PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LIEN

CONVEYING PARTY DATA

Name	Execution Date
Awesome Toys, LLC	02/24/2012

RECEIVING PARTY DATA

Name:	Play Makers Group, LLC
Street Address:	2223 Lakeside Drive
City:	Bannockburn
State/Country:	ILLINOIS
Postal Code:	60015

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6749482

CORRESPONDENCE DATA

Fax Number: 2626322257
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 262-632-6900
Email: cwipper@janlaw.com
Correspondent Name: Steve M. Shape
Address Line 1: 245 Main Street
Address Line 4: Racine, WISCONSIN 53403

NAME OF SUBMITTER:	Steven M. Shape
Signature:	/Steven M. Shape/
Date:	06/18/2013

Total Attachments: 14
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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made effective as of the 21st day of February 2012, (the "Effective Date"), by and between Play Makers Group, LLC, a Delaware limited liability company ("Licensee"), and Awesome Toys, LLC., an Illinois limited liability company with its principal place of business at 2223 Lakeside Drive, Bannockburn, IL 60015 ("Licensor"). Licensor, collectively with Licensee, may hereinafter be referred to as the "Parties" and each, a "Party".

RECITALS

WHEREAS, Licensor has the exclusive right to license for commercial purposes, the use of the Property, as defined in Paragraph 1.7 below, on various articles of merchandise; and

WHEREAS, Licensor has developed a product marketed under the brand name Regener8'rs, which incorporates the 482 Patent, as hereinafter defined; and

WHEREAS, Licensee desires the non-exclusive right to manufacture, have manufactured, distribute, advertise, offer for sale and sell Regener8'rs incorporating one or more separate or additional characters and/or property owned by Licensee or licensed by Licensee from a third party (collectively "Additional Brand Licensing") and it shall be the sole responsibility of Licensee to secure and comply with such licenses.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Defined Terms. For the purposes hereof:

1.1 "Confidential Information" shall have the meaning set forth in Paragraph 9.1.

1.2. "Distribution Channels" means all channels of distribution, including without limitation, retail stores, catalogs, direct to consumer, club stores, the Internet and on-line media.

1.3. "License" shall have the meaning set forth in Paragraph 2.1.

1.4. "Licensee Property" means (i) all right, title, interest, and possession of all artwork, names, logos, trademarks, designs, characters, inventions, processes, techniques, methods, and/or know-how that is solely developed by Licensee and that does not incorporate the Property, and shall include any and all rights of whatever kind and character including, but not limited to, copyrights, trademarks, trade secrets, patents and any and all other intellectual property rights related thereto.

1.5. "Licensed Articles" means Regener8r's that incorporate Additional Brand Licensing.

1.6. "Net Wholesale Selling Price" means, on an annualized basis, the gross invoiced price less a maximum deduction for all actual returns, deductions and allowances of (i) twelve and one half percent (12.5%). No other deductions in excess of the above-stated deductions from the gross invoiced price shall be allowed without prior written consent of Licensor.

1.7. "Property" shall mean, collectively, (i) United States Patent No. 6,749,482 entitled "Multi-Configurable Toy Vehicle" ("the '482 Patent"), incorporated herein by reference, (ii) any and all additions, changes, modifications, alterations, line extensions, tooling, materials and production procedures to the '482 Patent by Licensor including but not limited to Regener8'rs (collectively, "Licensor Modifications"), and (iii) the trademark "REGENER8'RS" (see, U.S. TM Reg. No. 2808733) and any and all current or previous variations thereof utilized by Licensor, whether registered or not.

1.8. "Royalty Payments" and "Royalties" shall have the meaning set forth in Paragraph 3.1.

1.9. "Sell-Off Period" shall have the meaning set forth in Paragraph 5.6.

1.10. "Term" shall have the meaning set forth in Paragraph 5.1.

1.11. "Territory" shall have the meaning set forth in Paragraph 2.2.

1.12. "Third Party License" shall have the meaning set forth in Paragraph 3.1.

2. Scope of Rights.

2.1. Grant of Rights: Subject to the limitations set forth in this Agreement, Licensor hereby grants to Licensee a non-exclusive right and license to use the Property and manufacture, distribute, sell, market, advertise, identify and promote the Licensed Articles through the Distribution Channels in the Territory for the Term (the "License"). Licensee expressly recognizes and agrees that it shall acquire no right, title or interest in the Property. Any and all goodwill derived from the use of the Property, including the trademark "REGENER8'RS", by Licensee hereunder shall inure solely to the benefit of Licensor, and Licensee will at no time contest or aid in contesting the validity or ownership of the Property or take any action in derogation of Licensor's rights therein.

2.2. Territory: The License hereby granted extends worldwide (the "Territory").

2.3. Sublicensing: Licensee shall not sublicense the License granted herein without the written consent of Licensor, which shall be at Licensor's sole discretion. In the event that Licensor does provide written consent for a sublicense, Licensee shall ensure that such sublicensees comply with all terms and conditions of this Agreement as are required of Licensee and shall remain secondarily liable under this Agreement for the same.

3. Payment Terms.

3.1. Royalty: Licensee agrees that it will pay Licensor three percent (3%) of Net Wholesale Selling Price for the first six (6) months following the date the Licensed Articles are first shipped to retail stores, which shall escalate to four percent (4%) of Net Wholesale Selling Price commencing the calendar quarter after the expiration of the six (6) month window (hereinafter the "Royalty Payments" or "Royalties"), for all Licensed Articles distributed by Licensee or its affiliates during the Term of this Agreement and during any period of extension, renewal or Sell-Off Period (defined herein), if any. Licensee shall pay Royalties to Licensor on sales of any Licensed Article to an affiliate based on the average price that Licensee has or would have charged to customers not affiliated with Licensee during the year immediately preceding the sale generally achieved in arms length transactions. Licensee shall have no right to sell, license or otherwise distribute Licensed Articles for no consideration or in exchange for non-monetary compensation without Licensor's prior written consent.

3.2. Guarantee:

3.2.1. Licensee shall pay to Licensor a fully recoupable minimum Royalty of ten thousand dollars (USD $10,000) over the Term and Sell-Off Period (the "Guarantee") with the Advance to be applied against the Guarantee. To the extent not previously paid in earned out Royalties, the balance of the Guarantee shall be paid on or before December 31, 2013, provided there has been no material breach by Licensor prior to such date. During each calendar year during the Term of this Agreement, Licensee shall pay to Licensor a fully recoupable minimum Royalty of an amount equal to fifty percent of the aggregate Royalty payments accrued in the immediately preceding year.

3.3. Reporting and Payments: Within thirty (30) days following the last day of each calendar quarter for sales made in the Territory Licensee shall submit (i) Royalty Payments, and (ii) a report in an electronic format showing at least on a county by county basis, the quantity, description, gross invoiced price and Net Wholesale Selling Price, itemized by style or model number, and including the amount of deductions and allowances in arriving at Net Wholesale Selling Price, of the individual Licensed Articles distributed and/or sold by category during the respective calendar quarter. All payments made hereunder shall be made via wire transfer or ACH to the bank accounts designated by Licensor on Exhibit A, attached hereto and made a part hereof. Licensee shall bear all costs of making such payments. As time is of the essence with respect to all payments due hereunder, , interest shall be charged against Licensee at the rate of one percent (1%) over prime (Citibank) per annum, and shall accrue on each unpaid amount from the first day payment becomes due through the date of payment in full. All payments are to be made in U.S. Dollars. All foreign currencies shall be converted into U.S. Dollars based on the official buying rate of exchange as published in the Wall Street Journal, New York Edition, on the last business day of the applicable Royalty Payment Period.

3.4. Taxes: All amounts payable by Licensee to Licensor under the Agreement shall be made in full without reduction for taxes, customs, duties, claims, counterclaims, deductions, or demands against Licensor, it being the intent hereof that all amounts payable to Licensor be free and clear of any taxes, levies, charges or duties of any kind whatsoever. The Parties acknowledge that no withholding tax is required if both Parties are resident in the United States for tax purposes. Licensee is and shall be solely responsible for any and all taxes due on (i) Licensee's payments to Licensor (other than income tax payable by Licensor) or (ii) the manufacture, distribution or sale of the Licensed Articles under the Agreement. If Licensor consents to the sublicensing of any rights granted to Licensee to an affiliate of Licensee, Licensee covenants that it shall not reduce the amounts payable by Licensee to Licensor for any withholding tax that may be imposed on any payments by such affiliate to Licensee.

3.5. Records: During the Term, including any extensions thereof, if any, and for at least two (2) years after the expiration or termination of this Agreement, Licensee agrees to keep accurate books of account and records covering all transactions relating to the subject matter of this Agreement. Licensor shall have the right, at its own expense, to examine and copy such books of account and records in Licensee's possession or under its control solely relating to the Property once per year during Licensee's normal business hours upon ten (10) business days advance notice. In the event that pursuant to such examination Licensor discovers an actual discrepancy in favor of Licensor in excess of ten percent (10%) of the amount due to Licensor and for a dollar value greater than $2,500, Licensee shall pay to Licensor the reasonable cost of such examination and shall pay all monies found due and owing plus applicable interest within forty- five (45) business days.

4. Product Release. Licensee shall use commercially reasonable efforts to begin releasing Licensed Articles by Fall 2011.

5. Term, Termination and Sell Off.

5.1. Term: The term of this Agreement shall commence on the Effective Date and shall continue on an annual basis until terminated pursuant to Paragraphs 5.2, 5.3 and 5.4 (the "Term").

5.2. Termination by Mutual Consent: The Parties may terminate this Agreement by mutual written consent at any time.

5.3. Termination for Breach. Either Licensor or Licensee may terminate this Agreement upon written notice to the other Party if the other Party materially breaches the terms of this Agreement and such breach is not cured within thirty (30) days of written notice of the breach from the non-breaching Party.

5.4. Termination for Insolvency: Either Licensor or Licensee may terminate this Agreement, effective upon written notice stating its intention to terminate in the event the other Party (i) ceases to function as an ongoing concern or to conduct operations in the normal course of business, (ii) declares insolvency or bankruptcy, (iii) has a petition filed by or against it in any court and not dismissed in ninety (90) days to declare the other Party bankrupt or for the other Party's reorganization under bankruptcy, insolvency, reorganization, moratorium, or other laws relating to or affecting the rights of creditors; or consents to the appointment of a trustee in bankruptcy or a receiver or similar entity.

5.5. Effect of Termination: Upon any termination or expiration of this Agreement all rights in the Property licensed hereunder shall immediately revert to Licensor.

5.6. Sell-Off: Upon the expiration or termination of this Agreement other than by reason of a breach by Licensee, Licensee will have the non-exclusive right for a period of one hundred twenty (120) days after such expiration or termination ("Sell-Off Period") to sell-off its then existing inventory of Licensed Articles. For the avoidance of doubt, Royalty Payments with respect to such Licensed Articles will be due during the Sell-Off Period and recoupable against the Guarantee. At the end of the Sell-Off Period, Licensee shall, at Licensor's election, either sell its remaining Licensed Articles and their packaging to Licensor at the actual cost of manufacture and shipping thereof, or destroy such Licensed Articles and their packaging and provide Licensor with a certificate of destruction duly signed by a responsible officer of Licensee.

6. Use of Property. Licensee shall cause to appear on all Licensed Articles produced hereunder, and on their packaging, enclosure materials and advertising materials, such legends, markings and notices as Licensor may reasonably request and provided to Licensee in writing, which shall be no larger in size or placement than Licensee's own legends, markings and notices, including but not limited to all Licensed Articles and said packaging and materials related thereto shall bear the appropriate patent notice and trademark notices whenever "REGENER8'RS" is used. Licensee shall supply Licensor with specimens for approval by Licensor of the Licensed Articles, packaging and advertising materials. .

7. Licensee Intellectual Property. As between Licensor and Licensee, Licensee owns and shall continue to own all right, title and interest in and to all intellectual property rights inherent in the Licensee Property.

8. Representations and Warranties.

8.1. By Licensor: Licensor warrants and covenants that: (i) the Property will not infringe upon the rights of any other person or entity; (ii) Licensor is the sole owner of the Property as presented by Licensor to Licensee and any trademarks, service marks, copyrights, protectable know-how, patent rights, protectable design rights and trade secret rights pertaining thereto; (iii) Licensor has the right to grant the license herein, and has not entered into any agreement that is in conflict with this Agreement; and (vi) it has the full power and all necessary rights to enter into and perform according to the terms of this Agreement; and (vi) the making of this Agreement by Licensee does not violate any separate agreement existing between Licensee and any other person or entity. If it is subsequently discovered that Licensor is not the sole owner of the Property; (ii) does not have the right to grant to the license herein; or (iii) does not have the full power and all necessary rights to enter into and perform according to the terms of this Agreement, then Licensee may immediately terminate this Agreement, shall be relieved of any and all obligation(s) it has under this Agreement and Licensor shall immediately refund to Licensee all Royalties paid.

8.2. By Licensee: Licensee warrants and covenants that: (i) it has the full power and all necessary rights to enter into and perform according to the terms of this Agreement; (ii) the making of this Agreement by Licensee does not violate any separate agreement existing between Licensee and any other person or entity; (iii) that the Licensed Articles will be manufactured, packaged, sold, distributed and advertised in accordance with this Agreement and with all applicable laws, rules, regulations, standards and all industry codes and standards and shall not cause bodily injury or property damage; (iv) that the Licensed Articles will be of good quality in design, material and workmanship and (v) that, excluding solely the matters set forth in Licensor's representations and warranties above, the Licensed Articles and any advertising or marketing shall not infringe upon the rights of any person. Licensee shall be solely responsible for any warranties that it makes to third parties with respect to the Licensed Articles. Licensee shall neither state nor imply, directly or indirectly, to its customers that Licensee or its activities, are supported or sponsored by Licensor. Prior to any sale of a Licensed Article, and on an annual basis thereafter, Licensee shall provide Licensor with five (5) production samples the Licensed Articles which the Licensee intends to manufacture, promote and sell as well as samples of all packaging, promotional and advertising material associated for approval of quality and markings. If the quality of a class of the Licensed Article falls below such a production-run quality, as previously approved by Licensor, the Licensee shall use its best endeavours to restore such quality. In the event that the Licensee has not taken appropriate steps to restore such quality within thirty (30) days after notification by the Licensor then the Licensor shall have the right to terminate this Agreement

9. Confidential Information.

9.1. A Party disclosing Confidential Information shall herein be referred to as "Disclosing Party," and a Party receiving Confidential Information shall herein be referred to as "Receiving Party." For the purposes of this Agreement, "Confidential Information" shall mean any information, product, document or other material of any nature relating to or concerning one Party, that is provided or made available to the other Party either before or after the Effective Date, directly or indirectly in any form whatsoever, including in writing, orally, and machine readable, and including, but not be limited to, any correspondence, memoranda, notes, e-mails, formulas, samples, equipment, compilations, blueprints, business information, technical information, know-how, information regarding patents, patent applications, software, computer object code or source code, algorithms, high-level structures, graphic user interfaces, ongoing research and development, business plans, business or marketing strategies or plans, products or product development strategies or plans, information concerning current and future products and services, customers, suppliers and markets, price lists and pricing information, financial statements and forecasts, computerized or other magnetically filed data, methods and techniques, manufacturing and production processes, developments, inventions, designs, drawings, schematics, engineering specifications, hardware configuration information, bills of materials, trade secrets, customer and supplier lists, financial information of the Party and any other business records and information, including without limitation the information about this Agreement, the use or disclosure of which might reasonably be construed to be contrary to the interests of such

Party, including information of third parties subject to confidentiality obligations and which such Party and/or its Affiliates may share with the other Party. For the avoidance of doubt, this Agreement shall cover disclosures of Confidential Information made by either Licensor or Licensee prior to the Effective Date, notwithstanding the existence or applicability of any other confidentiality agreement between the parties, and the provisions of this Agreement shall supersede any such confidentiality agreement.

9.2. Exceptions. Disclosing Party's Confidential Information shall not include information that: (a) is or has entered the public domain through no fault of Receiving Party; (b) is or was independently developed by or for Receiving Party without use, directly or indirectly, of the Confidential Information of Disclosing Party; (c) is or was received by the receiving Party from a third party who or which is not under any obligation of confidentiality or restriction on use or disclosure concerning such information; (d) is approved for release by the prior written authorization of Disclosing Party; or (e) is or was already in the possession of the Receiving Party before receipt from the Disclosing Party. If a Party asserts one of the five exceptions to Confidential Information above, then such Party shall prove such assertion by proper forms of documentary evidence.

9.3. Restrictions on Use and Disclosure. Receiving Party will treat the Confidential Information of Disclosing Party with the same degree of care with which it treats its own Confidential Information and shall not, directly or indirectly: (a) use such Confidential Information for any purpose other than carrying out its obligations under this Agreement; (b) copy or modify such Confidential Information without the prior written consent of Disclosing Party except to the extent necessary to carry out its obligations hereunder or as otherwise authorized by Disclosing Party in writing; or (c) distribute, disclose or allow disclosure of such Confidential Information to any third party other than to Receiving Party's employees, officers, directors, agents and independent contractors, and who have a specific need to know such Confidential Information in connection with the subject matter of this Agreement and who are obligated in writing to maintain such Confidential Information in confidence to at least the same extent as Receiving Party is obligated under this Agreement. Receiving Party shall not sell, transfer, lease, or license the Confidential Information of Disclosing Party in any manner whatsoever.

9.4. Notice of Unauthorized Disclosure. Receiving Party shall promptly notify Disclosing Party of any actual or threatened breach by Receiving Party of the confidentiality provisions of this Agreement and the circumstances thereof. Receiving Party shall provide reasonable assistance to Disclosing Party in preventing or mitigating such breach and in the prosecution of any parties who are in violation of the confidentiality restrictions of this Agreement.

9.5. Required Disclosure. In the event that Receiving Party receives a request or demand to disclose all or part of the Confidential Information of Disclosing Party pursuant to a court order, operation of law, subpoena, requirement of a governmental authority, or otherwise, Receiving Party shall: (a) promptly notify Disclosing Party of the terms and surrounding circumstances of such request or demand so that Disclosing Party may seek a protective order or other appropriate relief and/or waive compliance with the provisions of this Agreement; (b) promptly consult with Disclosing Party on the advisability of taking steps to resist or narrow such request or demand; (c) in the absence of a protective order or other remedy or the receipt of a waiver from Disclosing Party and only after Receiving Party's compliance with (a) and (b) above, limit the disclosure of such Confidential Information to that Confidential Information which is reasonably necessary to meet the requirements of the request or demand; and (d) subject to the mutual agreement of the parties concerning costs and expenses, cooperate with Disclosing Party to obtain an order or other reliable assurance that confidential treatment will be accorded to any such Confidential Information ultimately required to be disclosed after Receiving Party's compliance with (a) and (b) above.

10. Insurance: During the Term, and any extensions thereof, if any, and for two (2) years following the termination or expiration of this Agreement, Licensee agrees that it will maintain the insurance policies with the minimum requirements set forth below. Licensee agree to each obtain and maintain at its own expense the following:

10.1. General Liability Insurance. Licensee shall obtain and maintain comprehensive general liability or commercial general liability insurance with limits of not less than Two Million Dollars (USD $2,000,000) per occurrence and Five Million Dollars ($5,000,000) general aggregate including, but not limited to, coverage for bodily injury; broad form property damage; personal injury (including libel, slander, defamation, false arrest, unlawful detention, *etc.*); blanket contractual; products liability; and completed operations. Licensee shall name Licensor as an additional insured under said general liability or commercial general liability insurance.

10.2. Certificates of Insurance. At Licensor's request, Licensee shall provide to Licensor certificates of insurance evidencing the above insurance coverage and shall include a 30-day written notice of cancellation or modification.

11. Indemnification.

11.1. Licensee's Indemnification. Licensor shall indemnify, defend and hold harmless Licensee and its sublicensees, and their respective officers, directors, shareholders, members, employees, managers, agents, representatives and professionals (collectively "Licensee Indemnitees") against any and all losses, claims, liabilities, damages, payments, costs and expenses, including without limitation reasonable attorneys' fees and costs, whether or not a lawsuit or other proceeding is filed, that arise out of or in any way connected with the breach of any of Licensor's representations and warranties under this Agreement.

11.2. Licensor's Indemnification. Licensee shall indemnify, defend and hold harmless Licensor, and their respective officers, directors, shareholders, members, employees, managers, agents, representatives and professionals (collectively "Licensor Indemnitees") against any and all losses, claims, liabilities, damages, payments, costs and expenses, including without limitation reasonable attorneys' fees and costs, whether or not a lawsuit or other proceeding is filed, that arise out of or in any way connected with the manufacture, sale, use, and marketing of the Licensed Articles other than matters covered by

Licensor's indemnity with respect to the Property; and/or (ii) any breach of any warranty, covenant and/or other provision of this Agreement by Licensee.

11.3. Indemnity Procedure. The "Indemnifying Party" which provides indemnification to the other ("Indemnified Party") shall promptly notify Indemnified Party in writing after it becomes aware of any such claims. Within thirty (30) days following receipt of such written notice, but in any event no later than ten (10) days before the deadline for any responsive pleading, the Indemnifying Party shall notify the Indemnified Party in writing that the Indemnifying Party has assumed control of the defense and settlement of such claim, which notice shall include the name of the firm and attorneys that have been engaged to defend such claim. The Indemnifying Party shall have exclusive control over the settlement or defense of such claims or actions, except that the Indemnified Party may appear in the action, at its own expense, only in the event it is mutually determined by the Parties that an actual conflict of interest would exist by Indemnifying Party's representation of both Parties in such action. In furtherance of the preceding sentence, in the absence of written authorization from the Indemnified Party, the Indemnifying Party shall not enter into any settlement or compromise any claim or proceeding in any manner that impairs or adversely affects the Indemnified Party's rights under this Agreement or its rights to conduct its normal course of business. The Indemnified Party shall give the Indemnifying Party all information and assistance reasonably requested by the Indemnifying Party to settle or defend such claims or actions. The Indemnifying Party shall be entitled to retain all monetary proceeds, attorneys' fees, costs and other rewards it receives as a result of defending or settling such claims, and shall not be responsible for any settlement that it does not approve in writing. In the event the Indemnifying Party fails to promptly indemnify and defend such claims and/or pay the Indemnified Party's expenses, the Indemnified Party shall have the right to defend itself, and in that case, the Indemnifying Party shall reimburse the Indemnified Party for all of its attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of the Indemnified Party's written request.

12. Limitation of Liability. NOTWITHSTANDING PARAGRAPH 11, NEITHER PARTY SHALL BE LIABLE FOR ANY, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES UNDER ANY FORM OR THEORY OF ACTION WHATSOEVER, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, EQUITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, , OVERHEAD, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

13. Miscellaneous.

13.1. Amendment. Any modification, amendment, or abrogation of any provision of this Agreement will only be effective if in a writing signed by an authorized officer of each Party.

13.2. Severability. The terms and provisions in this Agreement are severable. If any provision of this Agreement is held by a court of competent jurisdiction to be void, invalid, unenforceable for any reason or inconsistent or contrary to any valid applicable laws, official orders or rules and regulations, in whole or in part, then the inconsistent or contrary provision of this Agreement shall be null and void and such laws, orders, rules and regulations shall control and, as so modified, this Agreement shall continue in full force and effect and the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law; provided, however, that nothing herein contained shall be construed as a waiver of any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction. To the extent permitted by applicable law, the Parties agree to and do hereby waive any applicable statutory and common law that may permit a court to construe a contract against its drafter.

13.3. Notices. All claims, instructions, consents, designations, notices, waivers, and other communications in connection with the Agreement will be in writing. Such Notifications will be deemed properly given (a) when received if delivered personally, (b) if delivered by facsimile transmission when the appropriate telecopy confirmation is received; (c) upon the receipt of the electronic transmission by the server of the recipient when transmitted by electronic mail, or (d) within three (3) days after deposit with an internationally recognized express delivery service, in each case when transmitted to a Party at the following address or at such other address for which such Party gives written notice:

If to Licensor:

Awesome Toys, LLC
2223 Lakeside Drive
Bannockburn, IL 60015
Attention: Jonathan Glick
Facsimile No.: 224-212-1190
Email: Jonathan@glickgroup.com

If to Licensee:

Play Makers Group, LLC
2223 Lakeside Drive
Bannockburn, IL 60015
Attention: Bari D. Wood
Facsimile No.: 224-212-1190
Email: bari@glickgroup.com

13.4. No Joint Venture. Nothing contained in this Agreement shall be construed to (i) give either Licensor or Licensee the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, franchisor-franchisee, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow either Licensor or Licensee to create or assume any obligation on behalf of the other for any purpose whatsoever. Except for the rights set forth in this Agreement, each Party shall be solely responsible for developing and implementing its business and marketing plans and its operations.

13.5. Arbitration. Any dispute between Licensor and Licensee arising out of, related to or based upon this Agreement, other than to secure compliance with or involving a continuance of this Agreement, prevent a violation or threatened violation thereof or prevent unauthorized or improper use of the Property, shall be resolved and administered by the American Arbitration Association, which shall be held in Cook County, Illinois, and conducted on an expedited basis in accordance with its Commercial Arbitration Rules then in effect. There shall be one (1) arbitrator. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction. Licensor and Licensee shall each bear its own expenses of the arbitration, except that the arbitrators' fees and costs shall be borne equally between Licensor and Licensee and that the arbitrators may have discretion to award reasonable attorneys' fees and related costs to the prevailing party, it being the intention of the Parties to fully compensate the prevailing party for all such costs and fees incurred in good faith.

13.6. Force Majeure. Neither Licensor nor Licensee shall be liable for failure to perform any of their obligations hereunder when such failure is caused by or results from (i) strike, blacklisting, boycott or sanctions however incurred; or (ii) acts of God, public enemies, embargo, quarantine, riot, insurrection or war, or compliance with any law, regulation or order of any governmental body other than orders arising out of a Party's violation of any applicable law or regulation. In the event either Licensor or Licensee is unable to perform its obligations as a consequence of any of the contingencies set forth in this Paragraph 13.6 for a period of six (6) months or more, the other Party hereto may terminate this Agreement, which shall relieve Licensor and Licensee of any liability to the other based upon such termination.

13.7. Entire Agreement. With the exception of any prior non-disclosure agreements between the Parties, this Agreement, together with the exhibits hereto, constitutes the entire agreement and understanding between the Parties hereto with respect to its subject matters and supersedes all prior agreements, understandings and representations, written or oral, to the extent they relate in any way to the subject matter of the Agreement.

13.8. Waiver. No provision of the Agreement will be considered waived unless such waiver is in writing and signed by the Party making such waiver. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights under the Agreement at any time to enforce strict compliance thereafter with every term and condition of the Agreement.

13.9. Assignment of Agreement. Licensee shall have the right to assign or otherwise transfer (whether directly or indirectly or by operation of law or otherwise) this Agreement and the rights and obligations hereunder to a subsidiary, upon prior written notice to Licensor. Except as expressly set forth in this Paragraph 13.9, Licensee does not have the right to assign or otherwise transfer (whether directly or indirectly or by operation of law or otherwise) this Agreement or the rights and obligations hereunder to any other party without the prior written consent of Licensor. Licensor shall have the right to assign or otherwise transfer (whether directly or by operation of law or otherwise) this Agreement and the rights and obligations hereunder upon written notice to Licensee to a company that purchases or obtains the rights to all of Licensor's stock, or the Property. Subject to the provisions of this Paragraph 13.9, this Agreement shall be binding and inure to the benefit of the Parties hereto and their respective successors and assigns.

13.10. Further Assurances. The Parties will each perform such acts, execute and deliver such documents and instruments, and do such other things as may be reasonably requested to accomplish the transactions contemplated by this Agreement and to carry out the purpose and intent hereof.

13.11. Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Illinois without reference to conflicts of law rules or principles and as applied to an agreement between and among residents of Illinois to be wholly performed in Illinois. To the extent permitted by law, the provisions of this Agreement shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to any products described herein in any competent jurisdiction. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

13.12. Counterparts. The Agreement may be separately executed by the Parties in two (2) or more counterparts and all such counterparts shall be deemed an originally signed Agreement, but all of which together shall constitute one and the same instrument and will be binding on the Parties as if they had originally signed one (1) copy of the Agreement. Delivery of a copy of this Agreement or such other document bearing an original signature by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. "Originally signed" or "original signature" means or refers to a signature that has not been mechanically or electronically reproduced.

13.13. No Announcement. Neither Licensee nor Licensor shall have the right to announce or disclose this Agreement or any terms and conditions contained herein without the other Party's prior express consent in each instance.

IN WITNESS WHEREOF, each of the undersigned Parties to this Agreement has caused this Agreement to be duly executed in its corporate name by one of its authorized representatives, all as of the date first set forth above.

LICENSOR:

AWESOME TOYS, LLC

By: ____________________

Name: Jonathan J. Glick

Title: Manager

LICENSEE:

PLAY MAKERS GROUP, LLC

By: ____________________

Name: Jonathan J. Glick

Title: Manager

EXHIBIT A

LICENSOR BANK INFORMATION AND ALLOCATION OF ROYALTY PAYMENT

Bank:
Bank Address:
SWIFT:
Account Name:
Account Number:
Tax number (EIN):
Beneficiary: