



To the Honorable Commissioner of P

102421636

original documents or copy thereof

1. Name of conveying part(ies):

IRWIN TOY LIMITED
43 Hanna Avenue
Toronto, Ontario, Canada

- Individual(s)
- General Partnership
- Corporation: Canada
- Other:
- Association
- Limited Partnership

Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: 03/19/2003

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

Name: SPORTCRAFT, LTD.
Street Address: International Trade Center
313 Waterloo Valley Road
Mt. Olive, NJ 07828

- Individual(s)
- General Partnership
- Corporation-State of Delaware
- Other:
- Association
- Limited Partnership

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 name(s) & address(es) attached? Yes No

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

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,926,574

Additional numbers attached? Yes No

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

R. Alan Weeks; Reg. No. 36,050
Fellers, Snider, Blankenship, Bailey & Tippens, P.C.
321 S. Boston Ave., Suite 800
Tulsa, OK 74103-3318

6. Total number of applications/registrations involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number: 06-0540

- Duplicate copy of this page if paying by Deposit Account.
- Charge any deficiencies to Deposit Account.

DO NOT USE THIS SPACE

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(1 FC) 0521 40.00 CH

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.

R. Alan Weeks

Typed Name

Signature

4/7/03

Date

Total number of pages including cover sheet, attachments, and document: [4]

TRADEMARK ASSIGNMENT

WHEREAS **IRWIN TOY LIMITED**, (“Irwin”) the full post office address of whose principal office or place of business is **43 Hanna Avenue, Toronto, Ontario, Canada**, is the owner of the trademarks listed on the attached Schedule “A” (collectively, the “Trademarks”);

WHEREAS **ERNST & YOUNG INC.**, whose full post office address is **222 Bay Street, 29th Floor, Ernst & Young Tower, Toronto Dominion Centre, Toronto, Ontario, M5K 1J7** (the “Assignor”) was appointed as interim receiver of Irwin pursuant to an Order of the Honourable Mr. Justice Farley of the Ontario Superior Court of Justice (Commercial List) dated January 15, 2003;

WHEREAS **SPORTCRAFT, LTD.** (the “Assignee”), the full post office address of whose principal office or place of business is International Trade Centre, 313 Waterloo Valley Road, Mt. Olive, New Jersey 07828 is desirous of acquiring the whole right, title and interest of Irwin in and to the Trademarks, together with the goodwill associated therewith;

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration the receipt of which is hereby acknowledged:

The Assignor, for and on behalf of Irwin, hereby sells, assigns and transfers unto the Assignee, its successors and assigns, without warranty as to the registrability or validity thereof, Irwin’s entire whole right, title and interest in and to the Trademarks throughout the world, together with the goodwill associated therewith, all rights of action accruing to Irwin as owner of the Trademarks, including actions arising from prior infringement or other unauthorized use of the Trademarks, and all rights as a party in any opposition or similar proceedings.

The Assignor, for and on behalf of Irwin, hereby authorizes the Assignee or its authorized representatives to request the trademarks office or analogous entity or agents in each applicable country or jurisdiction, to record Assignee as the assignee and owner of the Trademarks. Assignor and Assignee hereby authorize and consent to such recordal by such trademarks office or analogous entity or agents.

The assignment shall be binding upon the parties, their successors and permitted assigns.


The Assignor hereby undertakes at any time upon reasonable request to execute, such documents and take such further actions as may be necessary to evidence the assignment of the Trademarks to the Assignee, and to enable the Assignee to obtain and maintain the applications and registrations for the Trademarks, all without further consideration but at the sole expense of the Assignee.

ASSIGNMENT AGREEMENT


TRADEMARK
REEL: 002712 FRAME: 0538

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed and signed by their duly authorized officers this 19th day of March, 2003.

ERNST & YOUNG INC.,
in its capacity as Interim Receiver of
Irwin Toy Limited and Irwin Toy USA Inc.
and not in its personal capacity

By: 
Name: Joe Pernica
Title: Senior Vice-President

SPORTCRAFT, LTD.

By: 
Name: FRANK BINOLFI
Title: SENIOR VICE PRESIDENT & CFO

SCHEDULE "A"

Country	Trademark	Reg. Date	Reg. No.	Status
United States	Top Corner	Oct. 10, 1995	1,926,574	REGISTERED *Renewal Due Oct. 10, 2005
Canada	Top Corner	Feb. 17, 1995	TMA 439,592	REGISTERED *Renewal Due Feb. 17, 2010
CTM	Top Corner	July 9, 1998	180927	REGISTERED *Renewal Due Apr. 1, 2006