

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment is entered into this 28 day of JUNE, 2005, by and between

Sunshine Kids Juvenile Products, LLC, located at 7117 Pelican Bay Boulevard, Apartment 804, Naples, Florida 34108 (ASSIGNOR) and

SKJP HOLDINGS, LLC, a Florida LLC, located at 7117 Pelican Bay Boulevard, Apartment 804, Naples, Florida 34108 (ASSIGNEE)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor grants, assigns and transfers to Assignee, and Assignee hereby accepts such grant, assignment and transfer of Assignor's entire right, title and interest in and to all of the Seller's Intellectual Property set forth Schedule A (Trademark Standard Case Print Sheet), attached hereto, and all rights to damages and payments for past, present or future infringements or misappropriations thereof in all countries and the goodwill of the ASSIGNOR and operations of the ASSIGNOR associated with such Intellectual Property.
2. The rights, title and interest assigned under Section 1 above, shall give ASSIGNEE, its successors, assigns or other legal representatives, as fully and entirely as the same rights as would have been held and enjoyed by the ASSIGNOR if this assignment had not been made.
3. ASSIGNOR represents and warrants that (1) it has all rights necessary to make the assignment herein; (2) the assignment does not and will not conflict with any other agreement or other instruments to which ASSIGNOR is bound; and (3) to the best of ASSIGNOR'S knowledge, the rights to not infringe any third party's patent, trademark or copyright or misappropriate a third party's trade secret.
4. ASSIGNOR hereby covenants and agrees that it shall cease and refrain from all use of all rights, title, and interests assigned under Section 1 above in all countries of the world as of the date hereof.
5. ASSIGNOR further agrees that ASSIGNOR will, as reasonably requested by ASSIGNEE; (1) cooperate with ASSIGNEE in the filing and prosecution of any and all patent, trademark, copyright or other intellectual property registrations or applications for the Intellectual Property; (2) execute, verify, acknowledge and deliver all such further papers, including applications and instruments of transfer; and (3) perform such other acts as ASSIGNEE lawfully may request, to facilitate ASSIGNEE'S right to obtain, protect, maintain, defend or enforce any of the rights granted hereunder. In the event that ASSIGNEE is unable for any reason whatsoever to secure ASSIGNOR'S signature to any document when so required to effectuate fully this Assignment, ASSIGNOR hereby irrevocably designates and appoints ASSIGNEE and ASSIGNEE'S duly authorized officers and agents, as ASSIGNOR'S agents and attorneys-in-fact to act for and on its behalf and

instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by ASSIGNOR.

- 6. ASSIGNOR further assigns to and empowers ASSIGNEE, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for the inventions, design modifications and improvements covered by the Intellectual Property and to prosecute such applications as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.
- 7. This Intellectual Property Assignment constitutes the entire agreement and understanding between the parties hereto with respect to the matters set forth herein, and supersedes and replaces any prior agreements and understandings, whether oral or written, between and among them with respect to such matters. Notwithstanding any other provisions of this Intellectual Property Assignment to the contrary, nothing contained in this Intellectual Property Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of ASSIGNOR or ASSIGNEE set forth, nor shall this Intellectual Property Assignment expand or enlarge any remedies, including, without limitation, any limits on indemnification specified therein. This Intellectual Property Assignment is intended only to effect the transfer of certain property transferred and shall be governed entirely in accordance with the terms and conditions set forth.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first set forth above.

SUNSHINE KIDS JUVENILE PRODUCTS, LLC,
a Florida LLC

BY: Constance F. Berger
Constance F. Berger

SKWP HOLDINGS, LLC
A Florida LLC

BY: Constance F. Berger
Constance F. Berger

SCHEDULE A
TRADEMARK STANDARD CASE PRINT

Monday, May 02, 2005

TRADEMARK STANDARD CASE PRINT

<i>CountryName</i>	<i>DocketNumber</i>	<i>MarkName</i>	<i>StatusDescription</i>	<i>ApplicationNumber</i>	<i>ApplicationDate</i>	<i>RegistrationNumber</i>	<i>RegistrationDate</i>	<i>PublicationDate</i>
Australia	T00395-AU	MIGHTY-TITE	Registered	846694	8/17/2000	846694	8/17/2000	8/17/2010
				<i>AttorneyName</i> David R. Josephs		<i>ClientName</i>		Sunshine Kids Juvenile Product
				<i>AgentName</i>		<i>CurrentOwnerNu</i>		
Brazil	T00395-BR	MIGHTY-TITE	Filed	823385604	11/10/2000			
				<i>AttorneyName</i> David R. Josephs		<i>ClientName</i>		Sunshine Kids Juvenile Product
				<i>AgentName</i>		<i>CurrentOwnerNu</i>		
Canada	T00395-CA	MIGHTY-TITE	Registered	1081030	11/12/2000	572771	12/20/2002	12/20/2017
				<i>AttorneyName</i> David R. Josephs		<i>ClientName</i>		Sunshine Kids Juvenile Product
				<i>AgentName</i>		<i>CurrentOwnerNu</i>		
China P.R.	T00395-CN	MIGHTY-TITE	Registered	2001157266	11/10/2000	1669936	11/21/2001	11/21/2011
				<i>AttorneyName</i> David R. Josephs		<i>ClientName</i>		Sunshine Kids Juvenile Product
				<i>AgentName</i>		<i>CurrentOwnerNu</i>		

Monday, May 02, 2005

TRADEMARK STANDARD CASE PRINT

<i>CountryName</i>	<i>DocketNumber</i>	<i>StatusDescription</i>	<i>ApplicationNumber</i>	<i>RegistrationNumber</i>	<i>PublicationDate</i>
<i>MarkName</i>	<i>Community Trademark</i>	<i>REG</i>	<i>ApplicationDate</i>	<i>RegistrationDate</i>	<i>ExpirationDate</i>
	T00395-CTM	C	1831262 8/30/2000	1831262 10/19/2001	8/31/2010
		Registered	<i>AttorneyName</i> David R. Josephs	<i>ClientName</i>	Sunshine Kids Juvenile Product
			<i>AgentName</i>	<i>CurrentOwnerNa</i>	
	T00395-HK	NAT	200018644 8/18/2000	8816/2001 8/18/2000	5/11/2001 8/18/2007
		Registered	<i>AttorneyName</i> David R. Josephs	<i>ClientName</i>	Sunshine Kids Juvenile Product
			<i>AgentName</i>	<i>CurrentOwnerNa</i>	
	T00395-JP	NAT	200095985 8/31/2000	4575394 6/7/2002	6/7/2012
		Registered	<i>AttorneyName</i> David R. Josephs	<i>ClientName</i>	Sunshine Kids Juvenile Product
			<i>AgentName</i>	<i>CurrentOwnerNa</i>	
	T00395-KR	NAT	2000-45686 9/29/2000	0521909 5/31/2002	5/31/2012
		Registered	<i>AttorneyName</i> David R. Josephs	<i>ClientName</i>	Sunshine Kids Juvenile Product
			<i>AgentName</i>	<i>CurrentOwnerNa</i>	

Monday, May 02, 2005

TRADEMARK STANDARD CASE PRINT

CountryName	MarkName	DocketNumber	StatusDescription	ApplicationNumber	RegistrationNumber	PublicationDate
				ApplicationDate	RegistrationDate	ExpirationDate
Mexico	MIGHTY-TITE	T00395-MX	Registered	460049	693337	11/27/2010
				11/27/2000	11/27/2000	11/27/2010
				AttorneyName David R. Josephs	ClientName	Sunshine Kids Juvenile Product
				AgentName	CurrentOwnerNa	
Norway	MIGHTY-TITE	T00395-NO	Registered	200009470	207851	5/4/2011
				8/16/2000	5/4/2001	5/4/2011
				AttorneyName David R. Josephs	ClientName	Sunshine Kids Juvenile Product
				AgentName	CurrentOwnerNa	
Taiwan	MIGHTY-TITE	T00395-TW	Registered	89049945	968008	8/1/2001
				8/29/2000	11/1/2001	10/31/2011
				AttorneyName David R. Josephs	ClientName	Sunshine Kids Juvenile Product
				AgentName	CurrentOwnerNa	
United States	MIGHTY-TITE	T00395-US	Registered	75/761408	2528144	1/8/2012
				7/27/1999	1/8/2002	1/8/2012
				AttorneyName David R. Josephs	ClientName	Sunshine Kids Juvenile Product
				AgentName	CurrentOwnerNa	

MDC IPMaster

Page 3 of 4

Trademark 4 Line Case Print

Monday, May 02, 2005

TRADEMARK STANDARD CASE PRINT

CountryName	StatusDescription	ApplicationNumber	RegistrationNumber	PublicationDate
DocketNumber		ApplicationDate	RegistrationDate	ExpirationDate
United States	Registered	76/062118	2526974	10/16/2001
T00608-US	REG NAT	6/2/2000	1/8/2002	1/8/2012
		AttorneyName David R. Josephs	ClientName	Sunshine Kids Juvenile Product
		AgentName	CurrentOwnerNu	

Criteria #Name?

Order by #Name?

Record Count 13