

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
Techno Source		03/14/2011	CORPORATION: HONG KONG

RECEIVING PARTY DATA

Name:	Techno Source USA, Inc.
Street Address:	200 Fifth Avenue, Suite 246
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3397281	ALPHA MIXER
Registration Number:	3359459	AN ALL NEW SPIN ON THE WOLRD'S #1 CUBE!
Registration Number:	3887303	BUBBLE TALK
Registration Number:	3369954	CODE CRACKER
Registration Number:	3369953	CUBE CATCHER
Registration Number:	3409886	CUBE CHALLENGE
Registration Number:	3731885	GUESS WHAT I AM!
Registration Number:	3638147	GUESS WHAT I AM!
Registration Number:	3772110	GUESS WHAT I AM!
Registration Number:	3409855	MULTIPLAYER MADNESS
Registration Number:	3409856	PATTERN PANIC
Registration Number:	3279943	PREPARE TO BE OBSESSED
Registration Number:	3196210	PREPARE TO BE OBSESSED
Registration Number:	3755202	PUT YOUR GAME FACE ON!

OP \$540.00 3397281

Registration Number:	3409854	RAPID RECHARGE
Registration Number:	3212545	SUDOKU
Registration Number:	3270960	SUDOKU
Registration Number:	3397284	TEXT TUMBLER
Registration Number:	3763993	THE GAME OF GUESSING, ACTING, AND MAKING FUNNY FACES!
Registration Number:	3401644	W.O.R.D.
Registration Number:	3387844	YOUR FAVORITE GAME ANYWHERE, ANYTIME!

CORRESPONDENCE DATA

Fax Number: (312)706-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ipdocket@mayerbrown.com
 Correspondent Name: Jason L. White
 Address Line 1: P.O. Box 2828
 Address Line 4: Chicago, ILLINOIS 60690-2828

NAME OF SUBMITTER:	Jason L. White
Signature:	/Jason L. White/
Date:	08/31/2011

Total Attachments: 6
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ASSIGNMENT OF TRADEMARKS TO TECHNO SOURCE USA, INC.

THIS ASSIGNMENT OF TRADEMARKS (this "Agreement") is made and entered into this 14th day of March, 2011 by and between **Techno Source o/b Tudor Industries** hereinafter (the "Assignor") and **Techno Source USA, Inc.** (hereinafter the "Assignee").

WITNESSETH:

WHEREAS, Assignor owns all of the rights and privileges to certain trademarks identified on Exhibit "A" hereto ("Intellectual Property" or "IP");

WHEREAS, Assignor desires to assign their rights to the IP to Assignee;

WHEREAS, Assignee desires to acquire all rights and privileges to the IP;

NOW THEREFORE, for good and valuable consideration and in consideration of the respective representations, warranties, covenants, agreements and conditions set forth in the agreement relating to the sale and purchase of certain assets and business of Assignee entered into between Assignee, LF Centennial Limited, Mr. Richard Migatz, Mr. Wayne Nathan and Mr. Eric Levin dated [4 March] 2011, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Assignment of IP. Assignor hereby conveys and transfers to Assignee any and all rights of any kind or nature to the IP. Assignor may no longer use the IP or underlying technology for any purpose. Assignor represents and warrants that it possesses full and clear title to the IP and that Assignor has not previously sold, conveyed, transferred, pledged or assigned any interest in the IP to any individual or entity and shall not do so in the future.

Section 2. Consideration: Assignee shall pay to Assignor a consideration for the IP in the amount of US\$10,000.

Section 3. Intellectual Property: All copyrights, patents, trade secrets or other intellectual property rights associated or derived from with the IP, including any ideas, concepts, techniques, inventions, processes contained therein, shall be for the sole and exclusive property of Assignee and Assignor retains no rights to the IP.

Section 4. Further Assurances. The Assignor shall from time to time after the date hereof at the request of the Assignee, and without further consideration, execute and deliver to it such additional instruments as the Assignee shall reasonably request to evidence more fully the assignments made under this Agreement.

Section 5. Entire Agreement. This Agreement shall be deemed the entire agreement by and between Assignor and Assignee with regard to the subject matter of this Agreement and

supersedes any and all prior oral or written agreements to the contrary.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Trademarks to Techno Source USA, Inc. as of the date first above written.

**Approved and Agreed to By ASSIGNOR:
TECHNO SOURCE O/B TUDOR INDUSTRIES**

By: *Rachel Mast*


Agreed By TECHNO SOURCE USA, INC.:



By: *Wayne Nathan*
Name: Wayne Nathan
Title: Director

EXHIBIT "A"

See List of Trademarks Attached Hereto



Country	Mark	Class(es)	Application No.	Application Date	Registration No.	Registration Date	Status
Australia	BUBBLE TALK	28	1337374	16/12/2009	1337374	16/12/2009	Registered
Canada	BUBBLE TALK	28	1464169	24/12/2009	/	/	Advertised
United States	ALPHA MIXER	28	77088717	23/01/2007	3397281	18/03/2008	Registered
	AN ALL NEW SPIN ON THE WORLD'S #1 CUBE!	28	77198842	06/06/2007	3359459	25/12/2007	Registered
	BUBBLE TALK	28	77767254	24/06/2009	3887303	07/12/2010	Registered
	CODE CRACKER	28	77038160	07/11/2006	3369954	15/01/2008	Registered
	CUBE CATCHER	28	77038154	07/11/2006	3369953	15/01/2008	Registered
	CUBE CHALLENGE	28	77049380	22/11/2006	3409886	08/04/2008	Registered
	GUESS WHAT I AM!	28	77265783	28/08/2007	3731885	29/12/2009	Registered
	GUESS WHAT I AM!	41	77549039	18/08/2008	3638147	16/06/2009	Registered
			28	77276490	11/09/2007	3772110	06/04/2010
							
	MULTIPLAYER MADNESS	28	77038156	07/11/2006	3409855	08/04/2008	Registered

Country	Mark	Class(es)	Application No.	Application Date	Registration No.	Registration Date	Status
	PATTERN PANIC	28	77038165	07/11/2006	3409856	08/04/2008	Registered
	PREPARE TO BE OBSESSED	9	78959779	24/08/2006	3279943	14/08/2007	Registered
	PREPARE TO BE OBSESSED	28	78727063	05/10/2005	3196210	09/01/2007	Registered
	PUT YOUR GAME FACE ON!	28	77313202	25/10/2007	3755202	02/03/2010	Registered
	RAPID RECHARGE	28	77038146	07/11/2006	3409854	08/04/2008	Registered
		28	78725203	03/10/2005	3212545	27/02/2007	Registered
		9	77008536	27/09/2006	3270960	31/07/2007	Registered
	TEXT TUMBLER	28	77089105	23/01/2007	3397284	18/03/2008	Registered



Country	Mark	Class(es)	Application No.	Application Date	Registration No.	Registration Date	Status
	THE GAME OF GUESSING, ACTING, AND MAKING FUNNY FACE!	28	77447800	14/04/2008	3763993	23/03/2010	Registered
	WORLD	28	77267932	30/08/2007	3401644	25/03/2008	Registered
	YOUR FAVORITE GAME ANYWHERE, ANYTIME!	28	77111840	20/02/2007	3387844	26/02/2008	Registered

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