

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/14/2008

CONVEYING PARTY DATA

Name	Execution Date
Plaja International, LLC	06/05/2008
Jason R. Johnson	05/15/2008
Adam W. Kittelson	06/05/2008

RECEIVING PARTY DATA

Name:	SWT Acquisition, LLC dba Small World Toys
Street Address:	5711 Buckingham Parkway
City:	Culver City
State/Country:	CALIFORNIA
Postal Code:	90230

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	D558839
Patent Number:	D559338
Patent Number:	D559340
Patent Number:	D559341
Patent Number:	D564049
Patent Number:	D564050
Application Number:	11742557

CORRESPONDENCE DATA

Fax Number: (310)282-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 310-282-2000 x2108
Email: krogers@loeb.com

PATENT

500609469

REEL: 021316 FRAME: 0893

CH \$280.00 D558839

Correspondent Name: David W. Grace
Address Line 1: 10100 Santa Monica Boulevard
Address Line 2: c/o Loeb & Loeb LLP, Suite 2200
Address Line 4: Los Angeles, CALIFORNIA 90067-4120

ATTORNEY DOCKET NUMBER:

211809-10001

NAME OF SUBMITTER:

David W. Grace

Total Attachments: 8

source=SWT Patent Assignment#page1.tif
source=SWT Patent Assignment#page2.tif
source=SWT Patent Assignment#page3.tif
source=SWT Patent Assignment#page4.tif
source=SWT Patent Assignment#page5.tif
source=SWT Patent Assignment#page6.tif
source=SWT Patent Assignment#page7.tif
source=SWT Patent Assignment#page8.tif

INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, PLAJA INTERNATIONAL, LLC, a Minnesota limited liability company ("PLI"), and Jason R. Johnson and Adam W. Kittelson (the "Founders", and together with PLI, the "Assignors", and each individually an "Assignor"), have adopted, are using and together are the owners of any and all rights, title, interest and goodwill in and to registered and common law trademarks, and any other identifying names and monikers, and any applications and registrations therefor including, but not limited to, the trademarks identified on Exhibit 1 hereto (the "Marks"), copyrights, including, but not limited to, the copyrights listed on Exhibit 1 (the "Copyrights"), trade names, including, but not limited to, the trade names identified on Exhibit 1 (the "Trade Names"), designs, patent applications, issued patents and inventions, including, but not limited to, the designs, patent applications, issued patents and inventions identified on Exhibit 1 (the "Patents") and domain names, including, but not limited to, the domain names identified on Exhibit 1 (the "Domain Names");

WHEREAS, SWT ACQUISITION, LLC (dba Small World Toys), a California limited liability company ("Assignee"), and Assignors entered into that certain Asset Purchase Agreement dated as of May 14, 2008 (the "Purchase Agreement");

WHEREAS, Assignee is desirous of acquiring the Marks, the Copyrights, the Trade Names, the Patents, the Domain Names and all other common law or other intellectual property rights and any goodwill associated therewith or with the operation of the business of PLI (collectively, the "IP Rights");

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignors do hereby assign, sell and transfer unto Assignee all right, title and interest in and to:

(a) the Marks and all common-law rights associated with the Marks, together with the goodwill of the business symbolized by and associated with the Marks, all benefit of the Marks and any other rights appurtenant to any of the foregoing and all registrations thereof;

(b) the Copyrights, including: (i) all rights of Assignors, if any, to obtain registrations, renewals, and extensions of the Copyrights, individually or collectively, that may be secured under the laws now or hereinafter in force and effect in the United States or in any other country or countries; and (ii) any other rights appurtenant to any of the foregoing and all registrations thereof;

(c) the Trade Names and any other rights appurtenant to the Trade Names;

(d) the Patents, and (i) any patent application(s) filed as a continuation, division, or continuation-in-part of the Patents, patents issuing therefrom and reissues, reexaminations and extensions of such patents; (ii) any patent application(s) filed in respect of the inventions that are identified on Exhibit 1 attached hereto; (iii) any foreign counterpart to the Patent(s) and patent applications described in this Section 1(d) (including divisions, continuations, confirmations, additions, renewals or continuations-in-part of such patent applications), patents issuing therefrom and extensions thereof; and (iv) any other rights appurtenant to any of the foregoing and all registrations thereof;

(e) the Domain Names, any other rights appurtenant to the Domain Names and all registrations thereof.

2. Assignors do hereby assign, sell and transfer unto Assignee all rights under the common law and under the statutes of the United States or any other country, to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks and the goodwill associated therewith, the Copyrights, the Trade Names, the Patents, the Domain Names, and all such appurtenant rights.

3. Assignors and Assignee will promptly execute and deliver all documents and authorizations and take all other actions that may be necessary or desirable for transferring to Assignee all right, title and interest in and to the IP Rights, including but not limited to: (a) executing all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to Assignee the right, title and interest conveyed herein, including without limitation, to execute one or more further assignments covering the IP Rights in a form acceptable for recordation in the United States Patent and Trademark Office, the United States Copyright Office and in foreign trademark, patent and copyright offices; and (b) completing, executing or authorizing the transfer of the Domain Names pursuant to the procedures set forth by GoDaddy.com, Inc., as attached hereto at Exhibit 2, as the same may be amended from time to time, or pursuant to the procedures set forth by any other registration authority specified by Assignee.

4. Assignors authorize and request GoDaddy.com, Inc., or any other registration authority, to transfer the Domain Names and the registrations thereof from Assignors to Assignee.

4. Assignors hereby acknowledge that upon transfer of the IP Rights, Assignee shall be the sole and exclusive owner of all right, title and interest in the IP Rights. Assignors agree that from the date of this Agreement forward, neither they, nor any of their agents, assigns, representatives, affiliated companies, partners, or employees, nor any party acting in concert or participation with any of the foregoing, will assert any interest in, use or register with any agency or administrative body, any patent, copyright, trademark, service mark, domain name or trade name that is the same or confusingly similar to any of the IP Rights. Assignors do further consent to the recordation of this Assignment with any governmental agency.

5. This Agreement shall be governed by and construed in accordance with the internal laws (and not the choice-of-law rules) of the State of California. This Agreement may be modified or amended only by a written instrument executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either party except by an instrument in writing signed by the party granting the waiver. This Agreement may be executed in several identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument; in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

(Signature Page Follows)

IN WITNESS WHEREOF, the following Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, effective as of this 14th day of May, 2008.

PLAJA INTERNATIONAL, LLC

By: *Adam W. Kittelson*

Name: Adam W. Kittelson

Title: Authorized Signatory

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

This instrument was acknowledged before me on 15/08 (date) by Adam W. Kittelson (name(s) of person(s)) as Authorized Signatory (type of authority, e.g., officer, trustee, etc.) of PLAJA INTERNATIONAL, LLC (name of party on behalf of whom the instrument was executed).

Pamela J. Day-Dunlop
(Signature of notarial officer)

Notary Public
Title (and Rank)

My commission expires: March 28, 2010

(Seal, if any)



The foregoing assignment of the IP Rights by the foregoing Assignor to the Assignee is hereby accepted, effective as of this 5th day of June, 2008.

SWT ACQUISITION, LLC

By: *John Matise*

Name: John Matise

Title: COO

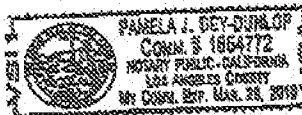
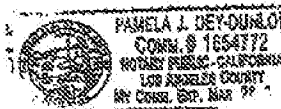
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On July 11, 2008 before me, Pamela J. Day-Dunlop, personally appeared John Matise who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: *Pamela J. Day-Dunlop* (Seal)



AJ72558597.3

IN WITNESS WHEREOF, the following Assignor has executed this assignment, as an instrument under seal, effective as of this 15 day of May, 2008.

JASON E. JOHNSON, an individual

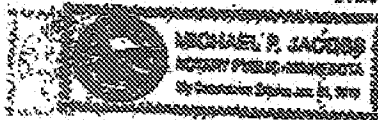
STATE OF MINNESOTA
COUNTY OF Blue Earth

This instrument was acknowledged before me on 5-15-08 (date) by Jason Johnson (name(s) of person(s)).

[Signature]
(Signature of Notarial officer)

(Seal, if any)

Title (and Rank)



Commission expires: 1-31-2010

The foregoing assignment of the IP Rights by the foregoing Assignor to the Assignee is hereby accepted, effective as of this 5th day of June, 2008.

SWT ACQUISITION, LLC

By: [Signature]

Name: John Morse

Title: CEO

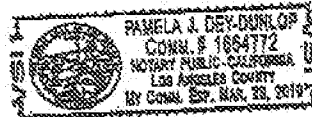
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On JULY 11, 2008 before me, Pamela J. Dey-Dunlop, personally appeared John Morse who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



A72521155-AG005836-000027724

IN WITNESS WHEREOF, the following Assignor has executed this assignment, as an instrument under seal, effective as of this 5th day of June, 2008.

[Signature]
ADAM W. KITTELSON, an individual

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

This instrument was acknowledged before me on 6/5/08 (date) by Adam W. Kittelson (name(s) of person(s)).

[Signature]
(Signature of notarial officer)



Notary Public
Title (and Rank)

My commission expires: March 28, 2010

The foregoing assignment of the IP Rights by the foregoing Assignor to the Assignee is hereby accepted, effective as of this 5th day of June, 2008.

SWT ACQUISITION, LLC

By: [Signature]
Name: John Matise
Title: COO

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On July 10, 2008 before me, John Matise Pamela J. DeY-Dunlop personally appeared John Matise who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



A725211554/3005836-0000327734

EXHIBIT 1

INTELLECTUAL PROPERTY

All of Assignors' right, title and interest in and to the following unregistered Marks:

PlajaPets
Plaja Petits
Pingguo the Panda
Vappu the Goldfish
Hokon the Dragon
Muga the Elephant
Zoco the Parrot
Dermot the Rabbit
Boomi the Monkey
Chizu the Platypus
Tashi the Pig
Yongi the Tiger
Chumbo the Rhino
Itzel the Friendly Monster
Plaja Pets Magnetically Mixable Plush (Stylized)
Plaja Pets Magnetically Mixable Plush (& left-side animal Design)
Plaja Pets Magnetically Mixable Plush (& centered animal Design)
Plaja Petits (& animal Design)
Party on the Plaja Islands
Plaja International
Plaja International (& Design)

Trade Names

Plaja International, LLC

Domain Names

Domain Name	Expiration Date	Registrar
www.plajapets.com	November 16, 2009	GoDaddy.com, Inc.
www.plajainternational.com	April 16, 2009	GoDaddy.com, Inc.

Patents

1. U.S. Patent No. D558,839, issued on January 1, 2008, in connection with an ornamental design for a stuffed toy parrot with detachable appendages (named Zoco).
2. U.S. Patent No. D559,338, issued on January 8, 2008, in connection with an ornamental design for a stuffed toy panda with detachable appendages (named Pingguo).
3. U.S. Patent No. D559,340, issued on January 8, 2008, in connection with an ornamental design for a stuffed toy dragon with detachable appendages (named Hokon).
4. U.S. Patent No. D559,341, issued on January 8, 2008, in connection with an ornamental design for a stuffed toy rabbit with detachable appendages (named Dermot).
5. U.S. Patent No. D564,049, issued on March 11, 2008, in connection with an ornamental design for a stuffed toy goldfish with detachable appendages (named Vappu).
6. U.S. Patent No. D564,050, issued on March 11, 2008, in connection with an ornamental design for a stuffed toy elephant with detachable appendages (named Muga).
7. Miniature versions of all 12 products.
8. Patent Application for the "STUFFED TOY WITH EMBEDDED MAGNETS AND RELATED METHOD" invention. U.S. Patent Publication No. 20070254555

Pending production designs

Monkey, Lobster, Tiger, Pig, Unicorn, Raccoon, Stomper (MSU Maverick), Platypus, Friendly Monster, Rhino.

All of Assignors' right, title and interest in and to the following unregistered Copyrights:

1. The program and all images, photos, logos and graphics contained in the "Party on the Playa Islands" materials, and all other registered or unregistered copyrights therein.

EXHIBIT 2

(Domain Name Transfer Procedures)

(See the Attached)

A/72521155.4/3005836-0906927734