

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SMALL MIRACLES, INC.		10/02/2007	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	SMALL MIRACLES LIMITED
Street Address:	UNIT 804-6, 8TH FLOOR, ENERGY PLAZA
Internal Address:	NO. 92, GRANVILLE ROAD, TSIMSHATSUI
City:	KOWLOON
State/Country:	HONG KONG
Entity Type:	CORPORATION: HONG KONG

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2420603	SMALL MIRACLES
Registration Number:	2789761	LET'S PRETEND!

CORRESPONDENCE DATA

Fax Number: (816)412-9393
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 816.842.8600
 Email: TRADEMARK@STINSON.COM
 Correspondent Name: TIMOTHY J. FEATHERS
 Address Line 1: 1201 WALNUT, SUITE 2800
 Address Line 2: STINSON TRADEMARK ADMINISTRATOR
 Address Line 4: KANSAS CITY, MISSOURI 64106-2150

ATTORNEY DOCKET NUMBER:	801151-0004
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DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:

CH \$65.00 2420603

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

TIMOTHY J. FEATHERS

Signature:

/timothy j feathers/

Date:

05/21/2008

Total Attachments: 13

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Dated the _____ day of _____ 2007.

SMALL MIRACLES, INC

(as Assignor)

and

SMALL MIRACLES LIMITED

(as Assignee)

Assignment of Intellectual Property

ROBIN BRIDGE & JOHN LIU
Solicitors & Notaries,
5th & 6th Floors, Wincome Centre
39 Des Voeux Road Central
Hong Kong
Tel: (852) 2810-8728
Fax: (852) 2521-5700
Ref: AT/32485/UL/ky

COPY.

1st Draft: 14th September 2007

THIS ASSIGNMENT is dated the 2nd day of October 2007 and is made

BETWEEN:-

1. SMALL MIRACLES, INC, a company with limited liability incorporated under the laws of the State of Missouri, the United States of America whose registered office/principal place of business is situate at 1034 1/2 Lake Street, #204 Oak Park, IL 60301, USA (the "Assignor"); and
2. SMALL MIRACLES LIMITED, a company incorporated in Hong Kong whose registered office address is situate at Unit 804-6, 8th Floor, Energy Plaza, No.92, Granville Road, Tsimshatsui, Kowloon, Hong Kong (the "Assignee").

WHEREAS:-

- (A) The Assignor is the legal and beneficial owner and the owner on record of the registered trade marks in the United States and the European Community, particulars whereof are set out in Schedule 1 hereto ("the Trade Marks"), and the legal and beneficial owner of the copyright works, particulars of which are set out in Schedule 2 hereto ("the Works") (collectively known as "Intellectual Property").
- (B) The Assignee was intended to be a joint venture between Assignor and Wong Hau Plastic Works & Trading Company, Limited ("Wong Hau") pursuant to a joint venture agreement dated 2nd February 2007 between the Assignor and Wong Hau.
- (C) By agreement between the Assignor and Wong Hau, both of them relinquish their rights to subscribe to the shares in the Assignee in favour of Michael Broer de Jong, Tong Shing Jing John and Tong Wai Ki, who later became shareholders of the Assignee ("the Shareholders").
- (D) By an agreement dated [26th September, 2007], it is agreed amongst that Shareholders, the Assignor and Wong Hau, inter alia, that the Assignor will sell and transfer the Intellectual Property to the Assignee at a consideration of US\$180,000.00.

NOW THIS ASSIGNMENT WITNESSES as follows :-

1. **ASSIGNMENT**

- 1.1 In consideration of the payment by the Assignee of the sum of US\$180,000.00 in the manner stipulated in Clause 6 hereinbelow:-

1.1.1 the Assignor, as legal, registered and beneficial owner and proprietor of the Trade Marks, hereby assigns unto the Assignee all the Assignor's property, right, title and interest of, to and in the Trade Marks including all common law and equitable rights connected therewith; and (i) together with the goodwill of the business relating to the goods in respect of which the Trade Marks registered and the right to market the goods in the same distinctive get-up as the Assignor has hitherto done to hold the same unto and to the use of the Assignee absolutely for the residue of the term for which the Trade Marks is registered and any extensions of such term provided that the Assignor shall have no obligation to pay for any extension and (ii) TO THE INTENT that the Assignor shall retain no benefit or right whatsoever in the above subject matters all of which are hereby assigned to the Assignee absolutely AND to the extent that any of the foregoing are incapable of assignment or are not fully or effectively assigned hereunder, the Assignor declares that each of them holds the same on trust for the Assignee absolutely and beneficially;

1.1.2 the Assignor, as legal and beneficial owner and proprietor of the Works, hereby assigns unto the Assignee all the Assignor's property, right, title and interest of, to and in the Works being the exclusive right to do and to authorize others to do any and all acts restricted by the UK Copyright Act 1956 as extended to Hong Kong prior to 1st July, 1997 and the Copyright Ordinance, Cap. 528 Laws of Hong Kong in relation to the Works in Hong Kong together with copyright in all other countries of the world (and/or any similar rights in countries where such rights exist) for the whole term of such copyright including any extensions or renewals thereof; and

1.1.3 the Assignor shall assign all the Assignor's property, right, title and interest of, to and in the future copyrights and all rights in the nature of copyright in all and any designs of clothing that may be brought into existence by employees of the Assignor or by independent authors on the commission of the Assignor for which the Assignor is the beneficial owner being the exclusive right to do and to authorize others to do any and all acts restricted by the Copyright Ordinance, Cap. 528 Laws of Hong Kong in relation to such copyright works in Hong Kong together with copyright in all other countries of the world (and/or any similar rights in countries where such rights exist) for the whole term of such copyright including any extensions or renewals thereof.

2. ANTECEDENT MATTERS

2.1 For the same consideration mentioned in Clause 1 hereinabove, the Assignor hereby assigns, unto the Assignee all rights of action, claims and interests which have or might have accrued to the Assignor in respect of the Intellectual Property prior to the date of this Assignment and the Assignor hereby irrevocably appoints the Assignee to be their attorney for the commencement and prosecution of legal and other proceedings and for the taking of any other

necessary actions for the enforcement or recovery of such rights, claims and interests.

3. WARRANTIES

3.1 The Assignor represents and warrants to the Assignee that :-

- (1) all information supplied to the authorities of the jurisdiction at which the Trade Marks are registered in connection with registration of the Trade Marks are true and correct;
- (2) the Trade Marks are duly and validly registered in the jurisdictions set out in the Schedule I hereto;
- (3) the Assignor is the exclusive legal, registered and beneficial owner of the Trade Marks and the exclusive legal and beneficial owner of the Works free of any charge, mortgage, contingent assignment or other encumbrance or interest or claim of any third party;
- (4) subject to compliance with all applicable trade mark registry rules, regulations and practices, whether in the jurisdiction set out in the Schedule I hereto and elsewhere, the Trade Marks are not subject to any restriction on transfer;
- (5) no licence, registered user, waiver or other rights has been granted in respect of the Intellectual Property and no agreement has been entered into by the Assignor for so doing;
- (6) the Intellectual Property is valid and enforceable, with no past or present default on the part of the Assignor or past or present acquiescence in the activities of third parties as would adversely affect such validity or enforceability, and with, in the case of such Intellectual Property as is registered, all renewal fees has been paid.
- (7) the Assignor has taken all necessary actions to maintain the Intellectual Property and the Intellectual Property is not being infringed or attached or opposed, or the subject of any claim for ownership or compensation, by any person on any grounds;
- (8) the Assignor has full power to assign the Intellectual Property to the Assignee in the manner set out in this Assignment; and
- (9) the execution and delivery of this Assignment will not violate any instrument to which the Assignor is a party or by which any of their assets are bound.

4. **UNDERTAKINGS**

4.1 The Assignor covenants and undertakes to indemnify the Assignee against any costs (including all legal costs on solicitors-and-own-client basis), expenses or other liabilities which the Assignee may incur in connection with :-

- (1) the settlement of any claim that any of the warranties contained in Clause 3.1 are untrue or misleading or have been breached;
- (2) any legal proceedings in which the Assignee claims that any of the warranties contained in Clause 3.1 are untrue or misleading or have been breached and in which judgment is given for the Assignee; or
- (3) the enforcement of any such settlement or judgment.

5. **FURTHER ASSURANCE AND POWER OF ATTORNEY**

5.1 The Assignor shall promptly execute and do all such assurances, acts, deeds and things as the Assignee may require in obtaining the full benefits of this Assignment and in vesting in the Assignee all the Assignor's property, right, title and interest of, to and in the Intellectual Property.

5.2 The Assignor shall execute and do all such assurances, acts, deeds and things as the Assignee may require and procure other relevant parties so to do for (i) protecting or perfecting the assignment of the Intellectual Property as herein provided; (ii) registering the Assignee as the owner/proprietor of the Trade Marks and (iii) perfecting, preserving or protecting all or any of the rights, powers or remedies hereby conferred upon the Assignee.

5.3 The Assignor hereby irrevocably appoints, as security for the performance of its obligations hereunder, as from the date of this Assignment, the Assignee to be its lawful attorney to take all necessary actions in the name of the Assignor or in the Assignee's own name to enter into and execute any instrument or document which may be required for (i) effecting and completing the assignments of the Intellectual Property herein and (ii) registering the Assignee as the owner/proprietor of the Trade Marks, with full power (in each case) to exercise all or any of the powers of the Assignor in connection therewith. The Assignor hereby undertakes to ratify and confirm any instrument and act which the Assignee as such attorney may execute or do.

6. **PAYMENT**

6.1 In consideration of the assignment of the Intellectual Property under this Assignment, the Assignee shall pay to the Assignor the sum of US\$180,000.00.

- 6.2 As at the date of execution of this Assignment, the Assignor is indebted to the Assignee for a sum of US\$ [180,000.00] more particularly set out in Schedule 3 hereto ("the Indebtedness").
- 6.3 The Assignee shall pay the sum of US\$180,000.00 referred to in Clause 6.1 hereof by setting off the said sum against the Indebtedness. The setting off of this sum of US\$180,000 against the Indebtedness shall operate as a complete discharge of the Assignor's obligation under Clause 6.1 hereof.
- 6.4 For the avoidance of doubt, SMI shall continue to be liable to the Assignor and be responsible for the balance of the Indebtedness (if any,) after setting off the said sum of US\$180,000.00.

7. **SUCCESSORS AND ASSIGNS**

- 7.1 This Assignment shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

8. **GOVERNING LAW AND JURISDICTION**

- 8.1 This Assignment shall be governed by and construed in all respects in accordance with the laws of Hong Kong Special Administrative Region.
- 8.2 Each party hereto irrevocably agrees that the Court of First Instance of the High Court of the Hong Kong Special Administrative Region shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes which may arise out of or in connection with this Assignment and for such purposes irrevocably submits to the non-exclusive jurisdiction of such courts.

IN WITNESS WHEREOF the parties hereto have executed this Assignment the day and year first above written.

THE ASSIGNOR

SEALED with the Common Seal of and)
signed by Michael Broer De Jong)
and on behalf of SMALL MIRACLES, INC)
in the presence of :-)

for → *MB de J*
Cock Park, USA
October 2, 2007

THE ASSIGNEE

SEALED with the Common Seal of and)
signed by Tong Shing Jing John)
for and on behalf of SMALL MIRACLES)
LIMITED in the presence of :-)

) *Tong Shing Jing*

SCHEDULE 1

Particulars of the Trade Marks

Trade Mark	Country	Class	Registration No.	Goods/Services
SMALL MIRACLES	United States	25	242063	dress-up playwear costumes for children; children's dress-up apparel for creativity play, namely, costumes
LET'S PRETEND	United States	25	2789761	dress-up playwear costumes for children; children's dress-up apparel for creativity play, namely, costumes
SMALL MIRACLES	European Community	25, 26, 28	001728047	(i) Class 25 - clothing, footwear, headgear (ii) Class 26 - Lace and embroidery, ribbons and braid, buttons, hooks and eyes, pins and needles; artificial flowers; (iii) Class 28 - games and playthings; gym mastic and sporting articles not included in other classes; decorations for Christmas

SCHEDULE 2

Particulars of the Works

Item No.	Description
PG 2	FIREFLY FAIRIES
20380	Lavender Fairy Top
10420	Lavender/Mint Fairy Skirt
12040	Rainbow Fairy Wing
13060	Rainbow Wand
20330	Pink Fairy Top
10430	Pink Fairy Tutu
12050	Pink Fairy Glitter Wings
PG 3	BRIMMING WITH BUTTERFLY FAIRIES
10030	Fairy Skirt
60030	Butterfly Tiara
10060	Long Chiffon Skirt
20060	Suntop
12010	Fairy Wings
90010	Chandelle Boa
70070	Lavender Heart Jewelry Set
PG 4-5	TUTU CUTE
10440	Light-Up Tutu
10450	Pink StandOut Tutu
10460	Long White Tutu
20290	Pink Ballet Top
20300	White Ballet Top
13050	Ribbon Wand
13040	Light-Up Wand
15100	NEW-Light-Up Tutu Deluxe Gift Set
PG 6	PRETTY AS A PRINCESS
10480	Classic Princess Gown
10630	NEW-Princess Fullness Slip
30190	NEW-Ultimate Pink Cape
60180	Pink Princess Hat
60020	Tiara w/Roses
PG 7	ENCHANTED EVENING
10330	Blue Belle Gown
10290	Enchanted Evening Gown
20350	Pink Marabou Top
10500	Pink Marabou Skirt
90020	White Chandelle Boa

PG 8-9	COMING UP ROSES
10080	Net Skirt
20030	Suntop
90000	Pink Chandelle Boa
60020	Tiara w/Roses
20040	Poof Sleeve Blouse
10090	Handkerchief Skirt
30020	Short Cape
11000	Gloves
60170	Pink Rose Hairpiece
10280	Pink Net Skirt
20220	Pink Rose Top

PG 10	BALLERINA GIRL
10520	Lavender Chiffon Tutu
20360	Lavender Lycra Top
10160	Ballerina Girl Tutu w/Flowers
20130	Ballerina Girl Suntop
60100	Ballerina Girl Tiara
80020	Lavender Heart Purse

PG 11	TIME TO TWIRL
10170	Time to Twirl Skirt
20140	Time to Twirl Blouse
90050	Iridescent Boa
10570	NEW-Lavender Sparkle Twirl Dress

PG 12	PRETTY IN PINK
12000	Glitter Wings
10070	Pink Star Ballet Dress
20370	Pink Star Top
10530	Pink Chiffon Tutu Skirt
60010	Crown Beads Tiara
80000	Pink Sequin Purse
90040	Pink Marabou Boa

PG 13	HAVE A HEART
10140	Heart Poof Skirt
30060	Heart Cape/Mar
20120	Heart Suntop
10350	Queen of Hearts Ballerina Dress
80060	Heart Purse
60090	Heart Tea Hat
70010	Jewelry Set
13010	Have a Heart Wand

PG 14	TIME FOR TEA
10180	Pink Tulle Gathered Skirt
20150	Pink Flower Top
60070	Chandelle Tea Hat
10540	Pink/Yellow Chiffon Handkerchief Skirt
20020	Pink Sequin Suntop
70000	Pearl Jewelry Set

PG 15		MISS BEAUTY QUEEN
10550	Beauty Queen Gown and Sash	
60000	Simple Tiara	
30200	NEW-Beauty Queen Fur Stole	

PG 16		ENSEMBLES
HS002	Dance Hall Diva	
HS008	Pink Rose Ballerina	
99910	NEW-Ultimate Beauty Queen Ensemble	

PG 17		TUTU PLAY SETS-NEW
17010	Fairy Tutu Playset	
17020	Princess Tutu Playset	
17030	Ballet Tutu Playset	

PG 18-20		TRUNKS & TOTES
15001	NEW-Pirate Treasure Chest	
15010	Ballerina Tote Set	
15013	NEW-Pink Retro Vanity Case	
15020	Daisy Tote Set	
15022	15 Piece Fantasy Tote	
15025	Princess Elegance Costume Trunk	
15030	Dress Up Dreams Trunk Set	
15040	Lavender Satin Tote Set	
15052	Out On the Town Trolley	
15053	Ballet Trolley	
50090	NEW-6 Pair Shoe Tote	

PG 21		SHOE SHOP
50013	Pink Ballet Slippers-S/M	
50014	Pink Ballet Slippers-M/L	
50023	Silver Sandal w/Pink Marabou-S/M	
50024	Silver Sandal w/Pink Marabou-M/L	
50053	Sequin Sandal w White/Marabou-S/M	
50054	Sequin Sandal w White Marabou-M/L	
50083	Silver Sandal w/Lavender Marabou-S/M	
50084	Silver Sandal w/Lavender Marabou-M/L	
50020	Lavender Satin Shoe Tote	
50030	Pink Satin Shoe Tote Set	

PG 22-23		GOWNS
40323	Fairy Flutter-S/M	
40324	Fairy Flutter-M/L	
40173	Fashion Bride Set-New S/M	
40174	Fashion Bride Set-New M/L	
40183	Storybook Princess-S/M	
40184	Storybook Princess-M/L	
40193	Prima Ballerina-S/M	
40194	Prima Ballerina-M/L	

PG 24-35	LET'S PRETEND-Careers, Capes and Fun!
15001	NEW- Pirate Treasure Chest
40000	Fire Fighter
40010	Police Officer
40020	Vet
40030	Construction Worker
40040	Doctor
40050	Knight
40060	King
40080	Wizard
40090	Magician
40100	Dragon
40120	Cowboy
40130	Cowgirl
40160	Hairdresser
40210	Waitress
40240	Pilot
40270	Mermaid
40340	Classic Pirate
40350	ER Specialist
40360	Astronaut
40370	Teacher
40380	Rockin' 50's Poodle Skirt Set
40390	NEW-Student Wizard
40400	NEW-Master Chef
40410	NEW-Sugarplum Pastry Chef
40420	NEW-Caribbean Seas Pirate Girl
40450	NEW-Lucky Diamond Race Car Driver
40460	NEW-Dinosaur Explorer

PG 36	NEW-LITE UP FUN
10610	NEW-Hula Party Light Up Luau Skirt
70080	NEW-Hula Party Light Up Luau Lei
10611	NEW-Hula Party Light Up Fun Deluxe Set

ACCESSORY LISTING

PG 37-40	Gloves
11000	Gloves
	Wands & Wings
12000	Glitter Wings
12010	Fairy Wings
12040	Lavender Rainbow Fairy Wing
12050	Pink Butterfly Wings
13000	Sequin Star Wand
13010	Silver Heart Wand
13060	Lavender Rainbow Wand
13050	Ribbon Wand
13040	Lite Up Wand
	Tiara's , Hat's & Hairpieces
60000	Simple Tiara
60010	Crown Beads Tiara

60120	Iridescent Daisy Tiara
60020	Tiara w/Roses
60030	Tiara w/Butterflies
60070	White Tea Hat
60090	Chiffon Hat
60100	Ballerina Tiara
60180	Pink Princess Hat
	Jewelry
70000	Pearl Jewelry Set
70010	Pink Heart Jewelry Set
70070	Lavender Heart Jewelry Set
	Purses
80000	Pink Sequin Purse
80020	Lavender Heart Purse
80040	Multi Sequin Purse
80060	Sequin Heart Purse
	Boa's
90000	Pink Chandelle Boa
90020	White Chandelle Boa
90010	Lavender Chandelle Boa
90040	Pink Marahou Boa
90050	Iridescent Boa

PG 40	FIXTURES
14000	Glamour Girl Fixture
14020	T-Stand Fixture