

05-02-2003



TRADEMARK
03787-A0024A ASC/MJS

IN THE UNITED STATES OF AMERICA TRADEMARK OFFICE
102437783

Assignor	Irwin Toy Limited
Assignee	Brimatin Holdings Inc.
Application Nos.	76/291,157 76/291,156
Registration Nos.	2,025,830 1,830,943 2,056,446 1,934,355 1,811,332

Box Assignment
Assistant Commissioner for Trademarks
Washington, DC 20231

Trademark Assignment Recordation Form Cover Sheet

Dear Sir:

Please record the attached original document.

5.1.03

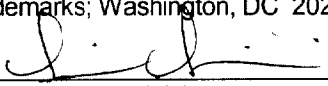
- Name and Address of Conveying party. **Irwin Toy Limited**; located at 43 Hanna Avenue, Toronto, Ontario, Canada.
- Name and Address of Receiving Party. **Brimatin Holdings Inc.**, located at c/o Robert Hull, 40 King Street West, Suite 5800, Scotia Plaza, Toronto, Ontario M5H 3Z7.
- Nature of Conveyance: Assignment. Execution Date: March 19, 2003
- Name and Address of Party to Whom Correspondence Concerning Document should be mailed.

OFFICE OF PUBLIC RECORDS
2003 MAY -1 AM 10:48
FINANCE SECTION

Mark J. Speciner
Attorney for Assignee
ST.ONGE STEWARD JOHNSTON & REENS LLC
986 Bedford Street
Stamford, CT 06905-5619
203 324-6155

Mailing Certificate: I hereby certify that this correspondence is today being deposited with the U.S. Postal Service as *First Class Mail* in an envelope addressed to: Box Assignment; Commissioner for Patents and Trademarks; Washington, DC 20231.

April 24, 2003


Danielle Dominici

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01 FC:85:1
02 FC:85:2

40.00 OP
150.00 UV

TRADEMARK
REEL: 002722 FRAME: 0589

5. Application Numbers: 76/291,157 76/291,156
Registration Numbers: 2,025,830 1,830,943 2,056,446 1,934,355 1,811,332
6. Total Number of Applications Involved: 7.
7. Total Fee (37 CFR 3.41). \$190.00 due. A check in this amount is enclosed herewith.
8. Authorization to Charge Deposit Account. The Commissioner is hereby authorized to charge any additional fees due by this paper and during the entire pendency of this Application to Account No. 19-4516.
9. Statement and Signature. Total number of pages including cover sheet, attachments and document are 7. To the best of my knowledge and belief, the foregoing information is true and correct and any copy submitted herewith is a true copy of the original document.

Respectfully submitted,



Arlana S. Cohen
Mark J. Speciner
Attorneys for Assignee
ST.ONGE STEWARD JOHNSTON & REENS LLC
986 Bedford Street
Stamford, CT 06905-5619
203 324-6155 Telephone
203 327-1096 Facsimile
tm-pto@ssjr.com

ASSIGNMENT

TO THE COMMISSIONER OF PATENTS AND TRADEMARKS:

WHEREAS **IRWIN TOY LIMITED**, whose full post office address is **43 Hanna Avenue, Toronto, Ontario**, (hereinafter referred to as "Irwin"), is entered on the United States Patent and Trademark Office Register as the registered owner / applicant of the trademarks identified in Appendix "A" (hereinafter referred to as 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** (hereinafter referred to as 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 the Assignor has agreed to sell and assign the Trademarks to **BRIMATIN HOLDINGS INC.** pursuant to an agreement of purchase and sale dated March 10, 2003, and an assignment agreement dated March 11, 2003, whose full address is **c/o Robert Hull, 40 King Street West, Suite 5800, Scotia Plaza, Toronto, Ontario M5H 3Z7** (hereinafter referred to as the "Assignee");

NOW, THEREFORE, the Assignor declares as follows:

The Assignor, for and on behalf of Irwin, hereby assigns and transfers to the Assignee, without warranty as to the registrability or validity thereof, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Irwin's entire right, title and interest in and to the Trademarks in the U.S.A., and the goodwill attached thereto.

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

The Assignor undertakes and agrees to execute, at the request and expense of the Assignee, such further assurances as may be reasonably required in order to permit the Assignee to obtain recording of this Assignment.

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

BRIMATIN HOLDINGS INC.

By: _____
Name:
Title:

Appendix "A"

Trademarks

COUNTRY	TRADEMARK	FILING DATE	FILING NO.	REG. DATE	REG. NO.	STATUS
United States	Air-Locker			Dec. 24, 1996	2,025,820	REGISTERED * Renewal due Dec. 24, 2006
United States	Design for Hockey Glove			April 12, 1994	1,830,943	REGISTERED * Renewal due April 12, 2004
United States	GX-1 Series	July 27, 2001	76/291,157			
United States	Original Series			April 22, 1997	2,056,446	REGISTERED * Renewal due April 22, 2007
United States	Pro Stock			Nov. 7, 1995	1,934,355	REGISTERED * Renewal due Nov. 7, 2005
United States	Soft-Fit Energy Cushioning	July 27, 2001	76/291,156			
United States	Winwell			Dec. 14, 1993	1,811,332	REGISTERED * Renewal due Dec. 14, 2003

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- 2 -

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Title: Senior Vice-President

BRIMATIN HOLDINGS INC.

By: _____
Name: 
Title: