

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
International Playthings, Inc.		11/14/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Epoch Acquisition Sub LLC
Street Address:	75D Lackawanna Avenue
City:	Parisippany
State/Country:	NEW JERSEY
Postal Code:	07054
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2117396	
Registration Number:	2979875	GIBBERISH
Registration Number:	3097760	PLAY GOURMET
Registration Number:	3106362	BLOCK-ABLES
Registration Number:	3095310	BUILDING ABILITIES
Registration Number:	3231557	JEWEL OF TRUTH
Registration Number:	3341857	JUMBO-NETICS
Registration Number:	3379673	SPIN & TRAP
Registration Number:	3344319	SUPER SKIPPER
Registration Number:	2795741	EARLYEARS
Registration Number:	2674982	EARL E. BIRD
Registration Number:	2686224	DESIGNED FOR DEVELOPING YOUNG MINDS
Registration Number:	2923675	I PLAY
Registration Number:	2732861	CHUBBIES

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Registration Number:	2843902	IMAGINETICS
Registration Number:	2978642	INSTANT MAGIC
Registration Number:	2885250	SOFT STUFF
Registration Number:	2910905	GAMES ON THE GO
Registration Number:	2958594	ZOOPS!
Registration Number:	2958595	ZOOPS!
Registration Number:	3496522	KITCHEN LITTLES
Registration Number:	3495378	TOYS...THAT MAKE A DIFFERENCE!
Serial Number:	78608935	SHOW OFF!
Serial Number:	77138678	PLAYDATE CENTRAL

CORRESPONDENCE DATA

Fax Number: (206)359-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 206 359-8000
Email: pctrademarks@perkinscoie.com
Correspondent Name: Lynne E. Graybeal, Perkins Coie LLP
Address Line 1: 1201 Third Avenue
Address Line 2: Suite 4800
Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:	68772-0001.0004
NAME OF SUBMITTER:	Lynne E. Graybeal
Signature:	/Lynne E.Graybeal/
Date:	12/03/2008

Total Attachments: 5
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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, International Playthings, Inc., a Delaware corporation, having a place of business at 75D Lackawanna Avenue, Parsippany, New Jersey, 07054 ("**Assignor**"), has adopted and used in its business and is the sole and exclusive owner of certain trademarks, including without limitation, any and all trademarks used in connection with its business, including common law trademarks and each of the trademarks (as applicable) listed in Schedule 3.11(b) of the Asset Purchase Agreement, dated September 19, 2008, by and between Assignor and Epoch Acquisition Sub LLC ("**Assignee**") and incorporated herein by reference, all of which listed trademarks are registered or applied for in the United States Patent and Trademark Office, registered with the Secretary of State for the State of New Jersey, or applied for or registered in Canada with the Canadian Intellectual Property Office, under the registration or application numbers listed in Schedule 3.11(b) and Exhibit 1 attached hereto (all of such trademarks, including common law trademarks, registrations and applications for registration are herein referred to as the "**Trademarks**");

WHEREAS, Assignee, a Delaware limited liability corporation, having a place of business at 75D Lackawanna Avenue, Parsippany, New Jersey 07054, desires to acquire the entire right, title and interest in and to each of the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby assigns to the Assignee, its successors and assigns, all of the right, title and interest in and to the Trademarks, including without limitation, the common law rights, applications and registrations, together with the goodwill and the portion of the ongoing business associated with or symbolized by the Trademarks, all rights of action resulting from prior infringement or other unauthorized use of the Trademarks, and all rights as a party in any opposition or similar proceeding.

Assignor agrees(1) not to use or apply to register any domain name, trademark or service mark which is the same as or confusingly similar to the Trademarks anywhere in world; (2) not to challenge Assignee's use, registration and further application of the Trademarks; and (3) to timely execute all necessary documents to give effect to this Trademark Assignment Agreement.

This Trademark Assignment Agreement shall inure to the benefit of and be binding upon Assignee and Assignor and their respective successors and assigns. This Trademark Assignment Agreement may be executed and delivered in one or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement.

[Signatures Appear on Following Page.]

2)

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Trademark Assignment Agreement as of this 14 day of November, 2008.

INTERNATIONAL PLAYTHINGS, INC.

By: _____
Name: _____
Title: _____

Agreed to and Accepted by:

EPOCH ACQUISITION SUB LLC

By: K. Yabuuchi
Name: Kouji Yabuuchi
Title: Authorized Representative

Exhibit 1
U.S. Trademark Registrations and Applications Therefor

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
International Playthings Logo	75/083,395	3/29/1996	2,117,396	12/2/1997
GIBBERISH	78/376,445	3/1/2004	2,979,875	7/26/2005
PLAY GOURMET		4/14/2005	3,097,760	5/20/2006
BLOCK-ABLES	78/608,737	4/14/2005	3,106,362	6/20/2006
BUILDING ABILITIES	78/609,567	4/15/2005	3,095,310	5/23/2006
JEWEL OF TRUTH	78/748,174	7/25/2006	3,231,557	4/17/2007
JUMBO-NETICS	78/866,623	4/21/2006	3,341,857	11/20/2007
SPIN & TRAP	78/939,876	7/28/2006	3,379,673	2/5/2008
SUPER SKIPPER	78/962,507	8/29/2006	3,344,319	11/27/2007
EARLY YEARS	76/396,761	4/17/2002	2,795,741	2/16/2003
EARL E. BIRD	76/396,532	4/18/2002	2,674,982	1/14/2003
DESIGNED FOR DEVELOPING MINDS	76/396,881	4/18/2002	2,686,224	2/11/2003
IPLAY and Design	76/344,977	2/5/2001	2,923,675	2/1/2005
CHUBBIES	76/214,981	2/26/2001	2,732,861	7/1/2003
IMAGNETICS	78/147,874	7/26/2002	2,843,902	5/18/2004
INSTANT MAGIC	78/230,869	3/27/2003	2,978, 642	7/26/2005
SOFT STUFF	78/232,507	4/1/2003	2,885,250	9/14/2004
GAMES ON THE GO	78/322,296	11/3/2003	2,910,905	12/14/2004
ZOOPS!	78/326,893	11/12/2003	2,958,594	5/31/2005
ZOOPS! and Design	78/326,898	11/12/2003	2,958,595	5/31/2005
KITCHEN	77/103,698	2/9/2007	3,496,522	9/2/2008

LITTLES				
TOYS...THAT MAKE A DIFFERENCE	77/377,136	1/22/2008	3,495,378	9/2/2008
SHOW OFF!	78/608,935	4/14/2005		
PLAYDATE CENTRAL	77/138,678	3/23/2007		

State Registration

Mark	<u>State</u>	Reg. No.	Reg. Date
<u>INTERNATIONAL PLAYTHINGS, INC. & Design</u>	New Jersey	20556	2/2/2001

Canadian Trademark Registrations and Applications Therefor

Mark	App No.	Filing Date	Reg. No.	Reg. Date
<u>EARLY YEARS</u>	<u>1195987</u>	<u>11/5/2003</u>	<u>TMA625438</u>	<u>11/15/2004</u>
<u>IMAGINETICS</u>	<u>11959886</u>	<u>11/5/2005</u>	<u>TMA714825</u>	<u>5/21/2008</u>
<u>CALICO CRITTERS</u>	<u>1325296</u>	<u>11/22/2006</u>		