

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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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 |
| Bryen MacIntyre | | 03/27/2006 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Royal Doulton (UK) Limited | | |
| Street Address: | Minton House London Road, Stoke-on-Trent | | |
| City: | Staffordshire | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | ST4 7QD | | |
| Entity Type: | CORPORATION: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78406832 | BUNCHKINS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (703)836-2021 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 703-836-6620 | | |
| Email: | livingstonbp@bipc.com | | |
| Correspondent Name: | B. Parker Livingston, Jr. | | |
| Address Line 1: | P.O. Box 1404 | | |
| Address Line 4: | Alexandria, VIRGINIA 22313-1404 | | |
| ATTORNEY DOCKET NUMBER: | 1033276-000054 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | | | |
| Address Line 1: | | | |
| Address Line 2: | | | |
| Address Line 3: | | | |

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Address Line 4:

NAME OF SUBMITTER:

B. Parker Livingston, Jr.

Signature:

/b. parker livingston, jr./

Date:

05/31/2006

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is entered into and effective as of the last signature date by and between ROYAL DOULTON (UK) LIMITED, a UK corporation, located and doing business at Minton House London Road, Stoke-on-Trent, Staffordshire ST4 7QD, United Kingdom, (hereinafter referred to as "ROYAL DOULTON"); and Bryen MacIntyre, an individual of the United States, having a principal office located at 1104 Pheasant Court, San Marcos, California 92069, (hereinafter referred to as "MACINTYRE").

MACINTYRE desires to assign to ROYAL DOULTON and ROYAL DOULTON desires to acquire from MACINTYRE, all of MACINTYRE's right, title and interest in and to the BUNCHKINS Mark, as defined below together with all of the goodwill associated therewith and symbolized thereby.

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

1. Assignment. MACINTYRE hereby grants, assigns and conveys to ROYAL DOULTON all of MACINTYRE's right, title and interest in and to the BUNCHKINS Mark, together with all of the goodwill associated therewith and symbolized thereby, in its entirety. The "BUNCHKINS Mark" shall be defined as all marks, trade names, and domain names owned by MACINTYRE containing or comprising the term "BUNCHKINS" including

but not limited to U.S. Application Serial No. 78/406,832 for BUNCHKINS for infant ware; baby wear, namely, baby bibs not of paper and infant cloth diapers and baby wraps; shoes, shirts, pants and dresses; children wear, namely, children headwear, shorts, shoes, shirts, dresses and pants, clothing, namely, T-shirts, pajamas and shoes; outerwear, namely parkas and coats; underwear, pants, shirts, dresses, blouses, socks, jackets, sweaters, caps, sleep wear, swim wear, play wear, namely, play suits, formal wear, tuxedos and gowns, casual wear, shorts, polo shirts and smocks; gloves; and accessories, namely belts and ties.

2. Title. MACINTYRE hereby represents and warrants that it has not heretofore granted any license, right or privilege, with regard to the BUNCHKINS Mark, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the BUNCHKINS Mark.

3. Right to Sue for Past Infringement. MACINTYRE also assigns to ROYAL DOULTON all claims for past damages by reason of past infringement or misappropriation of the BUNCHKINS Mark, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of ROYAL DOULTON's successors, assigns or other legal representatives.

4. Cooperation. MACINTYRE agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all further instruments and documents and to perform such further acts as may be reasonably requested by ROYAL DOULTON to effectuate more fully the transactions contemplated by this Assignment, including all documents

necessary to effectuate transfer of the BUNCHKINS Mark with any domain name registrar, or state or federal government, agency or authority.

5. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of ROYAL DOULTON, its successors and other legal representatives, and shall be binding upon Pace, its successors, assigns and other legal representatives.

ROYAL DOULTON (UK) LIMITED

BRYEN MACINTYRE

By: [Signature]

By: [Signature]

Name: N. V. Pace

Name: Bryen MacIntyre

Title: C.E.O.

Title: owner

Date: 27-3-06

Date: 3.15.2006