: Daryl Okimoto  
Title: Secretary

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WHEREAS, Assignor is the owner of the Trademark Application, Serial No.77/894,104 for URPRODIGY (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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"ASSIGNOR"

"ASSIGNEE"

By:     /Daryl Okimoto/      
Fuhu, Inc.  
Name: Daryl Okimoto  
Title: Secretary

By:     /Daryl Okimoto/      
Fuhu Holdings, Inc.  
Name: Daryl Okimoto  
Title: Secretary

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WHEREAS, Assignor is the owner of the Trademark Application, Serial No.77/894,107 for URPRODIGY (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

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"ASSIGNEE"

By:     /Daryl Okimoto/      
Fuhu, Inc.  
Name: Daryl Okimoto  
Title: Secretary

By:     /Daryl Okimoto/      
Fuhu Holdings, Inc.  
Name: Daryl Okimoto  
Title: Secretary