

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
HomeSports, LLC		08/31/2006	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	Rainbow Play Systems, Inc.		
Street Address:	500 Rainbow Parkway		
City:	Brookings		
State/Country:	SOUTH DAKOTA		
Postal Code:	57006		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3114917	DOMINATOR	
CORRESPONDENCE DATA			
Fax Number:	(801)566-0750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	801-566-6633		
Email:	kjohnson@tnw.com		
Correspondent Name:	David W. Osborne		
Address Line 1:	P.O. Box 1219		
Address Line 4:	Sandy, UTAH 84091-1219		
ATTORNEY DOCKET NUMBER:	DOMAN 22556.TM		
NAME OF SUBMITTER:	David W. Osborne		
Signature:	/David W. Osborne/		
Date:	09/01/2006		

OP \$40.00 3114917

Total Attachments: 3

source=9-1-06 Doman Assignment Documents#page1.tif

source=9-1-06 Doman Assignment Documents#page2.tif

source=9-1-06 Doman Assignment Documents#page3.tif

EXHIBIT A

ASSIGNMENT

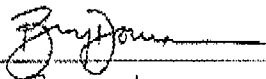
WHEREAS, Homesports LLC dba Doman Home Sports, a Utah limited liability company with its principal place of business at 3280 NE Frontage Road, Lehi, Utah 84043 ("Doman"), is the owner of the entire right, title, and interest in and to US Patent No. 6,837,810 and US design patent application Ser. No. 29/220660 (the "Patent Rights"), as well as U.S. Trademark Registration No. 3,114,917 (the "Trademark Rights"), together with the goodwill of the business connected with and symbolized by the Trademark Rights.

WHEREAS, Rainbow Play Systems, Inc., a Minnesota corporation with its principal place of business at 500 Rainbow Parkway, Brookings, SD 57006 ("Rainbow"), is desirous of acquiring the entire interest in and to the Patent Rights and the Trademark Rights (including the goodwill associated therewith).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the covenants and obligations hereinafter set forth to be well and truly performed, the parties hereby agree as follows.

Doman hereby, sells, assigns, and transfers to Rainbow, its lawful successors and assigns, Doman's entire right, title and interest in and to the Patent Rights and the Trademark Rights (together with the goodwill of the business connected with and symbolized by the Trademark Rights, including, without limitation, the right to renew any registrations included in the Trademark Rights). Rainbow hereby shall take, acquire and hold such right, title and interest in and to the Patent Rights and the Trademark Rights (including the goodwill associated therewith).

**HOMESPORTS LLC DBA
DOMAN HOME SPORTS**

By: 
Title: President
Date: 8/25/06

RAINBOW PLAY SYSTEMS, INC.

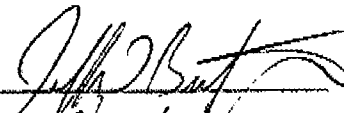
By: 
Title: President
Date: 8/31/06

EXHIBIT B

GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE is made effective this 1st day of September, 2006, by and among Rainbow Play Systems, Inc., a Minnesota corporation ("Rainbow"), on the one hand, and Homesports LLC dba Doman Home Sports, a Utah limited liability company ("Doman"), on the other hand.

WHEREAS, Rainbow and Doman have entered into an Asset Purchase Agreement, effective as of July 21, 2006, (the "Asset Purchase Agreement"; capitalized terms not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement), pursuant to which Doman has agreed (among other things) to sell, transfer, convey, assign and deliver to Rainbow and Rainbow has agreed to purchase from Doman the Assets; and

WHEREAS, Doman desires to transfer and assign to Rainbow the Assets pursuant to Section 2.1 of the Asset Purchase Agreement and Rainbow desires to accept the sale, transfer, conveyance, assignment and delivery thereof,

NOW, THEREFORE, for and in consideration of the mutual covenants contained in the Asset Purchase Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Doman hereby irrevocably sells, transfers, conveys, assigns and delivers to Rainbow free and clear of all liens, charges, security interests or encumbrances, the Assets TO HAVE AND TO HOLD the same unto Rainbow, its successors and assigns, forever.

Rainbow hereby accepts the sale, transfer, conveyance, assignment and delivery of the Assets.

This General Assignment and Bill of Sale may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

This General Assignment and Bill of Sale shall be governed by and construed in accordance with the laws of the State of Minnesota applicable to a contract executed and performed in such State without giving effect to the conflicts of laws principles thereof, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this General Assignment and Bill of Sale in order for this General Assignment and Bill of Sale to be effective in any respect, then the laws of such other jurisdiction shall govern this General Assignment and Bill of Sale to such extent.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers or managers to execute this General Assignment and Bill of Sale on the day and year first above written.

RAINBOW PLAY SYSTEMS, INC.

By: 

Title: President

HOMESPORTS LLC DBA
DOMAN HOME SPORTS

By: 

Title: President