

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
Gotcha International, L.P.		12/27/2005	LIMITED PARTNERSHIP: DELAWARE
Gotcha Brands, Inc.		12/27/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	PEI Licensing, Inc.
Street Address:	3000 NW 107th Avenue
Internal Address:	Legal Dept.
City:	Miami
State/Country:	FLORIDA
Postal Code:	33172
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2387770	GIRL STAR
Registration Number:	2152298	GIRL STAR
Registration Number:	1222521	GOTCHA
Registration Number:	1358103	GOTCHA
Registration Number:	1413112	GOTCHA
Registration Number:	1499706	
Registration Number:	2789915	G
Registration Number:	2289891	G
Registration Number:	1308101	GOTCHA
Registration Number:	1416069	GOTCHA
Registration Number:	1450901	GOTCHA
Registration Number:	1566109	GOTCHA

CH \$340.00 2387770

Registration Number:

2940283

GOTCHA

CORRESPONDENCE DATA

Fax Number: (786)221-8437

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (305) 418-1437

Email: geri.mankoff@pery.com

Correspondent Name: Geri Lynn Mankoff

Address Line 1: 3000 NW 107th Avenue

Address Line 2: Legal Dept.

Address Line 4: Miami, FLORIDA 33172

ATTORNEY DOCKET NUMBER:

GOTCHA ACQUISITION

NAME OF SUBMITTER:

Geri Lynn Mankoff

Signature:

/Geri Lynn Mankoff/

Date:

01/24/2006

Total Attachments: 6

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UNITED STATES AND CANADAINTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT

This INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT (this "Assignment"), effective the 27th day of December, 2005, is made and entered into by and between Gotcha International, L.P., a Delaware Limited Partnership, having a place of business at 1151 Dove Street, Suite 140, Newport Beach, California 92660; 17871 Von Karman, Irvine, California 92713; 3030 Airway Avenue, Costa Mesa, California 92626; and 2030 Main Street, Suite 1250, Irvine, California 92614 and Gotcha Brands, Inc., a California corporation having offices at 2030 Main Street, Suite 1250, Irvine, California 92614 on the one hand and (collectively "Assignor"), and PEI Licensing, Inc., a Delaware corporation having a place of business at 3000 N.W. 107th Avenue, Miami, Florida 33172 ("Assignee") (each a "Party," and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignor is the owner of each of (i) the patents and patent applications set forth on Schedule A hereto (the "Patents"); (ii) the copyrights, copyright registrations and copyright applications set forth on Schedule B hereto (the "Copyrights"); and (iii) the trademarks (including those which may be entitled to be registered in additional territories), trademark registrations and trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule C hereto, (the "Trademarks"), and any and all copyright subsisting in the subject matter of the Trademarks, including any design or word components (i)-(iii), collectively, the "Purchased Intellectual Property");

WHEREAS, Assignor is the registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule D hereto and the domain name registrations therefor (the "Domain Names");

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of November 18, 2005 (the "Purchase Agreement"), pursuant to which Assignee agreed to purchase the Purchased Assets from Assignor, including all of Assignor's right, title and interest in and to the Purchased Intellectual Property and the Domain Names and all goodwill symbolized thereby and associated therewith; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Effective upon Closing, Assignor hereby assigns to Assignee:

- (a) all of Assignor's right, title and interest in and to the Purchased Intellectual Property and the Domain Names, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof ("Transferred Rights"); and
- (b) any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Transferred Rights occurring prior to the Closing, including the right to receive all proceeds and damages therefrom;
- (c) any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferred Rights; and
- (d) any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Transferred Rights, and all renewals, reissues and extensions thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor hereby covenants that it is the sole owner of the Transferred Rights, free and clear of any and all liens, security interests, claims or other encumbrances of any kind, that it has full right to convey the entire interest herein assigned, and that it has not executed and will not execute, any agreements inconsistent herewith. In particular, Assignor covenants that the Purchased Intellectual Property and Domain Names do not infringe upon any common law or statutory rights, that no material contained in the Purchased Intellectual Property or Domain Names is libelous or violates the right of privacy of any person, and that the full exercise the Transferred Rights by the Assignee pursuant to this assignment will not violate the rights, including any moral rights, of any person, firm or corporation.

3. Assignor will indemnify and hold harmless Assignee and its respective successors, licensees and assigns against all judgments, liabilities, damages, losses and expense (including reasonable legal fees) which may be incurred or sustained by them by reason of any breach or failure of any foregoing covenant or agreement.

4. Registrant Name Change Agreement. Within five (5) days following Closing, Assignor shall (i) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar for each Domain Name (the "Registering Authority") to transfer such Domain Name to Assignee on an expedited basis, (ii) submit or file such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority, and (iii) take any

further actions in accordance with the policies and rules of the Registering Authority as required to transfer such Domain Names to Assignee on an expedited basis.

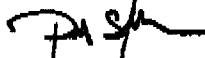
5. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Purchased Intellectual Property and the Domain Names, and shall not enter into any agreement in conflict with this Assignment.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflicts of law rules of such state.


7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

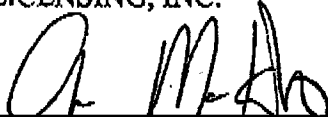
ASSIGNOR
GOTCHA INTERNATIONAL, L.P.

By: 
Name: Donald S. Grier
Title: President

ASSIGNOR
GOTCHA BRANDS, INC.

By: 
Name: Marvin Winkler
Title: President

PEI LICENSING, INC.

By: 
Name: Geki Markoff
Title: Secretary

SCHEDULE C - TRADEMARKS

COUNTRY	:	CANADA
TRADEMARK	:	GIRLSTAR
APPLICATION NUMBER	:	792016
FILING DATE	:	SEPTEMBER 8, 1995
REGISTRATION NUMBER	:	494483
REGISTRATION DATE	:	MAY 12, 1998
RENEWAL DATE	:	MAY 12, 2013
INTERNATIONAL CLASSES	:	25
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COUNTRY	:	CANADA
OWNER	:	GOTCHA INTERNATIONAL, L.P.
TRADEMARK	:	GOTCHA/FISHMAN LOGO
APPLICATION NUMBER	:	602892
FILING DATE	:	MARCH 15, 1988
REGISTRATION NUMBER	:	352,450
REGISTRATION DATE	:	FEBRUARY 24, 1989
RENEWAL DATE	:	FEBRUARY 24, 2019
INTERNATIONAL CLASSES	:	25
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COUNTRY	:	CANADA
TRADEMARK	:	GOTCHA
APPLICATION NUMBER	:	551189
FILING DATE	:	OCTOBER 18, 1985
REGISTRATION NUMBER	:	358420
REGISTRATION DATE	:	JULY 14, 1989
RENEWAL DATE	:	JULY 14, 2019
INTERNATIONAL CLASSES	:	25
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COUNTRY	:	CANADA
TRADEMARK	:	G HEART DESIGN
APPLICATION NUMBER	:	1192695
FILING DATE	:	OCTOBER 1, 2003
REGISTRATION NUMBER	:	630447
REGISTRATION DATE	:	JANUARY 18, 2005
RENEWAL DATE	:	JANUARY 18, 2020
INTERNATIONAL CLASSES	:	25
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COUNTRY	:	UNITED STATES
TRADEMARK	:	GIRLSTAR
APPLICATION NUMBER	:	75/828754
FILING DATE	:	OCTOBER 22, 1999
REGISTRATION NUMBER	:	2,387,770
REGISTRATION DATE	:	SEPTEMBER 19, 2000
SECTION 8 & 15 DUE	:	SEPTEMBER 19, 2006
RENEWAL DATE	:	SEPTEMBER 19, 2010
INTERNATIONAL CLASS	:	9
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COUNTRY	:	UNITED STATES
TRADEMARK	:	GIRLSTAR
APPLICATION NUMBER	:	75/267265
FILING DATE	:	APRIL 1, 1997
REGISTRATION NUMBER	:	2152298
REGISTRATION DATE	:	APRIL 21, 1998
SECTION 8 & 15 DUE	:	APRIL 21, 2004
RENEWAL DATE	:	APRIL 21, 2008
INTERNATIONAL CLASS	:	25

COUNTRY : UNITED STATES
 TRADEMARK : GOTCHA
 APPLICATION NUMBER : 73/302573
 FILING DATE : MARCH 24, 1981
 REGISTRATION NUMBER : 1222521
 REGISTRATION DATE : JANUARY 2, 1993
 RENEWAL DATE : JANUARY 2, 2003
 INTERNATIONAL CLASS : 14

COUNTRY : UNITED STATES
 TRADEMARK : GOTCHA
 APPLICATION NUMBER : 73/524291
 FILING DATE : FEBRUARY 27, 1985
 REGISTRATION NUMBER : 1358103
 REGISTRATION DATE : SEPTEMBER 3, 1985
 RENEWAL DATE : SEPTEMBER 3, 2015
 INTERNATIONAL CLASS : 24

COUNTRY : UNITED STATES
 TRADEMARK : GOTCHA
 APPLICATION NUMBER : 73/5125691
 FILING DATE : DECEMBER 7, 1984
 REGISTRATION NUMBER : 1413112
 REGISTRATION DATE : OCTOBER 14, 1986
 RENEWAL DATE : OCTOBER 14, 2016
 INTERNATIONAL CLASS : 18, 25

COUNTRY : UNITED STATES
 TRADEMARK : FISHMAN LOGO
 APPLICATION NUMBER : 702436
 FILING DATE : DECEMBER 22, 1987
 REGISTRATION NUMBER : 1499706
 REGISTRATION DATE : AUGUST 9, 1988
 RENEWAL DATE : AUGUST 9, 2008
 INTERNATIONAL CLASS : 25

COUNTRY : UNITED STATES
 TRADEMARK : G HEART LOGO
 APPLICATION NUMBER : 78/179,762
 FILING DATE : OCTOBER 29, 2002
 REGISTRATION NUMBER : 2789915
 REGISTRATION DATE : DECEMBER 2, 2003
 RENEWAL DATE : DECEMBER 2, 2013
 SECTION 8 & 15 DUE : DECEMBER 2, 2009
 INTERNATIONAL CLASS : 25

COUNTRY : UNITED STATES
 TRADEMARK : G-FIN LOGO
 APPLICATION NUMBER : 75/419657
 FILING DATE : JANUARY 19, 1998
 REGISTRATION NUMBER : 2,289,891
 REGISTRATION DATE : NOVEMBER 2, 1999
 SECTION 8 & 15 AFFIDAVIT DUE : NOVEMBER 2, 2005
 RENEWAL DATE : NOVEMBER 2, 2009
 INTERNATIONAL CLASS : 25

COUNTRY : UNITED STATES
 TRADEMARK : GOTCHA
 APPLICATION NUMBER : 73/333569
 FILING DATE : OCTOBER 21, 1981
 REGISTRATION NUMBER : 1308101
 REGISTRATION DATE : DECEMBER 4, 1984

RENEWAL DATE : DECEMBER 4, 2014
INTERNATIONAL CLASS : 25

COUNTRY : UNITED STATES
TRADEMARK : GOTCHA
APPLICATION NUMBER : 73/595971
FILING DATE : APRIL 14, 1986
REGISTRATION NUMBER : 1416069
REGISTRATION DATE : NOVEMBER 4, 1986
RENEWAL DATE : NOVEMBER 4, 2016
INTERNATIONAL CLASS : 25

COUNTRY : UNITED STATES
TRADEMARK : GOTCHA/FISHMAN LOGO
APPLICATION NUMBER : 582207
FILING DATE : FEBRUARY 10, 1986
REGISTRATION NUMBER : 1450901
REGISTRATION DATE : AUGUST 4, 1987
RENEWAL DATE : AUGUST 4, 2007
INTERNATIONAL CLASS : 25

COUNTRY : UNITED STATES
TRADEMARK : GOTCHA
APPLICATION NUMBER : 73/550033
FILING DATE : JULY 25, 1985
REGISTRATION NUMBER : 1566109
REGISTRATION DATE : NOVEMBER 14, 1989
RENEWAL DATE : NOVEMBER 14, 2009
INTERNATIONAL CLASS : 28

COUNTRY : UNITED STATES
TRADEMARK : GOTCHA
APPLICATION NUMBER : 73/747596
FILING DATE : JUNE 29, 1999
REGISTRATION NUMBER : 2,940,283
REGISTRATION DATE : APRIL 12, 2005
RENEWAL DATE : APRIL 12, 2015
SECTION 8 & 15 DUE : APRIL 12, 2011
INTERNATIONAL CLASS : 28

COUNTRY : CANADA
TRADEMARK : G-STAR
APPLICATION NUMBER : 709021
FILING DATE : JULY 16, 1992
REGISTRATION NUMBER : 437929
REGISTRATION DATE : JANUARY 1, 1995
RENEWAL DATE : JANUARY 6, 2010
INTERNATIONAL CLASSES : 25