



102368099

Trademarks:

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Maisto International, Inc.
7751 Cherry Avenue
Fontana, California 92336

1-29-03

Corporation – California

Individual(s)

Limited Partnership

Other

Additional name(s) of conveying party(ies) attached?

Yes No

2. Name and address of receiving party(ies):

Wal-Mart Stores, Inc.
702 Southwest 8th Street
Bentonville, Arkansas 72716-0290

Corporation – Delaware

Individual(s)

Public Limited Liability Company

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes No

(Designations must be a separate document from Assignment) Additional names(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: November 12, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/313,292

B. Trademark registration No.(s):

Additional numbers attached? Yes No

5. Name and Address of party to whom correspondence concerning document should be mailed:

Name: **Mark B. Harrison, Esq.**
Internal Address: **VENABLE**
Street Address: **P.O. Box 34385**
Washington, D.C. 20043

6. Total number of applications involved: 1

7. Total fee (37 CFR 3.41) **\$40.00**

Check Enclosed

02/19/2003 GT0M11 00000019 76313292
01 FC:8521 40.00 DP

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Mark B. Harrison, Esq.
Name of Person Signing

Mark Harrison
Signature

1/29/03
Date

Total number of pages comprising cover sheet: 1

21188-106718

TRADEMARK ASSIGNMENT

WHEREAS, Maisto International, Inc., a California Corporation ("Assignor"), has adopted, used and is using the following trademark ("the Trademark") in commerce in the United States and throughout the world now registered in California and the United States Patent and Trademark Office in International Class 28:

<i>Trademark</i>	<i>Assigned No.</i>	<i>Dated</i>
MOTORWORKS	(CA) Registration No. 107632	Sep 18, 2001
MOTORWORKS	(US) Serial No. 76/313292	Sep 18, 2001

WHEREAS, Wal-Mart Stores, Inc., a Delaware corporation with offices at 702 Southwest 8th Street, Bentonville, Arkansas ("Assignee"), has agreed to acquire and assume and the Assignor has agreed to sell, assign and transfer the Trademark with respect to its use in commerce in the United States and throughout the world, on the terms set forth below;

NOW, THEREFORE, in exchange for the payment of \$10 to assignor and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademark with respect to its use in commerce in the United States and throughout the world, together with the goodwill symbolized by the Trademark and the United States registration thereof.
2. Assignor and Assignee agree to execute and deliver to each other, all papers, instruments, and assignments, and to perform any other reasonable acts that each other may require in order to carry out the provisions of this agreement.

Signed as of this 9th day of Nov, 2001

Maisto International Inc.
7751 Cherry Avenue
Fontana, CA. 92336

By: C. Liu
Name: Charlie Liu
Title: AGM

Signed as of this 12 day of Nov, 2001

Wal-Mart Stores, Inc.
702 Southwest 8th Street
Bentonville, Arkansas

By: James A. Fisher
Name:
Title:

End of Document

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