

**ASSIGNMENT OF INTELLECTUAL PROPERTY AND
AGREEMENT TO WIND UP**

I. PURPOSE

The purpose of this Agreement is to transfer all of the rights and information currently held by ToyTeck Corporation, a Michigan Corporation (“Assignor”), including title to all intellectual property, necessary for, and incidental to, the design, development, manufacture, marketing, and sales of certain gumball dispenser machines to Toy Teck Limited, a Hong Kong entity (“Assignee”); and to provide for the conclusion of Assignor’s business so as not to cause confusion in the marketplace with Assignee’s business.

The intellectual property addressed by this agreement includes, but is not limited to, any and all patents, trademarks, trade dress, copyrights, and trade secrets regarding:

1. ToyTeck item #006, product description: 5.5” CLASSIC CARNIVAL GUMBALL BANK – COIN OPERATED ASSORTMENT AND IT’S LINE EXTENSION
2. ToyTeck item #018B, product description: 3” MINI CARNIVAL GUMBALL BANK ASSORTMENT AND IT’S LINE EXTENSION
3. ToyTeck item #101, product description: 12” GUMBOT ROBOT GUMBALL BANK
4. ToyTeck item #102, product description: 12” GUMBOT RAPTOR GUMBALL BANK
5. ToyTeck item #103, product description: 12” GUMBOT PENGUIN GUMBALL BANK
6. ToyTeck item #250, product description: 4” MINI LIGHT-UP GUMBOT ROBOTS GUMBALL DISPENSER ASSORTMENT
7. ToyTeck item #225, product description: 4” MINI LIGHT-UP BUBBLEGUM QUEENZ GUMBALL DISPENSER ASSORTMENT
8. ToyTeck item #014, product description: BIG RIG TRUCK
9. ToyTeck item #015, product description: LITTLE RIG TRUCK
10. ToyTeck item #030, product description: MINI BASEBALL AND GLOVE
11. ToyTeck item #301, production description: SANTA CLAUS
12. ToyTeck item #302, production description: SNOWMAN
13. ToyTeck product description: MINI FOOTBALL
14. ToyTeck production description: GUMBO GUMBOT
15. ToyTeck production description: STARFIGHTER

II. PARTIES

Assignor is:
ToyTeck Corporation, a Michigan Corporation
706 Owl Court
Walled Lake, MI 48390;

and its principals, agents, employees, officers, directors, owners, members, incorporators, independent contractors, affiliates, attorneys, and heirs and assigns thereof.

Assignee is:
Toy Teck Limited, a Hong Kong entity
8th Floor, HK Spinners Industrial Bldg.
818 Cheung Sha Wan Road, Kowloon, Hong Kong.

III. EFFECTIVE DATE

The Effective Date of this Agreement is September 14, 2007.

IV. GRANT OF INTELLECTUAL PROPERTY

A. Patents and Patent Applications

Assignor irrevocably grants to Assignee any and all rights to make, use, and sell the inventions set forth in the claims of any patent or patent application, as well as any continuations, continuations-in-part, or reissues thereof including the right to prevent others from infringing the claims of the same and to collect damages for infringement of the same prior to the Effective Date, related to or presently used by Assignor, Assignor's agents, or any other party under the auspices of Assignor in the design, development, manufacture, and sale of gumball dispenser machines.

B. Trademarks and Trade Dress

Assignor irrevocably and perpetually grants to Assignee any and all rights to use, identify, and mark goods in commerce related to gumball dispenser machines and any trade dress associated therewith including, but not limited to, as embodied in U.S. Trademark Application Serial No. 77078633; filed January 9, 2007; for the word mark "GUMBOTS"; and the words and phrases "TOYTECK", "CLASSIC CARNIVAL GUMBALL BANK", "MINI CARNIVAL GUMBALL BANK", "GUMBOT ROBOT GUMBALL BANK", "GUMBOT RAPTOR GUMBALL BANK", "BUBBLEGUM QUEENZ", "GUMBOT PENGUIN GUMBALL BANK", "BIG RIG TRUCK", "LITTLE RIG TRUCK", "GUMBO GUMBOT", and "STARFIGHTER" in connection with gumball dispenser machines; including the right to prevent others from infringing or diluting any trademark or trade dress subject hereto and to collect damages for infringement or dilution of the same prior to the Effective Date, and including any and all rights related to the goodwill and consumer impression associated with such trademark.

C. Trade Secrets

Assignor irrevocably grants to Assignee any and all rights to trade secrets held by Assignor in connection with the design, development, manufacture, sale, and use of gumball dispenser machines including the right to prevent others from misappropriating the same and to collect damages for misappropriation of the same prior to the Effective Date, and including, but not limited to designs, pricing, profit margins, manufacturing processes, inventory and distribution control, customer lists, all contacts and communications with customers, vendors, buyers, suppliers, logistics operators, sales agents, licensing agents, designers, and advertisers.

D. Copyrights

Assignor irrevocably grants to Assignee any and all rights to copyrights held by Assignor, without restriction, in connection with the design, development, manufacture, sale, and use of gumball dispenser machines including the right to prevent others from infringing the same and to collect damages for infringement of the same prior to the Effective Date, and including, but not limited to, product design and decoration, packaging, instruction manuals or other literature meant to accompany the product in the marketplace, advertisements, catalogs, promotional material, and other works.

E. Royalty Rights

Assignor irrevocably and perpetually grants to Assignee any and all rights to collect royalties accruing before or after the Effective Date pertaining to the use of any patent, trademark, trade dress, trade secret, copyright, or any other intellectual property necessary for, and incidental to, the design, development, manufacture, marketing, and sales of gumball dispenser machines.

F. Perfection or Withdrawal of All Intellectual Property Registrations

Assignor agrees it will take all steps necessary to perfect the registration with any agency or firm, government or otherwise, of any and all intellectual property rights hereunder now pending including, but not limited to, registration of U.S. Trademark Application Serial No. 77078633; filed January 9, 2007.

While Assignor is obligated to take or cause to be taken such steps, the fees and costs associated with perfecting said intellectual property registrations, including reasonable attorneys' fees, shall be paid by Assignee.

At Assignee's sole discretion, Assignor agrees to take all necessary steps to effectuate withdrawal of any and all such registrations upon notification of Assignee's request therefor.

G. Necessary Acts to Complete Purposes of this Agreement

Assignor agrees it will cooperate in a timely fashion with the completion of and execute all documents necessary to complete the transfer and assignment of title or registrations of any intellectual property necessary for, and incidental to, the design, development, manufacture, marketing, and sales of gumball dispenser machines including, but not limited to, U.S. Trademark Application Serial No. 77078633; filed January 9, 2007, to Assignee within three (3) months of the Effective Date.

While Assignor is obligated to take or cause to be taken such steps, the fees and costs associated with transferring said intellectual property registrations, including reasonable attorneys' fees, shall be paid by Assignee.

V. ASSIGNMENT OF VENDOR AGREEMENTS/AGENCY REGISTRATION

Assignor assigns to Assignee each and every right under contract with Assignor's vendors engaged in any service or delivery of goods whatsoever necessary for, and incidental to, the design, development, manufacture, marketing, and sales of gumball dispenser machines including, but not limited to, the Exclusive Manufacturing Agreement executed December 2006 with Kentoys, Ltd., Rm. 2303-6, 23/F Grandtech Center, 8 On Ping St., Siu Lek Yuen, Shatin, N.T. Hong Kong. Assignor shall execute all documents necessary to perfect such assignments.

Assignor assigns to Assignee the right to appoint agents and execute all duties necessary to fulfill the purpose of its agency registrations, including, but not limited to, U.S. Department of Health Services, Food and Drug Administration, Food Facility Registration Module Registration No. 13296517424.

VI. DELIVERY OF PHYSICAL ITEMS AND TOOLING

Assignor shall deliver or cause to be delivered to such location and at such reasonable time as designated by Assignee all physical documents and items, including but not limited to, product samples, prototypes, records, receipts, financial statements, designs, and packaging.

Assignor shall deliver or cause to be delivered to such location and at such reasonable time as designated by Assignee all factory tooling, including but not limited to, such factory tooling held in bailment by Kentoys, Ltd. pursuant to Assignor's Exclusive Manufacturing Contract therewith. Assignor shall not be held liable for any breach of contract, bailment, or other duty by Kentoys, Ltd.

VII. WINDING UP OF ASSIGNOR'S BUSINESS

Assignor agrees and warrants that it does not conduct business as of the Effective Date except as required to fulfill the terms of this Agreement. Assignor further agrees to, at its own expense, file all documents and undertake all actions necessary to dissolve ToyTeck Corporation with the Michigan Department of Labor & Economic Growth, Bureau of Commercial Services at such time that all other assignments and transfers provided for by this Agreement, for which the

existence of the corporate entity is required, are completed. Assignor further agrees that it will not re-establish ToyTeck or any other entity bearing such name at any time; nor will it enter into any other enterprise in competition with the business of Assignee for a period of no less than two (2) years from the Effective Date.

Except as specifically stated herein, the winding up of Assignor's business will be conducted with Assignee's approval on a case-by-case basis relating to all existing obligations and relationships maintained by Assignor. Assignee shall not engage in any conduct which poses a risk of interruption of business pertaining to gumball dispenser machines under this agreement, including but not limited to, product shipments to retail customers including pending orders from WalMart Canada.

Assignor warrants that the Michigan corporation referenced herein is the only entity operated by Assignor under the name "ToyTeck," "Toy Teck," or any name confusingly similar thereto.

VIII. CONSIDERATION

In exchange for the goods, grants, assignments, promises, and warranties by Assignor herein, and with other good and valid consideration the receipt of which is acknowledged by executing this Agreement, Assignee will pay the following sums:

To Assignor: \$_____. This sum to be paid via TT within seventy-two (72) hours of execution of this Agreement by all parties and to such accounts as designated by mutual agreement of the parties.

To Assignor's Vendors: Assignee will pay such sums as reasonably necessary to satisfy amounts owed by Assignor to vendors relating to the gumball dispenser machines contemplated by this Agreement and incurred in the development of the products named in this Agreement the benefit of which shall be enjoyed by Assignee upon execution hereof. These sums are paid only to the benefit of Assignor and no third-party beneficiary is created by reference to these or any other sums paid to vendors or other parties on behalf of Assignor pursuant to this Agreement.

No payments or consideration, express or implied, shall inure to the benefit of Assignor at the expense of Assignee in exchange for the grants, assignments, promises, and warranties in this Agreement except as explicitly set forth herein.

IX. EXPENSES

Except as specifically provided by this Agreement, all costs and expenses necessary or incidental to the fulfillment of the terms herein shall be borne by the respective parties incurring said costs and expenses and no claim for reimbursement or request to advance funds as between the parties is contemplated or authorized.

X. WARRANTIES AND REPRESENTATIONS

Assignor represents that it is duly authorized and/or has power of attorney to conduct all business and assign all rights in connection with all grants, assignments, promises, and warranties herein.

Assignor warrants that it has the sole right to assign all grants, assignments, promises, and warranties herein, and every component or element thereof, and that the rights conferred hereby do not infringe on the intellectual property rights of any third party. In addition to any other indemnity provisions in this agreement, Assignor expressly agrees to defend and indemnify Assignee for any and all claims of patent infringement, trademark infringement or dilution, trade secret misappropriation, copyright infringement, or breach of licensing agreement brought by a third party related to the subject matter of this Agreement.

Assignor warrants that none of the rights—whether related to intellectual property, contract, or otherwise—granted or assigned herein are subject to subsisting licenses or otherwise encumbered in any way.

Each party warrants that the individuals executing this Agreement are fully authorized by the respective parties to do so, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement.

XI. GOVERNING LAW AND FORUM

This Agreement will be governed by and construed in accordance with the substantive laws in force in the State of California. Assignor submits to personal jurisdiction and venue of High Court of Hong Kong Special Administrative Region, Court of First Instance with respect to such matters.

XII. INDEMNITY

Assignor shall indemnify, defend and forever hold Assignee harmless from and against any and all claims, demands, losses, costs and expenses, attorneys' fees, investigations, damages, judgments, penalties, and liabilities of any kind or nature whatsoever, directly or indirectly arising out of, resulting from, relating to, or connected with any breach of any grant, assignment, promise, or warranty made by Assignor herein; and, notwithstanding any other term of this Agreement, any claim of infringement of any patent, trademark, or other intellectual property right in connection with the rights conferred herein. Assignor shall promptly upon receipt of notice of any such claim defend such claim at Assignor's sole cost and expense, or Assignee, at its sole discretion, may engage counsel and defend such claim at Assignor's sole cost and expense.

XIII. GENERAL PROVISIONS

A. Integration/Modification

This Agreement is the entire agreement between the parties relating to the matters herein and it supersedes any prior representations, discussions, undertakings, communications, or statements relating to such matters. This Agreement may only be modified by a writing signed by Assignee.

B. Severability

If any part of this Agreement is found void and unenforceable, such finding will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms.

C. Nonwaiver of Breach

The failure of Assignee to enforce the terms of this Agreement shall not constitute a waiver of the rights granted herein nor shall it bar Assignee from pursuing remedies on the basis of breach of terms enumerated herein. Any actual waiver of a right or obligation owed to Assignee by this Agreement may only be made by a writing signed by Assignee.

D. Notice

Any notice required by or relating to this Agreement shall be sent:

If to Assignor, to:

Mitch August
706 Owl Court
Walled Lake, MI 48390

If to Assignee, to:

Toy Teck Limited
8th Floor, HK Spinners Industrial Bldg.
818 Cheung Sha Wan Road, Kowloon, Hong Kong

E. Assignment and Delegation

Assignor may not transfer, assign, or delegate any right or duty under this Agreement. Assignee reserves the right to assign or delegate any right or duty without restriction.

F. No Relationship Formed

This Agreement does not establish a partnership, agency, or joint venture between the parties. Under no circumstances shall Assignee be held liable for any debt or liability of Assignor beyond the amounts specifically enumerated in this Agreement.

G. Limitation of Liability

In no event shall Assignee be liable for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (1) errors, mistakes, or inaccuracies related to design, development, manufacture, sale, and use of gumball dispenser machines; (2) personal injury or property damage of any kind whatsoever related to the subject matter of this Agreement; (3) the engagement or failure to engage the principals, agents, employees, officers, directors, owners, members, incorporators, or independent contractors of Assignor with or without compensation, in any capacity, whether related to the subject matter of this Agreement or otherwise; (4) any decision by Assignee to cease the design, development, manufacture, sale, or use of gumball dispenser machines; and/or (5) any decision by Assignee not to engage in the design, development, manufacture, sale, or use of gumball dispenser machines; whether based on warranty, contract, tort, or any other legal theory, and whether or not Assignee is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

H. No Third-Party Beneficiary

This Agreement is not intended to create any right or obligation inuring to the benefit of any individual or entity not a party to this Agreement.

I. Attorneys' Fees

In any dispute arising out of the terms of this Agreement, the prevailing party shall be entitled to its costs including attorneys' fees.

J. Advice of Counsel/Mutual Drafting

The parties acknowledge that they have had the opportunity to seek the advice of legal counsel prior to executing this Agreement and that they understand the effect that this Agreement has on their respective legal rights regarding the subject matter herein. As such, this Agreement shall be treated as though drafted by both parties as the result of an arms-length negotiation and any ambiguities in this Agreement shall not be construed against one party or another.

K. Headings not Binding

The headings and list numbers used throughout this Agreement are for convenience only and have no binding effect.

L. Facsimile Signatures/Counterparts

The parties agree that facsimile of signatures to this Agreement shall be valid and binding as original signatures and that the Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date last written below. However, the Effective Date of this Agreement is as stated above.

DATED: _____, 2007 TOYTECK CORPORATION (ASSIGNOR)

By: _____
Name: Mitch August
Title:

DATED: _____, 2007 TOY TECK LIMITED (ASSIGNEE)

By: _____
Name:
Title: