

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
Rainbow Crane Company, LLC		09/12/2002	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	American Coin Merchandising, Inc. d/b/a Sugarloaf Creations, Inc.
Street Address:	5660 Central Avenue
City:	Boulder
State/Country:	COLORADO
Postal Code:	80301
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	1827345	ANIMAL HOUSE
Registration Number:	1828169	TOY HOUSE

CORRESPONDENCE DATA	
Fax Number:	(952)896-1537
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	952-896-3309
Email:	cquinn@larkinhoffman.com
Correspondent Name:	James P. Quinn
Address Line 1:	1500 Wells Fargo Plaza
Address Line 2:	7900 Xerxes Avenue
Address Line 4:	Bloomington, MINNESOTA 55431

ATTORNEY DOCKET NUMBER:	28899-00
--------------------------------	----------

NAME OF SUBMITTER:	Cathryn J. Quinn
---------------------------	------------------

Total Attachments: 2
 source=rainbowcraneamericancoin#page1.tif

OP \$65.00 1827345

10-24-02 06:21PM From: HUTCHINSON BLACK and COOK, LLC 3054426581 7-399 P. 02 F-733

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and dated this 12th day of September, 2002, by and between CMA Business Credit Services, as assignee for the benefit of creditors of Rainbow Crane Company, LLC ("Seller"), and American Coin Merchandising, Inc. ("Buyer").

RECITALS

- A. On or about August 15, 2002 (the "Assignment Date"), Rainbow Crane Company, LLC ("Rainbow") executed a General Assignment for the benefit of creditors, as assignor, to Seller, as assignee (the "Assignment").
- B. Rainbow was engaged in the manufacturing and refurbishing of skill cranes.
- C. Seller and Buyer have agreed on the terms of a proposed acquisition by Buyer of the Assets, as defined below (the "Transaction").
- D. Seller and Buyer are entering into this Agreement to implement the Transaction, subject to and conditioned upon the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

Article I.

ASSET DESCRIPTION

- 1.01 **Assets.** Seller agrees that at the Closing it shall sell, assign, transfer and convey to Buyer and Buyer agrees that it shall purchase and acquire from Seller, all of Seller's right, title and interest in all of the assets owned, possessed, used or otherwise the property of or related to Rainbow, including the assets that are identified in pages 1-72 of Schedule 1.01 attached hereto (collectively, the "Assets"), except for the Excluded Assets, as defined in Section 1.02.
- 1.02 **Excluded Assets.** The Assets shall not include cash, cash equivalents, accounts receivable (except for the Receivables, as defined in Section 2.01 below), marketable and unmarketable securities, life insurance contracts, insurance refunds, tax refunds, security and utility deposits, causes of actions against third parties, interest in any subsidiaries, any inventory or equipment that is held by the Seller for the benefit of third parties or is leased from third parties, which inventory and equipment is as listed on pages 73-76 of Schedule 1.01 (collectively, the "Excluded Assets").

SCHEDULE 4.10

INTELLECTUAL PROPERTY

1. The mark "Animal House," was registered by Rainbow on the principal register of the United States Patent and Trademark Office, Registration No. 1,827,345.
2. The mark "Toy House," was registered by Rainbow on the principal register of the United States Patent and Trademark Office Registration No. 1,828,169.
3. "Fun House," Rainbow claims a common law right to this name, but has not registered the name.
4. "Rainbow Crane," Rainbow claims a common law right to this name, but has not registered the name.

0201638.01

TRADE MARKS