

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
Blue Opal Australia Pty. Ltd.		05/29/2008	CORPORATION: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Blue Opal Puzzles and Games Pty. Ltd.		
Street Address:	14 Abbott Street		
City:	Alphington, Victoria		
State/Country:	AUSTRALIA		
Postal Code:	VIC 3078		
Entity Type:	CORPORATION: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2286502	IMAGINIFF...	
CORRESPONDENCE DATA			
Fax Number:	(408)558-9960		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	408-558-7890		
Email:	efiler@iplo.com		
Correspondent Name:	Michael J Hughes		
Address Line 1:	95 South Market Street, Suite 570		
Address Line 2:	IPLO Intellectual Property Law Office		
Address Line 4:	San Jose, CALIFORNIA 95113		
ATTORNEY DOCKET NUMBER:	60384.2001.01		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

OP \$40.00 2286502

900145887

**TRADEMARK
 REEL: 004082 FRAME: 0625**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Michael J. Hughes

Signature:

/MJH18/

Date:

10/21/2009

Total Attachments: 6

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Dated 29 May 2008

Transfer Agreement

Parties

Blue Opal Australia Pty Ltd
ACN 075 955 485

Blue Opal Puzzles and Games Pty Ltd
ACN 004 394 450

Agreement dated 29 May 2008

Parties **BLUE OPAL AUSTRALIA PTY LTD** ACN 075 955 485
14 – 20 Abbott Street, Fairfield, Victoria, 3078
(BOA)

BLUE OPAL PUZZLES AND GAMES PTY LTD ACN 004 394
450 of 14 – 20 Abbott Street, Fairfield, Victoria, 3078
(BPG)

Introduction

- A. BOA has agreed to transfer its Assets and the Business to BPG.
- B. The business is to be transferred to BPG as a Going Concern.
- C. The value of the assets to be transferred is to be based on the independent Business Valuation performed by Cottle and Hickie, Certified Practising Accountants.
- D. In order to reduce the inter company loan owed by BPG to BOA, BOA will transfer all of its liabilities to BPG.
- E. All Licence Agreements held by BOA will also be transferred to BPG.
- F. The transfer of the Assets and the Business is part of a simplification of the Blue Opal Group structure.

It is agreed

1. Definitions and interpretation

1.1 Definitions

In this Deed:

- (1) **Assets** means the tangible current and non current assets of BOA used in the business on 31 May 2008, and also comprising:
 - (a) the goodwill of the Business including any Know-how, customer information and Technical Data used in connection with the Business; and
 - (b) the Licence Agreements used in connection with the Business at the date of this Agreement.

- (2) **BOA** means Blue Opal Australia Pty Ltd
- (3) **Business** means the business of importation and wholesaling of games and puzzles carried on by BOA;
- (4) **Completion** means the performance of the acts set out in clause 3 to be performed on the Agreement Date;
- (5) **Employees** means the persons employed by BOA in the Business at the date of this Agreement;
- (6) **Encumbrance** means any legal or equitable interest or power:
 - (a) reserved in or over any Asset or any interest in any Asset;
or
 - (b) created or otherwise arising in or over any Asset or any interest in any Asset under a transfer, bill of sale, mortgage, fixed or floating charge, lien (other than repairer's liens which will be discharged by BOA in the ordinary course), pledge, trust or power;

by way of security for the payment of a debt, any other pecuniary obligation or the performance of any other obligation;
- (7) **GST** means goods and services tax as defined and levied under the GST Act;
- (8) **Indemnities** means the indemnities set out in clause 5;
- (9) **Liability** includes a present, prospective or contingent liability;
- (10) **BPG** means Blue Opal Puzzles and Games Pty Ltd;
- (11) **Warranties** means the warranties set out in clause 4.

2. Risk and property

- 2.1 The title in and right to possession of the Assets passes to BPG on 29 May 2008.
- 2.2 The Assets are at the risk of BPG from the date of this Agreement.

3. Completion

- 3.1 At Completion, BOA must deliver the Assets and the Business to BPG by giving to BPG possession of the Assets and leaving the following at the Business Premises:

- (1) all Business Records (including a complete and up-to-date list of customers and suppliers, all records of Transferring Employees and records relating to each item of plant);
- (2) such assignments or novations of contracts relating to the Business (if any) as it has then obtained together with the originals or counterparts of all contracts held by BOA;
- (3) all permits, registrations, licences and documents, if any, held by BOA which are necessary to enable BPG legally and effectively to carry on the Business;
- (4) all documents signed by BOA that may be required to enable BPG to apply for the transfer into its name of all permits, registrations, licences and documents referred to in clause 3.1(3);
- (5) all keys and codes required to gain access to all computer systems and all other property sold under this Deed.

4. Warranties

- 6.1 BOA warrants to BPG that to the best of BOA's knowledge, information and belief it has the legal right and power to enter into this Agreement and to transfer the Assets and there is no Encumbrance over them which has not previously been disclosed to BPG.

5. Indemnities

- 5.1 BPG indemnifies BOA against all Liabilities and the cost of all demands, actions and other proceedings against BOA (including legal costs on a solicitor and own client basis) arising directly or indirectly as a result of or in connection with, any breach or non-performance by BPG of the obligations of BPG, whether express or implied, under this Agreement.

6. Employees

- 6.1 All employees of BOA will transfer employment to BPG on the Transfer Date.
- 6.2 BPG assumes all sick leave, long service leave and holiday pay obligations in respect of the Transferring Employees on the basis that there has been a transmission of the Business and that the past service of each Transferring Employee with BOA is, for these purposes, taken to be service with BPG.
- 6.3 BPG indemnifies BOA against all claims for salary and wages, long service leave, sick leave, holiday pay (including applicable loadings), redundancy payments, severance payments, superannuation and other

entitlements which are or may become payable to the Transferring Employees from the opening of business on the Transitional Date, whether under any contract of employment, award or otherwise.

7. GST on Assets Transfer

- 7.1 As the Assets and Business is to be transferred to BPG as a Going Concern it is not anticipated that GST will apply to the sale by BOA or the purchase by BPG.

8. Preservation of business records

- 8.1 BPG must preserve the Business Records received for 7 years and BOA, may inspect and obtain copies of those records for taxation purposes or for litigation.

9. Further assurance

- 9.1 Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Deed.


10. Governing law and jurisdiction

- 10.1 The law of Victoria governs this Deed.
- 10.2 The parties submit to the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.

Executed as an Agreement and delivered on the date shown on the first page.

Executed by **Blue Opal Australia Pty Ltd** ACN 075 955 485 in accordance with section 127 of the *Corporations Act 2001*:

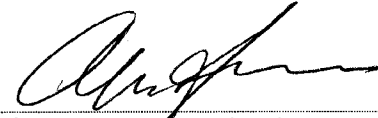
Alexander John Holzer
Name of sole director and sole company secretary



Sole director and sole company secretary

Executed by **Blue Opal Puzzles and Games Pty Ltd** ACN 004 394 450 in accordance with section 127 of the *Corporations Act 2001*:

Alexander John Holzer
Name of sole director and sole company secretary



Sole director and sole company secretary