

TRADEMARK ASSIGNMENT

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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
07-12690, Inc.		07/21/2010	CORPORATION:
RECEIVING PARTY DATA			
Name:	Whitewater West Industries Ltd.		
Street Address:	6700 McMillan Way		
City:	Richmond, British Columbia		
State/Country:	CANADA		
Postal Code:	V6W1J7		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2374224	SCS INTERACTIVE	
CORRESPONDENCE DATA			
Fax Number:	(714)427-7799		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	hscott@swlaw.com		
Correspondent Name:	J. Rick Tache		
Address Line 1:	600 Anton Boulevard		
Address Line 2:	Suite 1400		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	57937-1100		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

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**TRADEMARK
 REEL: 004253 FRAME: 0817**

Address Line 4:

NAME OF SUBMITTER:

J. Rick Tache

Signature:

//J. Rick Tache//

Date:

08/03/2010

Total Attachments: 4

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ASSIGNMENT OF TRADEMARK

WHEREAS, Koala Corporation, KoalaPlay Group, Inc., and SCS Interactive, Inc., each having a place of business at 12000 E. 47th Avenue, Suite 400, Denver, Colorado 80239, were the collective owner of the entire interest in and to the trademark listed on Schedule A attached hereto ("Trademark");

WHEREAS, pursuant to a court order of August 28, 2007, such entities were consolidated in CONSOLIDATED KOALA, having a place of business at 12000 E. 47th Avenue, Suite 400, Denver, Colorado 80239, became the collective owner of the entire interest in and to the Trademark;

WHEREAS, pursuant to an Assignment Agreement dated September 4, 2007, 07-12690, Inc., a Colorado corporation, having its principal offices at 12000 East 47th Street, Suite 400 Denver, Colorado 80239 ("Assignor"), became the owner of all right, title, and interest in and to the Trademark; and

WHEREAS, Whitewater West Industries Ltd., a corporation of Canada, having a principal place of business at 6700 McMillan Way, Richmond, B.C. Canada V6W 1J7 ("Assignee"), is desirous of acquiring all rights to the Trademark, including all common-law rights thereto.

NOW, THEREFORE, be it known that for certain good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged.

Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Trademark, together with all goodwill associated therewith, free and clear of all liens, mortgages,

options, charges, title defects, security interests and similar encumbrances, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all causes of action (in law or equity), claims, demands and any other rights for, or arising from any past, present or future infringement, of the Trademark, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.

Assignor warrants that no assignment has been made of the Trademark to a party other than Assignee and is under no obligation to make any assignment of the Trademark to any other party.

Assignor, at Assignee's expense, agrees to execute, acknowledge and deliver, on appropriate forms to satisfy any requirements as may be prescribed by the applicable agency or authority or, in the absence of any requirements, as may be appropriate under the circumstances, assignments of the Trademark and all registration and applications therefore. Upon Assignee's reasonable request, Assignor, at Assignee's expense, agree to take all other action as may be necessary, advisable and appropriate to implement, register or perfect or otherwise notify all appropriate governmental agencies and authorities of the assignments contained in this Assignment.

If any provision of the assignment is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provision will, nevertheless, be binding and enforceable. The provisions of this assignment shall inure to the benefit of, and be binding upon, the successors, assigns, and administrators of the parties to this assignment.

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of the Assignor and Assignee, does hereby execute this assignment to take effect on the 21st day of June, 2010.

ASSIGNOR

07-12690, Inc

Name: [Signature]

Title: President

_____))
_____)) ss.
Richmond, B.C.)

On this 21 day of July, 2010, before me, a Notary Public, appeared Crest Chatter, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and is known to me as a person authorized to sign singly on behalf of the Assignor; and acknowledged that he signed and delivered the document as his free and voluntary act for the uses and purposes therein set forth.

By: [Signature]

Notary Public

My commission expires:

N/A

MARIE-LOUISE FAST (STOLZ)
BARRISTER & SOLICITOR *(for only)*
6780 8171 ACKROYD RD.
RICHMOND, B.C. V6X 3K1
Phone (604) 273-6424

SCHEDULE A

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>
U.S.	SCS INTERACTIVE	2,374,224

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