

10-16-2001

10-9-01



101874830

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other
- Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

- Corporation  Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20521 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0451-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0451-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002383 FRAME: 0279

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

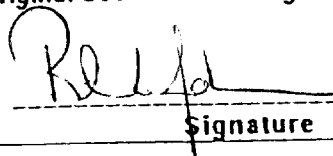
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

RICHARD M. JOHNSON



October 4, 2001

Name of Person Signing

Signature

Date Signed

UNITED STATES OF AMERICA

POWER OF ATTORNEY

The undersigned hereby appoints, jointly and severally with full power of substitution:

RICHARD P. BERG

HENRY KLEIN

MAVIS S. GALLENSON

RICHARD M. JOHNSON

M. IRIS HESS

KAM C. LOUIE

all members of the Bar of the State of California, c/o Ladas & Parry, 5670 Wilshire Boulevard, Suite 2100, Los Angeles, California, 90036, United States of America, to record assignments, mergers, consolidations, changes of name and changes of address and to take all action with respect to the following Trademark Registration and Application for Trademark Registration:

**BUNGY BALL, Trademark No. 2167729**

**TOY AIRPLANE GLIDERS OF AMERICA,  
INC.**

[Corporate Seal

By

Ronald Yoder PRESIDENT

[Title]

15 AUGUST 2001

[Date]

Address: 1461 N. Benton Way  
Los Angeles, California 90026  
United States of America

## ASSIGNMENT OF MARK

In consideration for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RFD, Inc. ("RFD"), a Minnesota Corporation, hereby transfers, sells, and assigns to Toy Airplane Gliders of America, Inc. a California Corporation, d/b/a American Home Products ("Toy Airplane") and its successors and assigns, all of RFD's right, title, and interest in and to the trademark "BUNGY BALL," which has been registered in the United States Patent and Trademark Office and assigned Registration No. 2,167,729 (the "Mark") together with all of the goodwill associated with the Mark. This Assignment shall become effective upon receipt of payment and full execution of this document.

The transfer provided for in this Assignment shall include an assignment of all of RFD's right, title, and interest in and to any and all registrations and/or applications for the registration of the Mark with any state or federal authority, and shall be further deemed to include the right to sue for and collect damages for any past, present, or future infringement of the Mark.

Notwithstanding the effective date of the assignment of the Mark by RFD to Toy Airplane, Toy Airplane will permit RFD, for a period of ninety (90) days following the effective date of assignment, to exhaust any inventory bearing the Mark.

Upon the request of Toy Airplane, RFD shall take such actions and execute such documents and instruments as may be reasonably required in order for Toy Airplane to perfect, protect, enforce, transfer, or register the Mark. Provided, however, that Toy Airplane shall pay all expenses, including without limitation reasonable attorneys' fees, actually incurred by RFD in taking any such actions.

RFD represents and warrants that: (a) the Mark is not subject to any liens, encumbrances, or security interests (b) RFD has the right and authority to enter into this Assignment without receiving the consent or approval of any other person or organization, and (c) this Assignment shall be binding upon and fully enforceable against RFD.

Notwithstanding the assignment of the Mark, RFD retains full responsibility for any and all liabilities which have arisen or which may arise from any use of the Mark by RFD prior to the effective date of this assignment.

This Assignment shall be governed by the laws of the State of Minnesota. For the purpose of resolving conflicts related to or arising out of this Assignment, the parties expressly agree that venue shall be in the State of Minnesota only, and, in addition, the parties hereby consent to the jurisdiction of the federal and state courts in the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the \_\_\_ day of January, 2001.

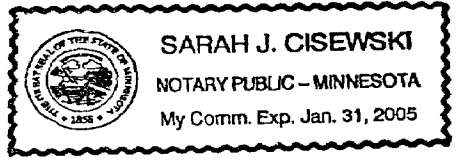
RFD, Inc.

By: [Signature]  
Its: President

STATE OF MINNESOTA  
SS.  
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 8th day of January, 2001, by Robert F. Dobihal, the President of RFD, Inc., a Minnesota corporation, on behalf of the corporation.

[Signature]  
Notary Public



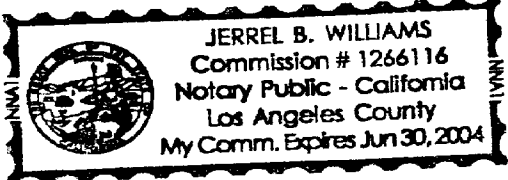
Toy Airplane Gliders of America, Inc.

By: [Signature]  
Its: PRESIDENT

STATE OF CALIFORNIA  
SS.  
COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 22 day of January, 2001, by Ronald A. Yoder, the President of Toy Airplane Gliders of America, Inc., a California corporation, on behalf of the corporation.

[Signature]  
Notary Public



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