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VIA EDIS

July 20, 2022

The Honorable Lisa R. Barton
Secretary to the Commission
U.S. International Trade Commission
500 E Street, S.W.
Washington, D.C. 20436

Re: *Certain Soft Projectile Launching Devices, Components Thereof, Ammunition, and Products Containing Same;* Inv. No. 337-TA-__

Dear Secretary Barton:

Hasbro, Inc. and Spin Master, Inc. (collectively, "Complainants") respectfully request that the Commission institute an investigation pursuant to Section 337 of the Tariff Act of 1930, as amended, concerning certain soft projectile launching devices, components thereof, ammunition, and products containing same. In accordance with the Commission's Temporary Change to Filing Procedures dated March 16, 2020, please find enclosed the documents in support of Complainants' request, including the following:

1. One (1) electronic copy of Complainants' Verified Complaint; pursuant to Commission Rules 210.8(a)(1)(i) and 210.12(a);

2. One (1) electronic copy of Complainants' letter and certification requesting confidential treatment of Exhibits 5, 6, 9A-9B, and 10A-10B, pursuant to Commission Rules 210.5(d) and 201.6(b);

3. One (1) electronic copy of Complainants' Statement on the Public Interest, pursuant to Commission Rules 210.8(b);

4. One (1) electronic copy of the public exhibits to the Complaint, pursuant to Commission Rule 210.8(a)(1)(i), including:

    - One (1) electronic copy of the certified versions of U.S. Patent No. 8,371,282 and U.S. Patent No. 8,640,683 (the "Asserted Patents") listed as Exhibits 1 through 2 to the Complaint;

    - One (1) electronic copy of certified assignment records for the Asserted Patents, listed as Exhibits 3 through 4 to the Complaint.

SPIN MASTER 2001
Prime Time Toys et al. v. Spin Master, Inc.
IPR2023-01339

5. One (1) electronic copy of the confidential exhibits to the Complaint, pursuant to Commission Rule 210.8(a)(1)(ii);

6. One (1) electronic copy of the certified prosecution histories for each of the Asserted Patents, included as Appendices A and B to the Complaint, pursuant to Commission Rule 210.12(c)(1); and

7. One (1) copy of each of the patents and applicable pages of each technical reference identified in the respective prosecution histories of the Asserted Patents, included as Appendices C and D, pursuant to Commission Rule 210.12(c)(2).

Complainants confirm that they will serve copies of the non-confidential versions of the Complaint and all associated exhibits and appendices upon the institution of this investigation on the proposed respondents consistent with 19 C.F.R. Part 201 (including 19 C.F.R. § 201.16) and the Commission's Temporary Change to Filing Procedures.

Please do not hesitate to contact me should you have any questions.

Sincerely,



Brian Boyd
Encl.

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VIA EDIS

July 20, 2022

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The Honorable Lisa R. Barton
Acting Secretary
U.S. International Trade Commission
500 E Street, S.W.
Washington, D.C. 20436

Re: *Certain Soft Projectile Launching Devices, Components Thereof, Ammunition, and Products Containing Same;* Inv. No. 337-TA-__

Dear Secretary Barton:

In accordance with 19 C.F.R. §§ 201.6(b) and 210.5, Complainants Hasbro, Inc. ("Hasbro") and Spin Master, Inc. ("Spin Master") (collectively, "Complainants") respectfully request confidential treatment of the business information contained in Confidential Exhibits 5, 6, 9A-9B, and 10A-10B to the Verified Complaint.

The information in these documents is proprietary commercial information not otherwise publicly available. Specifically, the Verified Complaint contains confidential details regarding Hasbro's internal product development and business plans; Confidential Exhibits 5 and 6 contain detailed confidential information regarding Hasbro's business plans and its financial investments, expenditures, and licensing of the asserted patents; and Confidential Exhibits 9A-9B and 10A-10B contain confidential technical details of the design of Hasbro's domestic industry products, as well as related product literature, which are not public as of the date of this letter.

The information described above qualifies as confidential business information pursuant to 19 C.F.R. § 201.6(a) because:

1. It is not publicly available;

2. The unauthorized disclosure of such information could cause substantial harm to the competitive position of Complainants;

3. The disclosure of such information could impair the Commission's ability to obtain information necessary to perform it statutory function.

Please contact me if you have any questions about this request, or if this request is not granted in full.

Respectfully submitted,



Brian Boyd

CERTIFICATION

I, Brian Boyd, counsel for Complainant Hasbro, Inc., declare:

1. I am duly authorized by Hasbro, Inc. to execute this certification.

2. I have reviewed the Confidential Complaint and Confidential Exhibits 5, 6, 9A-9B, and 10A-10B for which confidential treatment has been requested.

3. To the best of my knowledge, information, and belief, formed after reasonable inquiry, substantially-identical information is not available to the public.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 20th day of July, 2022.



Brian P. Boyd
Atlanta, GA

UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C. 20436

In the Matter of **CERTAIN SOFT PROJECTILE LAUNCHING DEVICES, COMPONENTS THEREOF, AMMUNITION, AND PRODUCTS CONTAINING SAME**	**Inv. No. 337-TA-____**

COMPLAINANTS' STATEMENT REGARDING THE PUBLIC INTEREST

In support of their Complaint entitled *Certain Soft Projectile Launching Devices, Components Thereof, Ammunition, and Products Containing Same,* Complaints Hasbro, Inc. ("Hasbro") and Spin Master, Inc. ("Spin Master") (collectively, "Complainants") respectfully submit this statement regarding the public interest, as required by Commission Rule 210.8(b).

This proceeding concerns the importation, sale for importation, and/or sale after importation into the United States of certain soft projectile launching devices, components thereof, ammunition, and products containing same that infringe United States Patent Nos. 8,640,683 and 8,371,282 (collectively, the "Asserted Patents"). Specifically, Complainants seek a permanent limited exclusion order, pursuant to Section 337(d), excluding from entry into the United States the proposed respondents'[1] accused products (identified in the Complaint) that infringe one or more claims of the Asserted Patents. Complainants also seek permanent cease and desist orders covering the accused products and a bond upon respondents' importation of infringing products during the presidential review period.

Issuance of the requested remedial orders will provide relief in the face of widespread and ongoing importation into the United States, sale for importation, and sale within the United States

[1] *See* the Complaint for the full list of proposed respondents.

after importation of products that infringe the Asserted Patents. In this case, the requested remedial orders would not have an adverse effect on the public health and welfare, competitive conditions in the United States economy, the production of like or directly competitive articles in the United States, or United States consumers. Protecting Complainants' intellectual property rights and domestic industry through the requested remedial orders will serve the public interest while having little or no adverse effect on the public interest.

I. THE REQUESTED REMEDIAL ORDERS ARE IN THE PUBLIC INTEREST

The Commission has long recognized the strong public interest in enforcing intellectual property rights. *See Certain Baseband Processor Chips and Chipsets, Transmitter and Receiver (Radio) Chips, Power Control Chips, and Products Containing Same, Including Cellular Telephone Handsets,* Inv. No. 337-TA-543, USITC Pub. 4258, at 136-37 (Oct. 2011). In this case, the requested remedial orders are in the public interest for the following reasons: (1) exclusion of the accused products will not have an adverse effect on the public health or welfare; (2) the requested remedial orders will not result in any void in the market; and (3) the requested remedial orders will not adversely affect United States consumers.

(1) Explanation of how the articles potentially subject to the orders are used in the United States

The accused products are generally projectile launching devices, i.e., "blasters" that are designed to launch soft, spherical ammunition made from hydrated super absorbent polymers (SAP). They are used for recreation and entertainment purposes, by users who use the projectile launchers to launch the ammunition at a target. The ammunition is soft and is designed to break apart upon impact. The accused products are manufactured outside the United States, imported into the United States, and sold within the United States after importation via various outlets including online retailers and wholesalers.

(2) Identification of any public health, safety, or welfare concerns relating to the requested remedial orders

There are no health, safety, or welfare concerns at issue in this Investigation. The accused products are not used to treat any medical condition as in *Certain Fluidized Supporting Apparatus and Components Thereof*, Inv. No. 337-TA-182/188 (specialized hospital beds for burn patients), nor are they used to improve an important national health, safety or welfare interest as in *Certain Inclined Field Acceleration Tubes*, Inv. No. 337-TA-67 (basic atomic research) or *Certain Automatic Crankpin Grinders*, Inv. No. 337-TA-60 (fuel economy standards). In general, potential concerns about a proposed remedy having a negative impact on public health, safety, or welfare have arisen in investigations involving pharmaceuticals, medical equipment, or green technology products, such as hybrid cars or solar panels. The accused products recommended for exclusion are intended for recreation and entertainment purposes, and their exclusion does not implicate public health, safety, or welfare concerns.

(3) Identification of like or directly competitive articles that Complainants, their licensees, or third parties make that would replace the subject articles if they were to be excluded

Hasbro will manufacture and distribute like and directly competitive models of soft projectile launching devices and ammunition, including its NERF "Pro GelFire" blasters that are designed to launch hydrated SAP ammunition. As detailed in the Complaint and supporting documents thereto, preorders for the NERF Pro GelFire Mythic Blaster began in July 2022, and Hasbro plans for the products to be available on shelves by November 2022. Thus, even if the accused products at issue in this investigation were excluded, consumers would still have products from which to choose.

(4) Indication of whether the Complainants, their licensees, or third parties have the capacity to replace the volume of articles subject to the recommended remedial orders in a commercially reasonable time in the United States

Hasbro has the capacity to replace the proposed respondents' U.S. sales of soft projectile launching devices and ammunition in a commercially reasonable time. Hasbro is a well-known global play and entertainment company with established supply chains and a long history of manufacturing "blaster" products at scale. If the Accused Products were excluded from the United States, Hasbro would have the capacity to replace their volume of accused products to the U.S. market within a commercially reasonable time.

(5) How the requested remedial orders would impact consumers

As explained above, exclusion of the proposed respondents' soft projectile launching devices and ammunition, whether by limited exclusion order and/or cease and desist order, would not adversely affect consumers in the United States in view of Hasbro's sales of NERF "Pro GelFire" products within the United States. Accordingly, there will be minimal, if any, impact to the public interest by the exclusion of the proposed respondents' infringing products.

II. CONCLUSION

If the Commission grants the requested remedial orders, the public interest will be served. The accused products are not necessary to any health or welfare need, and an adequate supply of substitute devices will be available through Hasbro Inc. As such, the strong public interest in protecting Complainants' valid intellectual property rights outweighs any potential adverse impact on the public interest.

Respectfully submitted,

FISH & RICHARDSON P.C.

By: */s/ Brian P. Boyd*

Dated: July 20, 2022

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[redacted]

UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C. 20436

In the Matter of **CERTAIN SOFT PROJECTILE LAUNCHING DEVICES, COMPONENTS THEREOF, AMMUNITION, AND PRODUCTS CONTAINING SAME**	Inv. No. 337-TA-____

COMPLAINT OF HASBRO, INC. AND SPIN MASTER, INC. UNDER SECTION 337 OF THE TARIFF ACT OF 1930, AS AMENDED

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(continued on next page)

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Longgang District, Shenzhen City,
Guangdong Province, China

Guangdong Yu Lee Technology Corporation
No 357 Qingfeng Rd
QingXi Town, Dongguan City,
Guangdong Province, China

Yu Lee Company Ltd.
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52A Sha Tsui Rd, Tsuen Wan
N.T. Hong Kong

Gel Blaster, Inc. f/k/a Gel Blaster, LLC
5000 Plaza on the Lake, Suite 265
Austin, Texas 78746

S-Beam Precision Products Ltd.
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Xinping 2nd Road, Mingzhong Town,
Zhongshan City, Guangdong Province, China.

(continued on next page)

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Splat-R-Ball, LLC
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Daisy Manufacturing Company
1700 N 2nd St
Rogers, Arkansas 72756

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151-153 Hoi Bun Rd,
Kwun Tong, Hong Kong SAR

Easebon Services Ltd.
Suite 5 2/F Kwong Sang Hong Centre,
151-153 Hoi Bun Rd,
Kwun Tong, Hong Kong SAR

Prime Time Toys LLC
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Pompton Lakes, New Jersey 07442

[redacted]

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[redacted]

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64	Website showing https://gelblaster.com/products/gel-blaster-surge-extra-hopper-and-feedneck
65	Manual for the Gel Blaster Surge (excerpts)
66	Manual for the Gel Blaster Starfire (excerpts)
67	Website showing https://splatrball.com/product-category/soft-water-bead-blaster-ammo-accessories-magazines-battery

[redacted]

Ex. No.	Description
68	Pre-order web page screens for Hasbro NERF GelFire Pro Mythic from Target, Amazon, and Hasbro Pulse

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A	Certified Copy of the Prosecution History of the ’282 Patent
B	Certified Copy of the Prosecution History of the ’683 Patent
C	Technical References Cited in the Prosecution History of the ’282 Patent
D	Technical References Cited in the Prosecution History of the ’683 Patent

[redacted]

I. INTRODUCTION

1. Complainants Hasbro, Inc. ("Hasbro") and Spin Master, Inc. ("Spin Master") (collectively, "Complainants") request that the United States International Trade Commission commence an investigation pursuant to Section 337 of the Tariff Act of 1930, as amended, 19 U.S.C. § 1337 ("Section 337"), to remedy the unlawful importation into the United States, sale for importation into the United States, and/or sale within the United States after importation, of certain soft projectile launching devices, components thereof, ammunition, and products containing same, whether new or refurbished, (collectively referred to as "Accused Products") that infringe valid and enforceable United States patents owned and exclusively licensed by Complainants.[1]

2. The proposed Respondents are Gel Blaster, Inc., Shenzhen Yi Jin Electronics Science (a/k/a "Shenzhen Yi Jin Electronics" and/or "Yi Jin Electronics Science"), Guangdong Yu Lee Technology Corporation, and Yu Lee Company Ltd. (collectively, the "Gel Blaster Respondents"); Splat-R-Ball, LLC, Daisy Manufacturing Company (d/b/a "Daisy Outdoor Products"), and S-Beam Precision Products Ltd. (collectively, the "Splat-R-Ball Respondents"); and Prime Time Toys LLC, Prime Time Toys Ltd., and Easebon Services Ltd. (collectively, the "PTT Respondents") (the Gel Blaster Respondents, Splat-R-Ball Respondents, and PTT Respondents collectively as "Respondents"). Respondents have engaged in unfair acts in violation of Section 337 through and in connection with the unlicensed importation into the United States, sale for importation into the United States, and/or sale within the United States after importation of Accused Products that infringe one or more claims of United States Patent No. 8,371,282

[1] Complainants understand that the Commission is currently closed to the public and, thus, that the Commission is not currently accepting physical samples in connection with Section 337 complaints. Complainants plan to submit physical samples of the Domestic Industry Products and Accused Products when the Commission reopens to the public.

[redacted]

("the '282 Patent") and United States Patent No. 8,640,683 ("the '683 Patent"). The '282 and '683 Patents are collectively referred to herein as "the Asserted Patents."

3. Complainants assert that Respondents directly infringe, contributorily infringe, and/or induce the infringement of at least the following claims of the Asserted Patents (collectively, "the Asserted Claims") with independent claims in bold:

U.S. Patent No.	Asserted Claims
8,371,282	**1**-15, 17-21
8,640,683	**1**-6, 10-15

4. As required by Section 337(a)(2) and defined by Section 337(a)(3), an industry in the United States exists and/or is in the process of being established relating to articles protected by the Asserted Patents. Complainant Hasbro has developed [redacted] NERF Pro GelFire [redacted] practice the Asserted Patents. Preorders of Hasbro's NERF Pro GelFire Mythic Blaster (through Hasbro Pulse and major retailers, including Target and Amazon) began in July 2022. *See* Confidential Exhibit 6 (Declaration of Adam Kleinman). Hasbro plans for the product to be available on shelves by November 2022. *Id.* [redacted]

5. Complainants seek a permanent limited exclusion order, pursuant to Section 337(d), excluding from entry into the United States all of Respondents' Accused Products that infringe one or more claims of the Asserted Patents. Complainants also seek permanent cease and desist orders, pursuant to Section 337(f), directing Respondents to cease and desist from activities including, but not limited to, importing, marketing, advertising, demonstrating, warehousing inventory for distribution, offering for sale, selling, distributing, or using such Accused Products

[redacted]

in the United States. Complainants also seek the imposition of a bond if Respondents continue to import infringing articles during the 60-day Presidential review period, pursuant to Section 337(j).

6. Founded nearly 100 years ago in 1923, Hasbro is a global play and entertainment company committed to Creating the World's Best Play and Entertainment Experiences and its purpose of making the world a better place for all children, fans and families. Hasbro delivers immersive brand experiences for global audiences through consumer products, including toys and games. Hasbro markets and sells toys and games based on its owned and controlled brands globally at retail stores, through e-commerce platforms and through its fan-based direct-to-consumer platform, Hasbro PULSE.

7. Hasbro's toys and games include action figures, arts and crafts and creative play products, fashion and other dolls, play sets, preschool toys, plush products, sports action blasters and accessories, vehicles and toy-related specialty products, games and many other consumer products, which represent an array of internationally recognizable brands that capture the imagination of our consumers worldwide. Hasbro's iconic brands include NERF, MAGIC: THE GATHERING, MY LITTLE PONY, TRANSFORMERS, PLAY-DOH, MONOPOLY, BABY ALIVE, DUNGEONS & DRAGONS, POWER RANGERS, PEPPA PIG and PJ MASKS, as well as premier partner brands.

8. Spin Master was founded in 1994 by childhood friends, Ronnen Harary and Anton Rabie. Spin Master has grown significantly since its inception, transforming from a small, single product operation into a leading global children's entertainment company with a diverse portfolio of innovative toys, entertainment franchises and digital games. Spin Master is the owner of award-winning brands that entertain and inspire children and families, such as PAW Patrol, Bakugan, Hatchimals, Kinetic Sand, and Air Hogs.

[redacted]

9. Spin Master is the owner of the Asserted Patents, *see* Exhibits 3-4, and Hasbro is the exclusive licensee of the Asserted Patents, *see* Confidential Exhibit 5.

10. As described herein and in the attached declaration, a domestic industry, under subparts (A), (B), and/or (C) of Section 337(a)(3), exists and/or is in the process of being established by virtue of Complainants' significant U.S. investment in plant and equipment, significant employment of U.S. labor and capital, and substantial investment in U.S. exploitation of the Asserted Patents, including through engineering, research and development, and other activities designed to exploit the patented technology.

II. THE PARTIES

A. Complainants

11. Hasbro is a Rhode Island corporation with a principal place of business at 1027 Newport Avenue, Pawtucket, Rhode Island 02861. Hasbro is a global leader in play and entertainment products.

12. Spin Master is a Delaware corporation with a principal place of business at 5880 W. Jefferson Blvd., Los Angeles, CA 90016. Spin Master is a global children's entertainment company with a diverse portfolio of innovative toys, entertainment franchises and digital games.

B. Proposed Respondents[2]

1. The Gel Blaster Respondents

13. On information and belief, proposed respondents Gel Blaster, Inc., Shenzhen Yi Jin Electronics Science (a/k/a "Shenzhen Yi Jin Electronics" and/or "Yi Jin Electronics Science"),

[2] The proposed Respondents named herein are based on public information currently available to Respondents regarding the entities involved in the sale for importation into the United States, importation into the United States, and/or sale within the United States after importation of the Accused Products. To the extent Complainants obtain additional information revealing additional potential respondents, including for example through the course of discovery, Complainants reserve the right to request that these entities be added as respondents.

Guangdong Yu Lee Technology Corporation (a/k/a "Guangdong Yu Lee Technology" and/or "Guang Dong Yu Lee Technology Corporation"), and Yu Lee Company Ltd. (collectively, the "Gel Blaster Respondents") sell for importation into the United States, import, and/or sell within the United States after importation products that infringe one or more claims of the Asserted Patents. *See* Section V (Specific Instances of Unfair Important and Sale), *infra*.

14. On information and belief, Gel Blaster, Inc. (f/k/a "Gel Blaster LLC") is a Texas corporation with its principal place of business at 5000 Plaza on the Lake, Suite 265, Austin, Texas, 78746. Exhibit 11 (Gel Blaster Certificate of Conversion) at ¶ 5, 7(c). Gel Blaster, Inc. was formerly known as Gel Blaster LLC. Gel Blaster LLC converted to Gel Blaster, Inc. on April 1, 2022. *Id.* at ¶ 6. On information and belief, Gel Blaster, Inc. imports and sells within the United States after importation Gel Blaster Accused Products (defined in ¶ 47, *infra*). *See* Section V (Specific Instances of Unfair Important and Sale), *infra*.

15. On information and belief, Shenzhen Yi Jin Electronics Science (a/k/a "Shenzhen Yi Jin Electronics" and/or "Yi Jin Electronics Science") is a Chinese corporation with its principal place of business at 101-501, Building 10, Dawang Industrial Park, No. 66, Xin Xia Road, Shan Xia Community, Longgang District, Shenzhen City, Guangdong Province, China. Exhibit 12 (Panjiva Supply Chain Data). On information and belief, Shenzhen Yi Jin Electronics Science sells for importation and/or ships Gel Blaster Accused Products into the United States. *See* Section V (Specific Instances of Unfair Important and Sale), *infra*.

16. On information and belief, Guangdong Yu Lee Technology Corporation (a/k/a "Guangdong Yu Lee Technology" and/or "Guang Dong Yu Lee Technology Corporation") is a Chinese corporation with its principal place of business at No 357 Qingfeng Rd, QingXi Town, Dongguan City, Guangdong Province, China. Exhibit 13 (Panjiva Supply Chain Data). On

information and belief, Guangdong Yu Lee Technology Corporation sells for importation and/or ships Gel Blaster Accused Products into the United States. *See* Section V (Specific Instances of Unfair Important and Sale), *infra*.

17. On information and belief, Yu Lee Company Ltd. is a Hong Kong corporation with its principal place of business at 1801-5, 18/F., King Palace Plaza, 52A Sha Tsui Rd, Tsuen Wan, N.T. Hong Kong. Exhibit 14 (Panjiva Supply Chain Data); Exhibit 15 (Yu Lee Website Contact Info). On information and belief, Yu Lee Company Ltd. sells for importation and/or ships Gel Blaster Accused Products into the United States. *See* Section V (Specific Instances of Unfair Important and Sale), *infra*.

2. The Splat-R-Ball Respondents

18. On information and belief, proposed respondents Splat-R-Ball, LLC, Daisy Manufacturing Company (d/b/a "Daisy Outdoor Products"), and S-Beam Precision Products Ltd. (collectively, the "Splat-R-Ball Respondents") sell for importation into the United States, import, and/or sell within the United States after importation products that infringe one or more claims of the Asserted Patents. *See* Section V (Specific Instances of Unfair Important and Sale), *infra*.

19. On information and belief, Splat-R-Ball, LLC is a Delaware limited liability company with its principal place of business at 1700 N 2nd St., Rogers, Arkansas, 72756. Exhibit 16 (Splat-R-Ball LLC Corporate Information); Exhibit 17 (Splat-R-Ball Website Contact Information) at 7. On information and belief, Splat-R-Ball, LLC imports and sells within the United States after importation SplatRBall Accused Products (defined in ¶ 57, infra). *See* Section V (Specific Instances of Unfair Important and Sale), *infra*.

20. On information and belief, Daisy Manufacturing Company is an Arkansas corporation with its principal place of business at 1700 N 2nd St., Rogers, Arkansas, 72756. Exhibit 18 (Daisy Manufacturing Company Corporate Information). On information and belief,

[redacted]

"Daisy Outdoor Products" is a fictitious name under which Daisy Manufacturing Company conducts business. *Id.* On information and belief, Daisy Manufacturing Company (d/b/a "Daisy Outdoor Products") imports SplatRBall Accused Products and is involved with their sale after importation. *See* Section V (Specific Instances of Unfair Important and Sale), *infra*.

21. On information and belief, S-Beam Precision Products Ltd. is a Chinese corporation with its principal place of business at Building D & E, Dongcheng Industrial Park, Xinping 2nd Road, Mingzhong Town, Zhongshan City, Guangdong Province, China and/or No. 6-1 Lane 151 Sec.2 Chien Kuon Rd, Taipei, Taiwan. Exhibit 19 (S-Beam Precision Products Ltd. Website); Exhibit 20 (Panjiva Supply Chain Data Taiwan); Exhibit 21 (Panjiva Supply Chain Data China) On information and belief, S-Beam Precision Products Ltd. sells for importation and/or ships SplatRBall Accused Products into the United States. *See* Section V (Specific Instances of Unfair Important and Sale), *infra*.

3. The Prime Time Toys ("PTT") Respondents

22. On information and belief, proposed respondents Prime Time Toys LLC, Prime Time Toys Ltd., Easebon Services Ltd. (collectively, the "PTT Respondents") sell for importation into the United States, import, and/or sell within the United States after importation products that infringe one or more claims of the Asserted Patents. *See* Section V (Specific Instances of Unfair Important and Sale), *infra*.

23. On information and belief, Prime Time Toys LLC is a New Jersey corporation with its principal place of business at 200 Wanaque Ave, Suite 101, Pompton Lakes, New Jersey 07442. Exhibit 22 (Prime Time Toys Corporate Information); Exhibit 23 (Panjiva Supply Chain Data). On information and belief, Prime Time Toys LLC imports and sells within the United States after importation PTT Accused Products (defined in ¶ 68, *infra*). *See* Section V (Specific Instances of Unfair Important and Sale), *infra*.

[redacted]

24. On information and belief, Prime Time Toys Ltd. is a Hong Kong corporation with its principal place of business at Suite 5 2/F Kwong Sang Hong Centre, 151-153 Hoi Bun Rd, Kwun Tong, Hong Kong SAR. Exhibit 24 (Panjiva Supply Chain Data). On information and belief, Prime Time Toys Ltd. sells for importation and/or ships PTT Accused Products into the United States. *See* Section V (Specific Instances of Unfair Important and Sale), *infra*.

25. On information and belief, Easebon Services Ltd. is a Hong Kong corporation with the same principal place of business (Suite 5 2/F Kwong Sang Hong Centre, 151-153 Hoi Bun Rd, Kwun Tong, Hong Kong SAR) as Prime Time Toys Ltd. Exhibit 25 (HYDRO STRIKE Trademark Record); Exhibit 26 (PRIME TIME INTERNATIONAL Trademark Record); Exhibit 27 (Product Packaging of PTT Accused Products showing address "Suite 5 2/F Kwong Sang Hong Centre, 151-153 Hoi Bun Road, Kwun Tong, Hong Kong"). On information and belief, Easebon Services Ltd. is involved with the importation and/or sale for importation of PTT Accused Products into the United States. *See* Section V (Specific Instances of Unfair Important and Sale), *infra*.

III. TECHNOLOGY AND PRODUCTS AT ISSUE

26. Pursuant to Commission Rule 210.10(b)(1) & 210.12(a)(12), the Accused Products are projectile launchers designed to launch ammunition made of a hydrated super absorbent polymer (SAP) material, components of such projectile launchers, SAP ammunition for use in connection with such projectile launchers, and products containing same (such as kits with the projectile launchers, ammunition, and other accessories such as goggles). These Accused Products, without permission, implement Complainants' technologies as described and claimed in the Asserted Patents.

27. As described below with respect the Asserted Patents, the patented technology at issue generally relates to projectile launching devices (e.g., "blasters" used for recreation and entertainment purposes) that are designed to launch soft, spherical ammunition made from

hydrated super absorbent polymer (SAP) materials. SAPs are polymers that can absorb an extremely large amount of water relative to their own mass. According to the Asserted Patents, properly designed SAPs are more suitable ammunition in projectile launching devices and have many advantages as compared to projectiles for gaming projectile launching devices that were previously known, such as paint balls, plastics, and foams.

IV. THE ASSERTED PATENTS AND NON-TECHNICAL DESCRIPTIONS[3]

A. U.S. Patent No. 8,371,282

1. Identification of the Patent and Ownership

28. U.S. Patent No. 8,371,282 ("the '282 patent") is entitled "Soft-Projectile Launching Device." The named inventors of the '282 patent are Keith G. Meggs, Ronald Brawer, Michael G. Hoeting, and Neil Hamilton. The '282 patent duly and legally issued on February 12, 2013. The '282 patent issued from and has priority to U.S. Patent Application Serial No. 12/777,134, filed on May 10, 2010. Pursuant to Commission Rule 210.12(a)(9)(i), a certified copy of the '282 patent is attached as Exhibit 1. Pursuant to Commission Rule 210.12(a)(9)(xi), Complainants state that the '282 patent will expire July 13, 2030. The '282 patent is directed to a device for projecting a soft-projectile made from a super absorbent polymer.

29. Spin Master, Inc. is the current valid assignee of the '282 patent. Pursuant to Commission Rule 210.12(a)(9)(ii), Exhibit 3 contains a certified copy of each assignment of the '282 patent. Pursuant to Commission Rule 210.12(a)(9)(iv), Complainants state that Hasbro,

[3] The contents of this Complaint, including the non-technical descriptions of the Asserted Patents are presented to give general backgrounds of the inventions. Such statements are not intended to be used, nor should be used, for purposes of patent claim interpretation. Complainants present these statements subject to, and without waiver of, its right to argue that claim terms should be construed in a particular way, as contemplated by claim interpretation jurisprudence and the relevant evidence.

[redacted]

Inc. is the exclusive licensee of the ’282 patent and a copy of the license agreement is Confidential Exhibit 5.

30. Pursuant to Commission Rule 210.12(c), a certified copy of the prosecution history of the ’282 patent is submitted herewith as Appendix A. Copies of each technical reference mentioned in the prosecution history of the ’282 patent are submitted herewith as Appendix C.

2. Non-Technical Description of the Patented Invention

31. Pursuant to Commission Rule 210.12(a)(9)(vi), the ’282 patent is generally directed to ammunition for a projectile launching device that is made from hydrated super absorbent polymers (SAP). SAPs are polymers that can absorb an extremely large amount of water relative to their own mass. The ’282 patent describes that properly designed SAPs would be a more suitable ammunition in projectile launching devices (e.g., to improve conventional NERF® “blasters” as discussed in the patent) and had many advantages as compared to projectiles for gaming projectile launching devices that were previously known, such as paint balls, plastics, and foams.

32. As one example, the ’282 patent describes the safety benefits of SAP ammunition as compared to paint balls and plastics (e.g., as found in “airsoft” guns). For example, the ’282 patent describes that certain SAP projectiles had beneficial characteristics for use in a projectile launcher used for gaming, in part because SAPs break down at different pressures based on their composition. In one claimed improvement, hydrated SAP projectiles have sufficient cross-linking density such that they are projected from a projectile launching device without breaking apart. At the same time, because hydrated SAP projectiles rupture when subjected to excessive pressure—such as when impacting a target after being launched from a projectile launcher—the force at impact is spread over a much wider surface area, thus reducing the likelihood of injury when the target is a person. *See, e.g.*, Exhibit 1 at 3:45-4:17.

[redacted]

33. The ’282 patent is related to the asserted divisional ’683 patent discussed below.

3. Foreign Counterparts to the ’282 Patent

34. Pursuant to Commission Rule 210.12(a)(9)(v), the following table lists all foreign counterpart patents and applications for the ’282 patent that have been filed, issued, abandoned, or withdrawn:

Country Code	App. No.	Filing Date	Status	Patent / Publication No.	Issue Date
DE	202011110351	05/09/2011	Expired	202011110351 U1	08/03/2013
WO	PCT/US2011/035801	05/09/2011	Expired	2011143138A2	-
WO	PCT/US2011/035801	05/09/2011	Expired	2011143138A3	-
WO	PCT/US2011/066307	12/20/2011	Expired	2012088188A1	-
EP	2011781099	05/09/2011	Withdrawn	2569588A2	-
EP	2011850884	12/20/2011	Withdrawn	2569588A1	-

35. No other foreign patents or patent applications corresponding to the ’282 patent have been filed, abandoned, withdrawn, or rejected.

B. U.S. Patent No. 8,640,683

1. Identification of the Patent and Ownership

36. U.S. Patent No. 8,640,683 (“the ’683 patent”) is entitled “Soft-Projectile Launching Device.” The named inventors of the ’683 patent are Keith G. Meggs, Ronald Brawer, Michael G. Hoeting, and Neil Hamilton. The ’683 patent duly and legally issued on February 4, 2014. The ’683 patent issued from U.S. Patent Application Serial No. 13/761,082 and claims priority to U.S. Patent Application Serial No. 12/777,134, filed on May 10, 2010. Pursuant to Commission Rule 210.12(a)(9)(i), a certified copy of the ’683 patent is attached as Exhibit 2. Pursuant to Commission Rule 210.12(a)(9)(xi), Complainants state that the ’683 patent will expire May 10, 2030. The ’683 patent is directed to a device for projecting a soft-projectile made from a super absorbent polymer.

[redacted]

37. Spin Master, Inc. is the current valid assignee of the ’683 patent. Pursuant to Commission Rule 210.12(a)(9)(ii), Exhibits 4 & 3A-3E (parent) contain a certified copy of each assignment of the ’683 patent. Pursuant to Commission Rule 210.12(a)(9)(iv), Complainants state that Hasbro, Inc. is the exclusive licensee of the ’683 patent and a copy of the license agreement is Confidential Exhibit 5.

38. Pursuant to Commission Rule 210.12(c), a certified copy of the prosecution history of the ’683 patent is submitted herewith as Appendix B. Copies of each technical reference mentioned in the prosecution history of the ’683 patent are submitted herewith as Appendix D.

2. Non-Technical Description of the Patented Invention

39. Pursuant to Commission Rule 210.12(a)(9)(vi), the ’683 patent is generally directed to a projectile launching system including ammunition made from a hydrated super absorbent polymer (SAP).

40. The ’683 patent is a division of the application that led to the issued ’282 patent described above and shares the same specification as the ’282 patent described above.

41. As noted in the ’282 patent description above, SAPs are polymers that can absorb an extremely large amount of water relative to their own mass. The ’683 patent describes that SAPs would be a more suitable ammunition in projectile launching devices (e.g., to improve conventional NERF® “blasters” as discussed in the patent) and had many advantages as compared to projectiles for gaming projectile launching devices that were previously known, such as paint balls, plastics, and foams.

42. As one example, the ’683 patent describes the safety benefits of SAP ammunition as compared to paint balls and plastics (e.g., as found in “airsoft” guns). For example, the ’683 patent describes that certain SAP projectiles had beneficial characteristics for use in a projectile launcher used for gaming, in part because SAPs break down at different pressures based on their

composition. In one claimed improvement, hydrated SAP projectiles have sufficient cross-linking density such that they are projected from a projectile launching device without breaking apart. At the same time, because hydrated SAP projectiles rupture when subjected to excessive pressure—such as when impacting a target after being launched from a projectile launcher—the force at impact is spread over a much wider surface area, thus reducing the likelihood of injury when the target is a person. *See, e.g.*, Exhibit 2 at 3:54-4:27.

3. Foreign Counterparts to the '683 Patent

43. Pursuant to Commission Rule 210.12(a)(9)(v), the following table lists all foreign counterpart patents and applications for the '683 patent that have been filed, issued, abandoned, or withdrawn:

Country Code	App. No.	Filing Date	Status	Patent/ Publication No.	Issue Date
DE	202011110351	05/09/2011	Expired	202011110351 U1	08/03/2013
WO	PCT/US2011/035801	05/09/2011	Expired	2011143138A2	-
WO	PCT/US2011/035801	05/09/2011	Expired	2011143138A3	-
WO	PCT/US2011/066307	12/20/2011	Expired	2012088188A1	-
EP	2011781099	05/09/2011	Withdrawn	2569588A2	-
EP	2011850884	12/20/2011	Withdrawn	2569588A1	-

44. No other foreign patents or patent applications corresponding to the '683 patent have been filed, abandoned, withdrawn, or rejected.

V. SPECIFIC INSTANCES OF UNFAIR IMPORTATION AND SALE

45. On information and belief, Respondents have imported into the United States, sold for importation into the United States and/or sold within the United States after importation Accused Products. Through their own purchase and analysis of representative samples of Accused Products, as well as investigation of public importation records, Complainants have obtained

information evidencing the sale for importation, importation, and/or sale after importation in the United States of infringing Accused Products by each proposed Respondent.

46. On information and belief, all Accused Products are manufactured outside of the United States and are sold for importation into the United States, imported into the United States, and/or sold in the United States after importation. Specific instances of the sale for importation, importation, and sale in the United States after importation of the Accused Products are set forth below, and are representative, non-limiting examples of unlawful importations and/or sales of Accused Products after importation that infringe the Asserted Patents.

1. The Gel Blaster Respondents

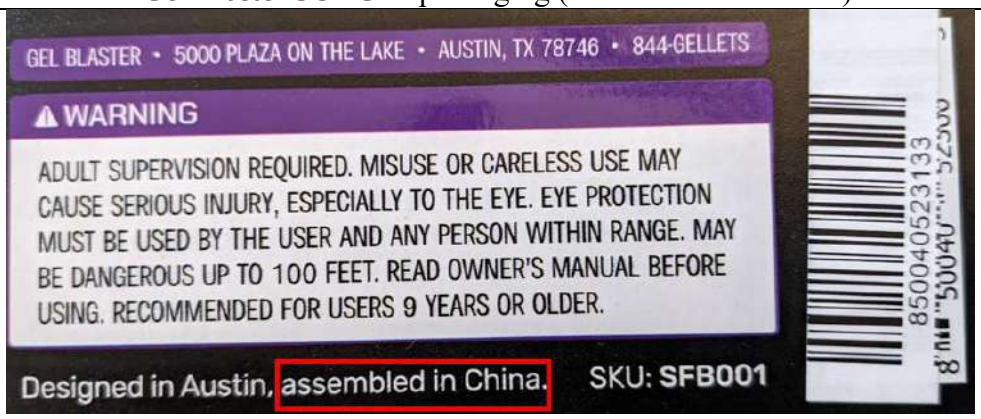
47. Complainants purchased representative samples of the Gel Blaster Respondents' Gel Blaster SURGE Water-Based Gellet Blaster and Gel Blaster STARFIRE Water-Based Gel Bead Blaster and additional ammunition (collectively the "Gel Blaster Accused Products") in the United States via Amazon.com and Walmart.com. Exhibits 32A-32C (Proof of purchase of Gel Blaster Accused Products).

48. Pursuant to Commission Rule 210.12(a)(9)(x), Exhibits 7A-7B & 8A-8B show a series of photographs of the Gel Blaster Accused Products in the course of charting how the Gel Blaster Accused Products infringe exemplary claims of the Asserted Patents.

49. On information and belief, the Gel Blaster Accused Products sold in the United States are manufactured in China and imported into the United States. For example, the packaging for each of the Gel Blaster Accused Products that Complainants purchased in the United States is marked "Made in China" and "Assembled in China" as shown here:



"Gel Blaster SURGE" packaging (red callout box added)



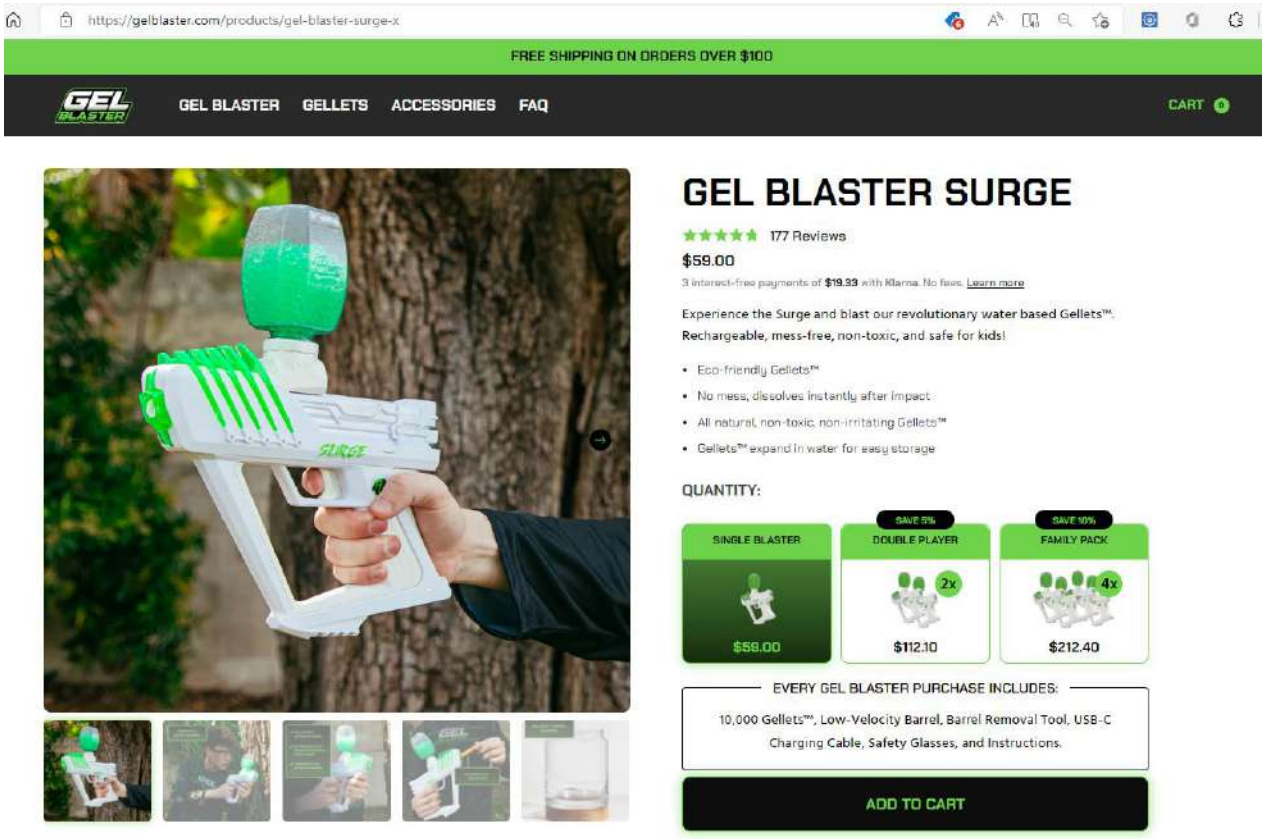
"GelFire STARFIRE" packaging (red callout box added)

i. Gel Blaster, Inc. (f/k/a "Gel Blaster LLC")

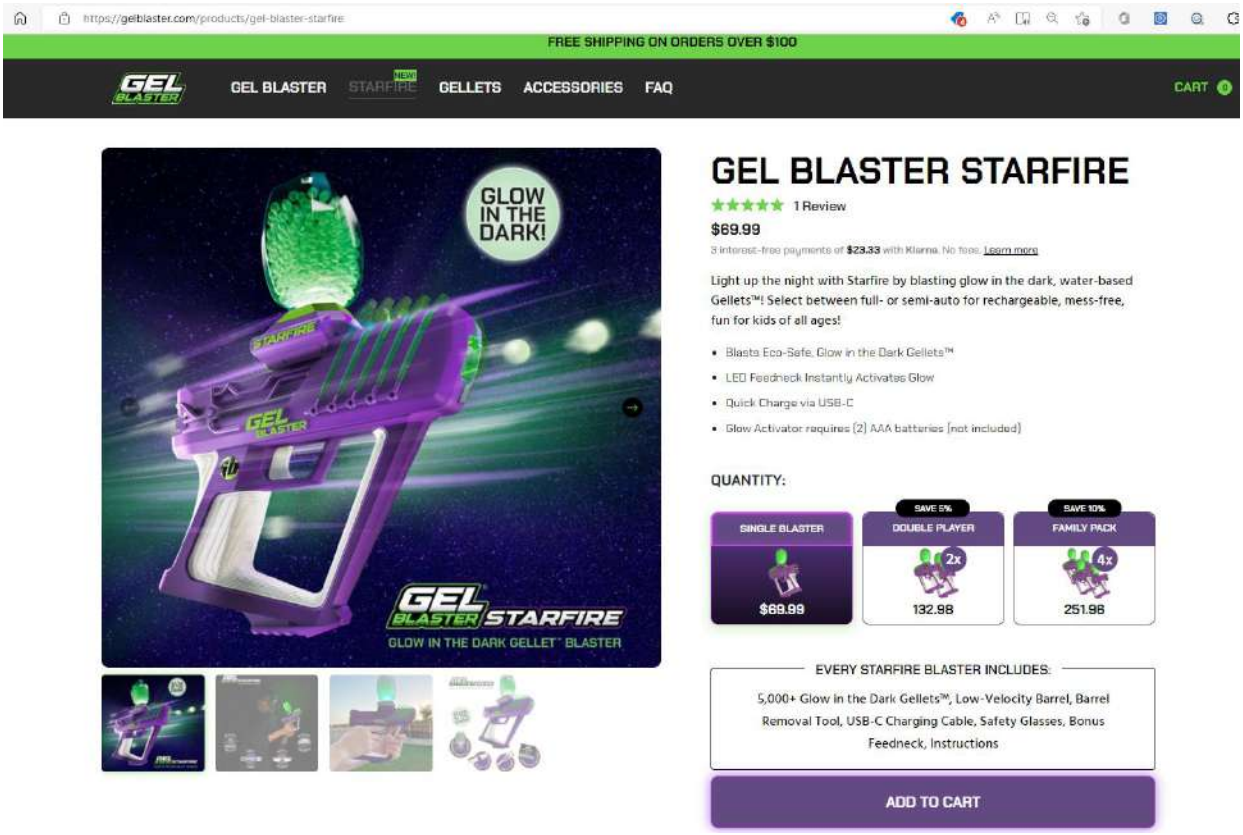
50. On information and belief, Gel Blaster, Inc. imports and sells within the United States after importation Gel Blaster Accused Products. For example, importation records show that Gel Blaster, Inc. is the recipient of shipments of Gel Blaster Accused Products into the United States from foreign entities. Exhibit 33 (Datamyne records for "Gel Blaster") (showing "Gel Blaster" and Gel Blaster, Inc.'s former corporate entity name "Gel Blaster LLC" as recipient of

shipments of "Gel Blaster Toy," "Gel Blaster Toy Gun," and "Gel Blaster Surge" from foreign entities in 2021 and 2022).[4]

51. Further, Gel Blaster, Inc.'s website shows that it offers Gel Blaster Accused Products for sale within the United States, depicted below. On information and belief, Gel Blaster, Inc. also lists its products for sale on Amazon.com. Exhibit 34 (Gel Blaster Surge on Amazon.com).



[4] On information and belief, the Gel Blaster Accused Products are the only "Gel Blaster" Toys or Toy Guns imported into the United States. For example, Gel Blaster Inc.'s website (https://gelblaster.com/) lists only the Gel Blaster SURGE and Gel Blaster STARFIRE products, along with related "GELLET" ammunition and accessories. *See* Exhibit 64.



52. On information and belief, Gel Blaster Inc. also distributes and/or sells the Gel Blaster Accused Products to other third parties, for sale to retail customers within the United States. For example, Gel Blaster Accused Products are also available for purchase in the United States on third-party websites and retailers such as Walmart. *See* Exhibit 35 (Gel Blaster Accused Products on Walmart.com).

53. On information and belief, Gel Blaster Inc. maintains significant inventory of the Accused Products in the United States and/or conduct significant operations with respect to the Accused Products in the United States.

ii. Shenzhen Yi Jin Electronics Science (a/k/a "Shenzhen Yi Jin" Electronics and/or "Yi Jin Electronics Science")

54. On information and belief, Shenzhen Yi Jin Electronics Science is involved with the manufacture, sale for importation, and/or importation of the Gel Blaster Accused Products.

For example, importation records show that Shenzhen Yi Jin Electronics Science ships Gel Blaster Accused Products into the United States. Exhibit 33 (Datamyne records for "Gel Blaster") at rows 12-26 (showing shipments of "Gel Blaster Toy" from "Shenzhen Yi Jin Electronics," "Shenzhen Yi Jin Electronics Science," and "Yi Jin Electronics Science" to "Gel Blaster" and Gel Blaster, Inc.'s former corporate entity name "Gel Blaster LLC" in 2021 and 2022).[5]

iii. Guangdong Yu Lee Technology Corporation (a/k/a "Guangdong Yu Lee Technology" and/or "Guang Dong Yu Lee Technology Corporation")

55. On information and belief, Guangdong Yu Lee Technology Corporation is involved with the manufacture, sale for importation, and/or importation of the Gel Blaster Accused Products. For example, importation records show that Guangdong Yu Lee Technology Corporation ships Gel Blaster Accused Products into the United States. Exhibit 33 (Datamyne records for "Gel Blaster") at rows 8-10 (showing shipments of "Gel Blaster Toy" from "Guang Dong Yu Lee Technology" and "Guang Dong Yu Lee Technology Corporation" to "Gel Blaster" in 2022).

iv. Yu Lee Company Ltd.

56. On information and belief, Yu Lee Company Ltd. is involved with the manufacture, sale for importation, and/or importation of the Gel Blaster Accused Products. For example, importation records show that Yu Lee Company Ltd. ships Gel Blaster Accused Products into the United States. Exhibit 33 (Datamyne records for "Gel Blaster") at rows 27-37 (showing shipments of "Gel Blaster Toy" and "Gel Blaster Surge" from "Yu Lee Company Limited" to "Gel Blaster" in 2022).[6]

[5] *See* n.4, supra.
[6] *See* n.4, supra.

[redacted]

2. The Splat-R-Ball Respondents

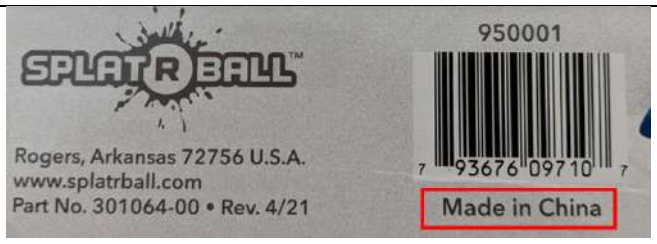
57. Complainants purchased representative samples of the Splat-R-Ball Respondents' SplatRBall SRB1200 Full Auto Rechargeable Battery Powered Water Bead Gel Ball Blaster, SplatRBall SRB400 Full and Semi Auto Electric Rechargeable Soft Water Bead Gel Ball Blaster Kit, and SplatRBall SRB375M Full Auto Mini Water Bead Blaster Kit and additional ammunition (collectively the "SplatRBall Accused Products") in the United States via Walmart.com. Exhibits 39A-39D (Proof of purchase of SplatRBall products).

58. Pursuant to Commission Rule 210.12(a)(9)(x), Exhibits 7E-7G & 8E-8G show a series of photographs of the SplatRBall Accused Products in the course of charting how the SplatRBall Accused Products infringe exemplary claims of the Asserted Patents.

59. On information and belief, the SplatRBall Accused Products sold in the United States are manufactured in China and imported into the United States. For example, the packaging for each of the SplatRBall Accused Products that Complainants purchased in the United States is marked "Made in China" as shown below:



SRB1200 packaging (red callout box added)



SRB400 packaging (red callout box added)

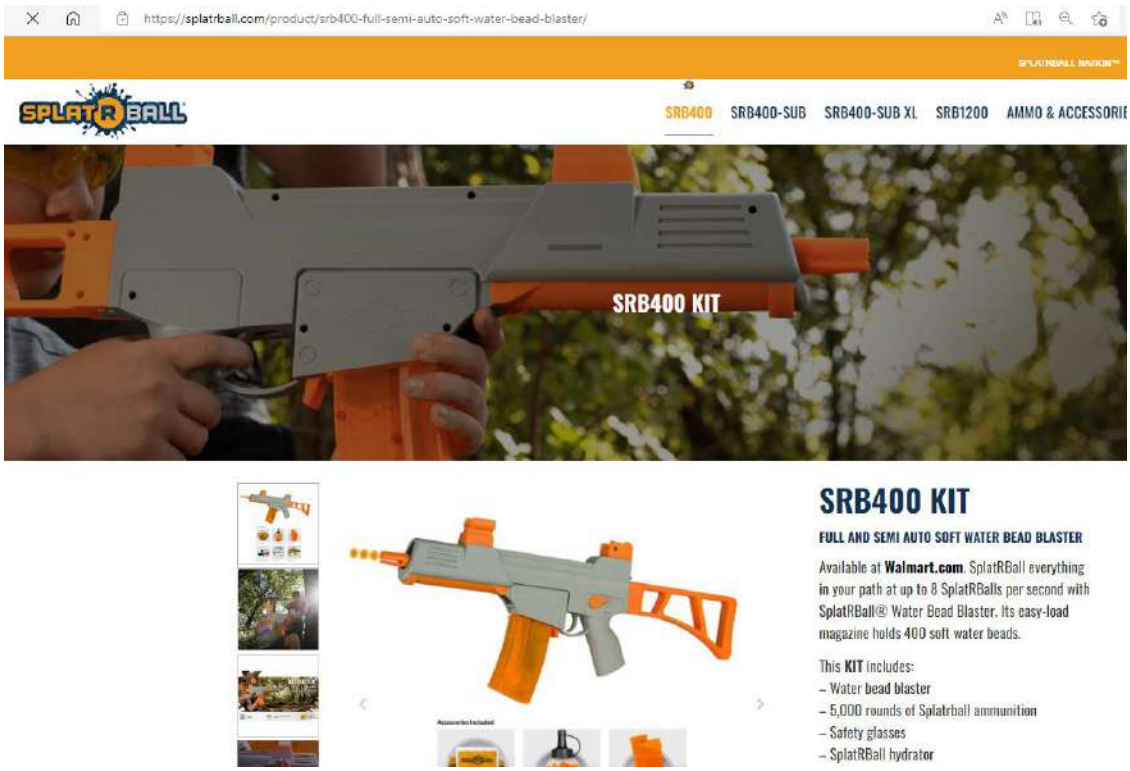


SRB375M packaging (red callout box added)

i. Splat-R-Ball, LLC

60. On information and belief, Splat-R-Ball, LLC imports and sells within the United States after importation SplatRBall Accused Products. For example, importation records show that Splat-R-Ball is the recipient of shipments of SplatRBall Accused Products into the United States from foreign entities. *Compare* Exhibit 36 (Datamyne records for "Splat-R-Ball") at rows 272-281 (showing "Splat-R-Ball, LLC" as recipient of shipments of item numbers 950003 and 950001 from foreign entities in 2022), *with* Exhibits 30 *and* 31 (Splat-R-Ball website identifying item numbers 950003 and 950001 as item numbers for SplatRBall Accused Products).

61. Further, Splat-R-Ball, LLC's website shows that it offers SplatRBall Accused Products for sale within the United States, including "available at Walmart.com" as depicted below:



62. On information and belief, Splat-R-Ball, LLC also distributes and/or sells the SplatRBall Accused Products to other third parties, for sale to retail customers within the United States. For example, SplatRBall Accused Products are also available for purchase from retailers and third-party vendors such as Amazon.com, Walmart, Bass Pro Shops, Cabela's and Big 5 Sporting Goods. Exhibit 38.

63. On information and belief, Splat-R-Ball, LLC maintains significant inventory of the Accused Products in the United States and/or conduct significant operations with respect to the Accused Products in the United States.

ii. Daisy Manufacturing Company (d/b/a "Daisy Outdoor Products")

64. On information and belief, Daisy Manufacturing Company (d/b/a "Daisy Outdoor Products") imports SplatRBall Accused Products and is involved with their sale after importation. For example, importation records show that Daisy Outdoor Products is the recipient of shipments of SplatRBall Accused Products into the United States from foreign entities. *Compare* Exhibit 36

(Datamyne records for "Splat-R-Ball") at rows 16-18, 263-271, 292-293, 294-296, 300, 302-303, 307-318, 321-328, 339, 343, 347-350, 352-354, 357-358, 361, 363-364, 371, 381, 383-386, 407-408, 413, 415, 417-418, 427, 429-436, 440-441, 443, 448-449, 451-455, 458-471, 473-477, 479-484, 488, 509-523, 526, 530, 533, 541, 544-553, 557-566, 579-580, 583-585, 587-595, 598-600, 602-603, 608-612, 631-639, 641, 650, 652-655, 657, 659-660, 663-673, 687, 798-806 (showing "Daisy Outdoor Products" as recipient of shipments of items numbers 950003 and 950001 from foreign entities from 2020 to 2022 *with* Exhibits 30 *and* 31 (Splat-R-Ball website identifying item numbers 950003 and 950001 as item numbers for SplatRBall Accused Products).

65. In addition, public information indicates an affiliation between Daisy Manufacturing Company and Splat-R-Ball, LLC with respect to the SplatRBall Accused Products. For example, on information and belief, the customer service phone number (479-636-1200) listed on the packaging of the SplatRBall Accused Products belongs to Daisy Outdoor Products, and is listed as the "Main Office" phone number for Daisy Outdoor Products. Exhibit 29 (showing "Contact Information" for Daisy at https://www.daisy.com/contact-us/). Further, Daisy Manufacturing Company's address (1700 N 2nd St. Rogers, Arkansas, 72756) is, on information and belief, to the same as that of Splat-R-Ball, LLC *See* Exhibit 17.

66. On information and belief, Daisy Manufacturing Company maintains significant inventory of the Accused Products in the United States and/or conduct significant operations with respect to the Accused Products in the United States.

iii. S-Beam Precision Products Ltd.

67. On information and belief, S-Beam Precision Products Ltd. is involved with the manufacture, sale for importation, and/or importation of the SplatRBall Accused Products. For example, importation records show that S-Beam Precision Products Ltd. ships SplatRBall Accused

[redacted]

Products into the United States. *Compare* Exhibit 36 (Datamyne records for "Splat-R-Ball") at rows 16-18, 262-281, 557-566, 686, (showing shipments of items numbers 950003 and 950001 from "S-Beam Precision Products Ltd." or "S-Beam Precision Products Limited" from 2020 to 2022) *with* Exhibits 30 *and* 31 (Splat-R-Ball website identifying item numbers 950003 and 950001 as item numbers for SplatRBall Accused Products).

3. The PTT Respondents

68. Complainants purchased representative samples of the PTT Respondents' Hydro Strike Pulsar Pro and Hydro Strike Nebula Pro and additional ammunition (collectively, the "PTT Accused Products") in the United States via Walmart.com. Exhibits 40A-40C (Proof of purchase of PTT Accused Products).

69. Pursuant to Commission Rule 210.12(a)(9)(x), Exhibits 7C-7D & 8C-8D shows a series of photographs of the PTT Accused Products in the course of charting how the PTT Accused Products infringe exemplary claims in the Asserted Patents.

70. On information and belief, the PTT Accused Products sold in the United States are manufactured in China and imported into the United States. For example, the packaging for each of the PTT Accused Products that Complainants purchased in the United States is marked "Made in China" as depicted below:





"Hydro Strike Pulsar Pro" packaging
(red callout box added to "Made in China")





"Hydro Strike Nebula Pro" packaging
(red callout box added to "Made in China")

i. Prime Time Toys LLC

71. On information and belief, Prime Time Toys LLC imports and sells within the United States after importation PTT Accused Products. For example, importation data shows that Prime Time Toys LLC is the recipient of shipments of PTT Accused Products into the United States from foreign entities. *See, e.g.*, Exhibit 37 (Datamyne records for "Prime Time Toys") at row 67 (showing "Prime Time Toys LLC" as recipient of shipments of "Hydro Strike Pulsar Pro" from "Prime Time Toys Limited" in 2022).

72. On information and belief, Prime Time Toys LLC also distributes and/or sells the PTT Accused Products to other third parties, for sale to retail customers within the United States.

For example, PTT Accused Products are also available for purchase from retailers such as Walmart. Exhibit 41 (PTT Accused Products on Amazon.com and Walmart.com).

73. On information and belief, Prime Time Toys LLC maintains significant inventory of the Accused Products in the United States and/or conduct significant operations with respect to the Accused Products in the United States.

ii. Prime Time Toys Ltd.

74. On information and belief, Prime Time Toys Ltd. is involved with the manufacture, sale for importation, and/or importation of the PTT Accused Products. For example, importation records show that Prime Time Toys Ltd. ships PTT Accused Products into the United States. Exhibit 37 (Datamyne records for "Prime Time Toys") at row 67 (showing shipments of "Hydro Strike Pulsar Pro" from "Prime Time Toys Limited" in 2022). Further, the packaging for the PTT Accused Products is labeled with "Prime Time Toys Ltds., Suite 5, 2/F Kwong Sang Hong Centre, 151-153 Hoi Bun Road, Kwun Tong, Hong Kong."



"Hydro Strike Pulsar Pro" packaging
(red callout box added)



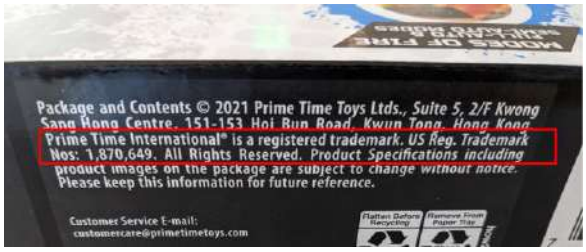
"Hydro Strike Nebula Pro" packaging
(red callout box added)

iii. Easebon Services Ltd.

75. On information and belief, Easebon Services Ltd. is also is involved with the manufacture, sale for importation, and/or importation of the PTT Accused Products. For example,

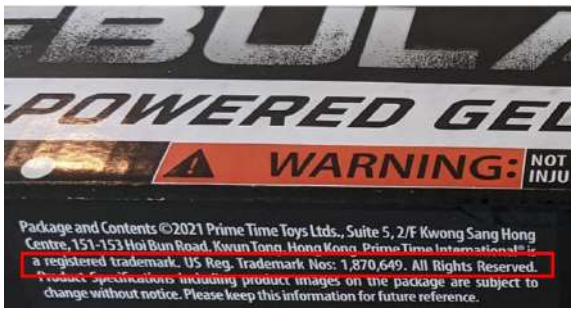
records of the U.S. Patent & Trademark Office identify Easebon Services Ltd. as the owner of marks that appear on the packaging of each PTT Accused Product: "PRIME TIME INTERNATIONAL" (U.S. Trademark Reg. No. 1,870,649) and the mark "HYDRO STRIKE" (U.S. Trademark Ser. No. 90,848,352). *See* Exhibit 26 (PRIME TIME INTERNATIONAL Trademark Record); Exhibit 25 (HYDRO STRIKE Trademark Record).





"Hydro Strike Pulsar Pro" packaging
(red callout box added to zoomed image)





"Hydro Strike Nebula Pro" packaging
(red callout box added to zoomed image)

76. Further, on information and belief, Easebon Services, Ltd. has at least some association with the website through which PTT Accused Products are marketed and sold. For example, the footer for the website "http://hydrostrike.primetimetoys.com/shop" which is a website that markets the PTT Accused Products states "© 2022 Prime Time International. All Rights Reserved." Exhibit 28 (Hydro Strike Website) at 4. As noted above, "Prime Time International" is a registered trademark owned by Easebon Services Ltd.

[redacted]

77. On information and belief, as owner of trademarks that appear on the PTT Accused Products' packaging as well as at least one of the marketing websites for the infringing product, "http://hydrostrike.primetimetoys.com/shop," Easebon Services Ltd. is involved in marketing and selling the PTT Accused Products, and/or policing the market and making sure the PTT Accused Products bearing its trademarks and imported into the United States are of a consistent quality. In addition, public information indicates that Easebon Services Ltd. shares the same business address as Prime Time Toys Ltd. (a company that ships PTT Accused Products into the United States), as depicted in the TESS registration report shown above. *See, e.g.*, Exhibit 27 (listing address for Easebon Services, Ltd. as the same address identified in the above product packaging pictures Prime Time Toys Ltd.).

VI. UNLAWFUL AND UNFAIR ACTS OF RESPONDENTS – PATENT INFRINGEMENT

78. On information and belief, each Respondent has engaged in unfair trade practices through its involvement in importing, selling for importation, and/or selling after importation in the United States, Accused Products that directly and/or indirectly infringe each Asserted Patent, literally or under the doctrine of equivalents.

A. Direct Infringement

1. Infringement of the '282 Patent

79. On information and belief, each Respondent is involved with importing, selling for importation, and/or selling after importation into the United States, Accused Products that directly infringe the '282 Patent, literally or under the doctrine of equivalents, either as imported or when assembled and/or used as directed.

80. Pursuant to Commission Rule 210.12(a)(9)(viii), exemplary claim charts comparing independent claim 1 of the '282 Patent to the representative articles are attached as

[redacted]

Exhibits 7A-7B (Gel Blaster Accused Products), Exhibits 7C-7D (PTT Accused Products), and Exhibits 7E-7G (SplatRBall Accused Products).

81. On information and belief, Respondents themselves have directly infringed, at least by using the Accused Products within the United States, for example, in connection with product testing and/or creating photographs or videos of the Accused Products for promotional purposes. *See, e.g.*, Exhibit 42 (screenshots of Gel Blaster's YouTube videos including the Pennybacker Bridge near Austin, Texas and metadata indicating production in the United States, and Gel Blaster's website showing Gel Blaster Accused Products); Exhibit 43 (screenshots of Splat-R-Ball's YouTube videos with metadata indicating production in the United States, and website showing SplatRBall Accused Products); Exhibit 44 (Prime Time Toys' website showing PTT Accused Products that are available for purchase in stores within the United States).

82. On information and belief, third parties (e.g., product reviewers and end users) have directly infringed at least by using the Accused Products within the United States as directed by user instructions and/or other literature included with the Accused Products. *See* Section VI.B (identifying exemplary instances of direct infringement in describing Respondents' indirect infringement), *infra*.

2. Infringement of the '683 Patent

83. On information and belief, each Respondent is involved with importing, selling for importation, and/or selling after importation into the United States, Accused Products that directly infringe the '683 Patent, literally or under the doctrine of equivalents, either as imported or when assembled and/or used as directed.

84. Pursuant to Commission Rule 210.12(a)(9)(viii), exemplary claim charts comparing independent claim 1 of the '683 Patent to the representative articles are attached as

[redacted]

Exhibits 8A-8B (Gel Blaster Accused Products), Exhibits 8C-8D (PTT Accused Products), and Exhibits 8E-8G (SplatRBall Accused Products).

85. On information and belief, Respondents themselves have directly infringed, at least by using the Accused Products within the United States, for example, in connection with product testing and/or creating photographs or videos of the Accused Products for promotional purposes. *See, e.g.*, Exhibit 42 (screenshots of Gel Blaster's YouTube videos including the Pennybacker Bridge near Austin Texas and metadata indicating production in the United States and Gel Blaster's website showing Gel Blaster Accused Products); Exhibit 43 (screenshots of Splat-R-Ball's YouTube videos with metadata indicating production in the United States and website showing SplatRBall Accused Products); Exhibit 44 (Prime Time Toys' website showing PTT Accused Products that are available for purchase in stores within the United States).

86. On information and belief, third parties (e.g., product reviewers and end users) have directly infringed at least by using the Accused Products within the United States as directed by user instructions and/or other literature included with the Accused Products. *See* Section VI.B (identifying exemplary instances of direct infringement in describing Respondents' indirect infringement), *infra*.

B. Indirect Infringement

1. The Gel Blaster Respondents

87. On information and belief, the Gel Blaster Respondents contribute to and induce direct infringement by others, including their customers, such as retailers and end users under 35 U.S.C. § 271(b)-(c) without license or authority. The Gel Blaster Respondents induce and contribute to customers' directly infringing acts, including those customers' sales, use, and offers for sale of articles that are covered by the Asserted Patents. For example, on information and belief, retailers such as Target and Walmart, offer Gel Blaster Accused Products (including the

Gel Blaster Surge and Gel Blaster Starfire) for sale in retail stores in the United States and on websites accessible from within the United States. Exhibits 34, 35. Further, end users assemble and use the Gel Blaster Accused Products in the United States, according to the included product instructions, as shown in publicly-available videos:

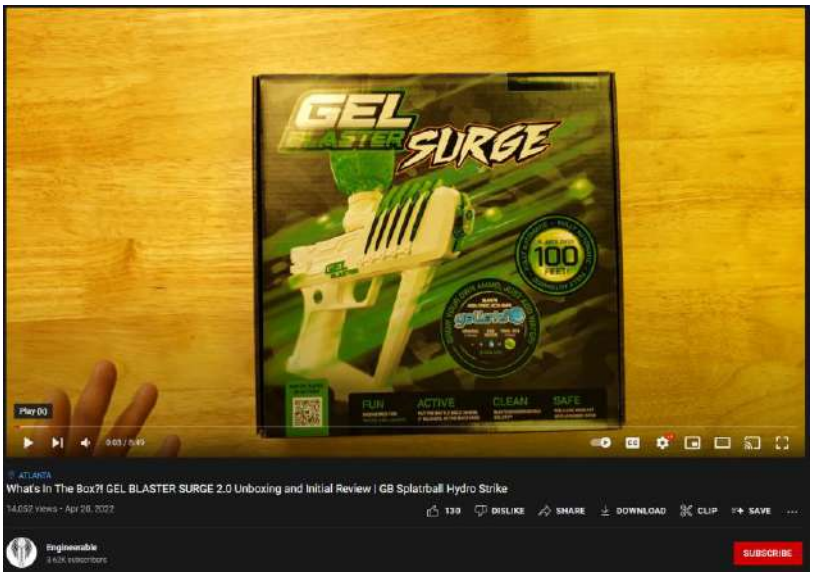
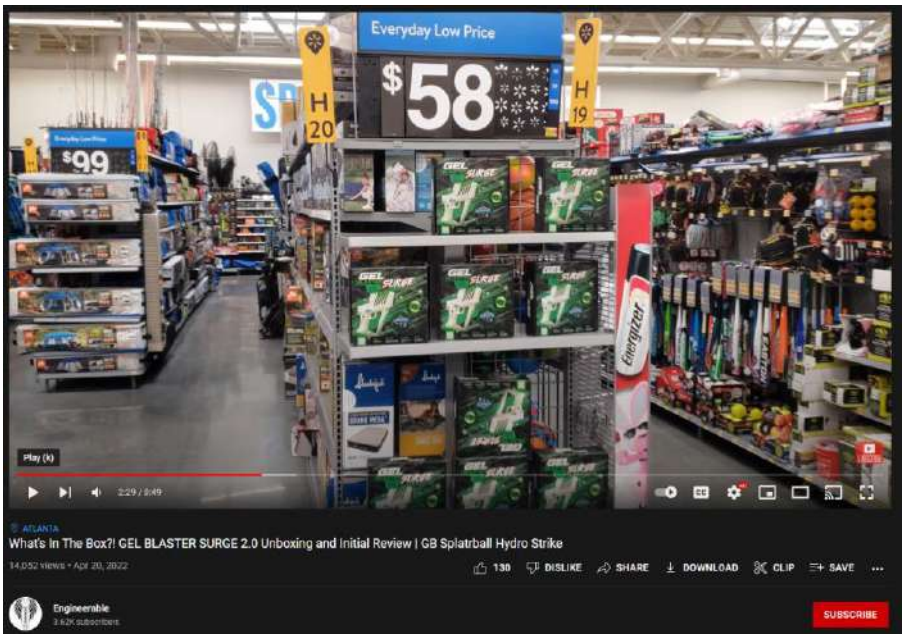


Exhibit 45 (Screenshots of a YouTube Channel Unboxing Gel Blaster Surge available at https://www.youtube.com/watch?v=-5YPkIQY80s). Metadata for this video indicates it was created in Atlanta, Georgia, and the metadata for the YouTube channel indicates the poster is based in the United States. *Id.*



Id. (Screenshots of a YouTube Channel Unboxing Gel Blaster Surge available at https://www.youtube.com/watch?v=-5YPkIQY80s at 2:29).



Exhibit 46 (Screenshots of a YouTube Channel Reviewing the Gel Blaster Surge available at https://www.youtube.com/watch?v=4uDrQoIVFqE). On information and belief, videos from this channel are made in United States. *See, e.g.*,

[redacted]

https://www.youtube.com/watch?v=xvWieAO8A54&t=324s (showing same reviewer at Fiery Crab Seafood Restaurant & Bar, which has locations in Louisiana and South Carolina).

88. On information and belief, the Gel Blaster Respondents had, and have, knowledge of the Asserted Patents. For example, the Gel Blaster Respondents have knowledge of the Asserted Patents and their infringement thereof as a result of the filing and/or service of this Complaint. Additionally, before the filing of this Complaint, the Gel Blaster Respondents had actual knowledge of the Asserted Patents and their infringement thereof by way of pre-suit notice letters. Exhibits 47A-47E (Pre-suit Letters to the Gel Blaster Respondents).

89. On information and belief, the Gel Blaster Respondents have knowingly induced and continue to knowingly induce directly infringing acts by others with specific intent to encourage infringement. For example, the Gel Blaster Respondents actively induce customers' and/or end users' direct infringement by contracting with and/or encouraging customers and/or end users to use, offer to sell, sell, and import in the United States products that infringe the Asserted Patents. The Gel Blaster Respondents know, or should have known, that these induced acts directly infringe the Asserted Patents because of, for example, the infringement allegations and evidence provided in connection with this Complaint, and notice letters to the Gel Blaster Respondents.

90. The Gel Blaster Respondents also contribute to the foregoing infringement by customers and/or end users by offering to sell, selling, and importing in the United States the Accused Products that constitute a material part of the articles that practice the Asserted Patents. The Accused Products have no substantial non-infringing uses, are a material part of the invention of each Asserted Patents, are especially made or especially adapted for use in an infringement of

[redacted]

such patent, and not a staple article or commodity of commerce suitable for substantial non-infringing use.

91. Furthermore, the Gel Blaster Respondents have actively induced and contributed to, and continue to actively induce and contribute to, the infringement of consumers and/or end users by creating and distributing technical, marketing, sales and product literature for the Accused Products, including materials that instruct customers and/or end users to assemble and use the Accused Products in a manner that directly infringes. For example, as shown in the exemplary product literature below, the Gel Blaster Respondents instruct users to submerge Gellets in water for at least two hours, fill a hopper with hydrated Gellets, then screw the hopper onto the top rail of the Accused Products:

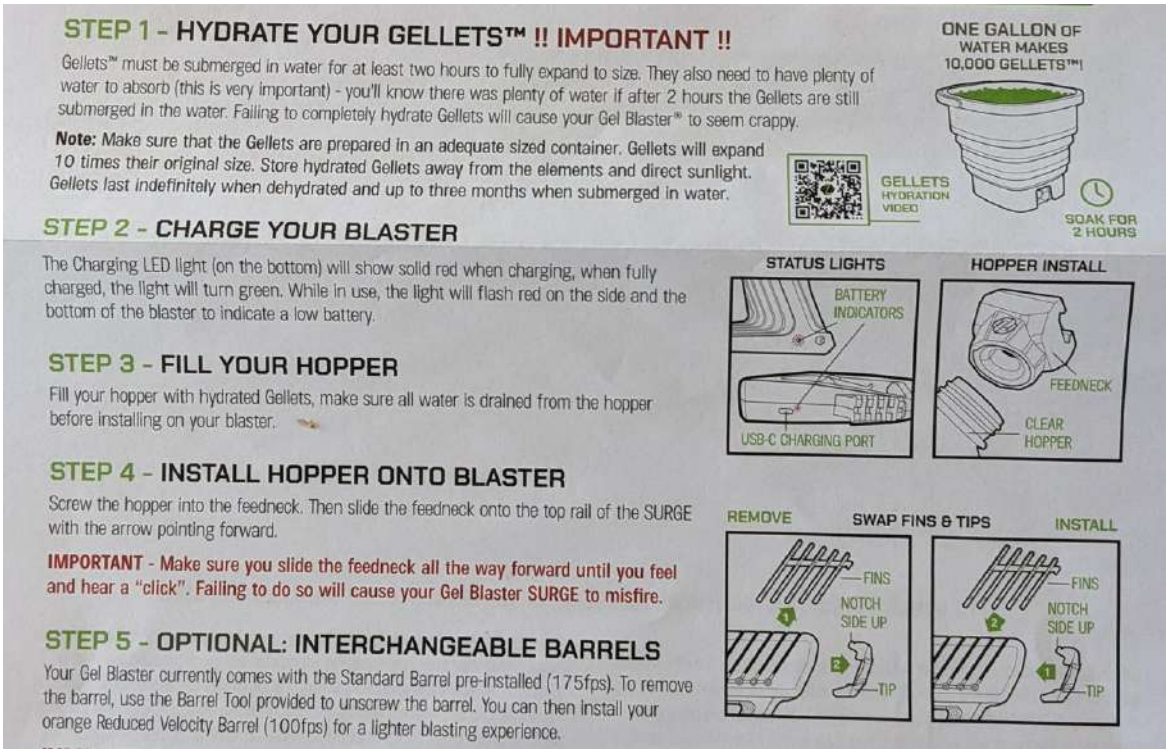


Exhibit 65 (Manual for Gel Blaster Surge Product); *see also* Exhibit 66 (Manual for Gel Blaster Starfire Product) (similar instructions).

[redacted]

92. Moreover, on information and belief, the Gel Blaster Respondents have provided Accused Products to end users in the United States for promotion and advertising. *See, e.g.*, Exhibit 46 (Screenshots of a YouTube Channel Reviewing the Gel Blaster Surge available at (https://www.youtube.com/watch?v=4uDrQoIVFqE) at 3:32-3:41).

93. In addition, on information and belief, the Gel Blaster Respondents contributorily infringe certain of the Asserted Claims through their sale and offers to sell within the United States and/or importation into the United States components, such as spare parts (including and not limited to "fins," "tips," "hoppers," "feednecks," and "Gellets") of the Accused Products, that constitute a material part of the asserted claims, knowing the same to be especially made or especially adapted for use in an infringement of the Asserted Patents, and not a staple article or commodity of commerce suitable for substantial non-infringing use. Exhibits 63, 64. Due to the specific designs of the Accused Products, components thereof such as spare parts do not have any substantial non-infringing uses.

2. The Splat-R-Ball Respondents

94. On information and belief, the Splat-R-Ball Respondents contribute to and induce direct infringement by others, including their customers, such as retailers and end users under 35 U.S.C. § 271(b)-(c) without license or authority. The Splat-R-Ball Respondents induce and contribute to customers' directly infringing acts, including those customers' sales, use, and offers for sale of articles that are covered by the Asserted Patents. For example, on information and belief, retailers such as Bass Pro Shops, Cabela's, Big 5 Sporting Goods, offer SplatRBall Accused Products (including the SplatRBall SRB1200 Full Auto Rechargeable Battery Powered Water Bead Gel Ball Blaster, SplatRBall Full and Semi Auto Electric Rechargeable Soft Water Bead Gel Ball Blaster, and SplatRBall Full Auto 375 Mini Water Bead Blaster) for sale in retail stores in the United States and on websites accessible from within the United States. Exhibit 38 (Screenshots

of Retailer Websites offering Splat-R-Ball Products for sale). Further, end users assemble and use SplatRBall Accused Products in the United States as shown in publicly-available videos including from the SplatRBall Respondents:



Exhibit 48 (Screenshots of videos on YouTube showing Splat-R-Ball Accused Products available at https://www.youtube.com/watch?v=cmpgH9qwY_0). Metadata for this video indicates it was made within the United States. *Id.*



Exhibit 49 (Screenshots of a YouTube Reviewing Splat-R-Ball Accused Products available at https://www.youtube.com/watch?v=hofyg6AuKhw). Metadata for this video indicates it was made in the United States. *Id.*



Exhibit 50 (Screenshots of a YouTube Reviewing Splat-R-Ball Accused Products available at https://www.youtube.com/watch?v=njAIvdgd1LI). On information and belief, videos from this channel are made in the United States. *See, e.g.*,

[redacted]

https://www.youtube.com/watch?v=xvWieAO8A54&t=324s (showing same reviewer at Fiery Crab Seafood Restaurant & Bar, which has locations in Louisiana and South Carolina).

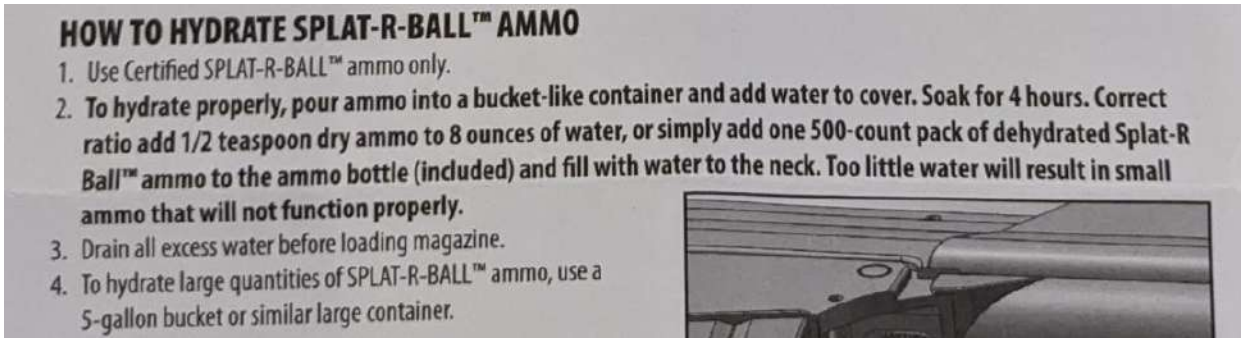
95. On information and belief, the SplatRBall Respondents had, and have, knowledge of the Asserted Patents. For example, the SplatRBall Respondents have knowledge of the Asserted Patents and their infringement thereof as a result of the filing and/or service of this Complaint. Additionally, before the filing of this Complaint, the SplatRBall Respondents had actual knowledge of the Asserted Patents and their infringement thereof by way of pre-suit notice letters. Exhibits 51A-51D (Pre-suit Letters to the SplatRBall Respondents).

96. On information and belief, the SplatRBall Respondents have knowingly induced and continue to knowingly induce direct infringing acts by others with specific intent to encourage infringement. For example, the SplatRBall Respondents actively induce customers' and/or end users' direct infringement by contracting with and/or encouraging customers and/or end users to offer to sell, sell, and import in the United States products that infringe the Asserted Patents. The SplatRBall Respondents know, or should have known, that these induced acts directly infringe the Asserted Patents because of, for example, the infringement allegations and evidence provided in connection with this Complaint, and notice letters to the SplatRBall Respondents.

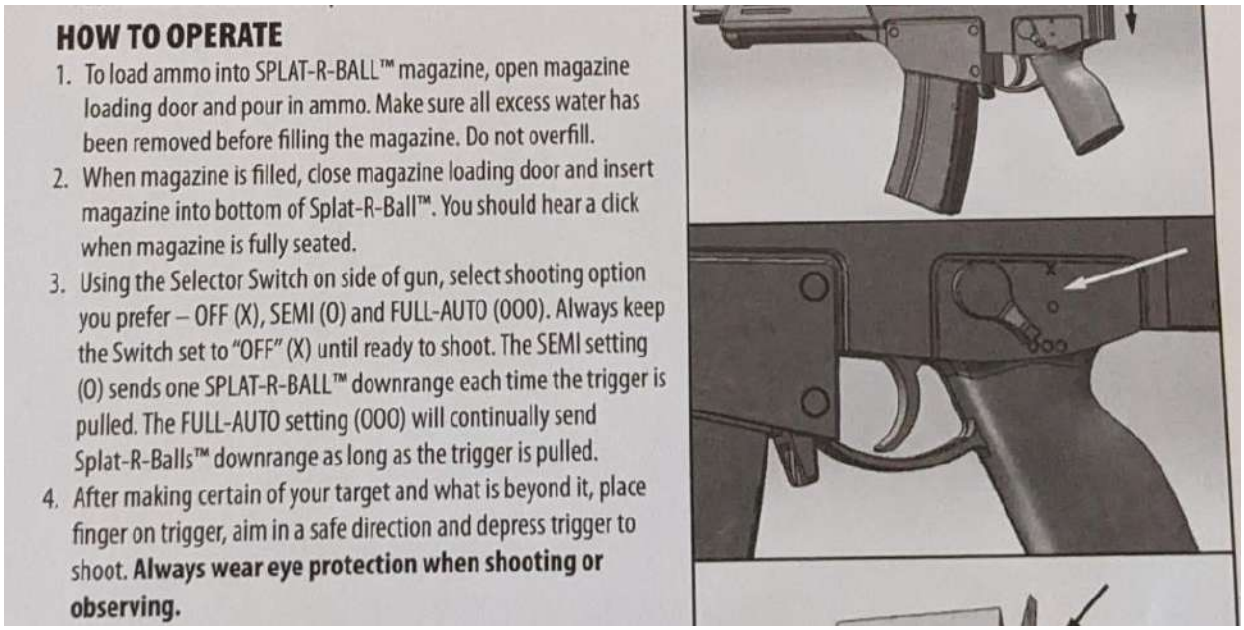
97. The SplatRBall Respondents also contribute to the foregoing infringement by customers and/or end users by offering to sell, selling, and importing in the United States the Accused Products that constitute a material part of the articles that practice the Asserted Patents. The Accused Products have no substantial non-infringing uses, are a material part of the invention of each Asserted Patents, are especially made or especially adapted for use in an infringement of such patent, and not a staple article or commodity of commerce suitable for substantial non-infringing use.

[redacted]

98. Furthermore, the SplatRBall Respondents have actively induced and contributed to, and continue to actively induce and contribute to, the infringement of consumers and/or end users by creating and distributing technical, marketing, sales and product literature for the Accused Products, including materials that instruct customers and/or end users to assemble and use the Accused Products in a manner that directly infringes. For example, as shown in the exemplary product literature below, the SplatRBall Respondents instruct users to "[u]se Certified SPLAT-R-BALL™ ammo only" and also teach users how to incorporate that hydrated ammo into the blaster using the magazine:



***



HOW TO OPERATE

1. To load ammo into SPLAT-R-BALL™ magazine, open magazine loading door and pour in ammo. Make sure all excess water has been removed before filling the magazine. Do not overfill.
2. When magazine is filled, close magazine loading door and insert magazine into bottom of Splat-R-Ball™. You should hear a click when magazine is fully seated.
3. Using the Selector Switch on side of gun, select shooting option you prefer – OFF (X), SEMI (O) and FULL-AUTO (OOO). Always keep the Switch set to "OFF" (X) until ready to shoot. The SEMI setting (O) sends one SPLAT-R-BALL™ downrange each time the trigger is pulled. The FULL-AUTO setting (OOO) will continually send Splat-R-Balls™ downrange as long as the trigger is pulled.
4. After making certain of your target and what is beyond it, place finger on trigger, aim in a safe direction and depress trigger to shoot. **Always wear eye protection when shooting or observing.**

Exhibit 52 (Manual for the SplatRBall SRB1200); *see also* similar language in Exhibit 53 (Manual for the SplatRBall SRB400); Exhibit 54 (Manual for the SplatRBall SRB375M).

99. In addition, on information and belief, the SplatRBall Respondents contributorily infringe certain of the Asserted Claims through their sale and offers to sell within the United States and/or importation into the United States components, such as spare parts (including and not limited to "certified water bead Splat-R-Ball ammo," "water blaster drum magazine 800 round," "water blaster rechargeable battery," "water blaster magazine 400 round," "water blaster stock," "water blaster activated targets," and "water bead blaster sling") of the Accused Products, that constitute a material part of the asserted claims, knowing the same to be especially made or especially adapted for use in an infringement of the Asserted Patents, and not a staple article or commodity of commerce suitable for substantial non-infringing use. Exhibit 67. Due to the specific designs of the Accused Products, components thereof such as spare parts do not have any substantial non-infringing uses.

[redacted]

3. The PTT Respondents

100. On information and belief, the PTT Respondents contribute to and induce direct infringement by others, including their customers, such as retailers and end-users under 35 U.S.C. § 271(b)-(c) without license or authority. The PTT Respondents induce and contribute to customers' directly infringing acts, including those customers' sales, use, and offers for sale of articles that are covered by the Asserted Patents. For example, on information and belief, retailers offer PTT Accused Products (including the Hydro Strike Pulsar Pro and Hydro Strike Nebula Pro Water Bead Blaster) for sale in retail stores in the United States and on websites accessible from within the United States. *See* Exhibit 55 (showing pricing information and directions as to how to purchase PTT Accused Products at https://hydrostrike.primetimetoys.com/shop and https://hydrostrikegelblasters.com/shop). Further, end users assemble and use the PTT Accused Products in the United States as shown in publicly-available videos:



Exhibit 56 (Screenshots of a YouTube Reviewing Hydro Strike Pulsar Pro available at https://www.youtube.com/watch?v=YjmD9wgK5ew). Metadata for this video indicates it was made in the United States. *Id.*



Exhibit 57 (Screenshots of a YouTube Reviewing PTT Accused Products available at https://www.youtube.com/watch?v=q1d-iGEuf7c). Metadata for this video indicates it was made in the United States. *Id.*



Id. at 6:56.

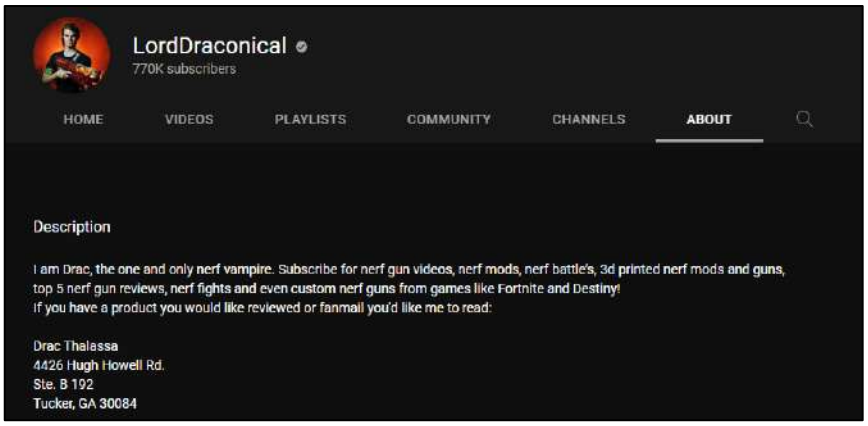


Exhibit 58 (Screenshot of YouTube Channel Location in the United States available at https://www.youtube.com/c/LordDraconical/about)



Exhibit 59 (Screenshots of a YouTube Reviewing PTT Accused Products available at https://www.youtube.com/watch?v=nGIKG9iQwgU). On information and belief, videos from this channel are made in United States. *See, e.g.*, https://www.youtube.com/watch?v=xvWieAO8A54&t=324s (showing same reviewer at Fiery Crab Seafood Restaurant & Bar, which has locations in Louisiana and South Carolina).

101. On information and belief, the PTT Respondents had, and have, knowledge of the Asserted Patents. For example, the PTT Respondents have knowledge of the Asserted Patents and their infringement thereof as a result of the filing and/or service of this Complaint. Additionally, before the filing of this Complaint, the PTT Respondents had actual knowledge of the Asserted Patents and their infringement thereof by way of pre-suit notice letters. Exhibits 60A-60C (Pre-suit Letters to the PTT Respondents).

102. On information and belief, the PTT Respondents have knowingly induced and continue to knowingly induce directly infringing acts by others with specific intent to encourage infringement. For example, the PTT Respondents actively induce customers' and/or end users' direct infringement by contracting with and/or encouraging customers and/or end users to offer to

[redacted]

sell, sell, use, and import in the United States products that infringe the Asserted Patents. The PTT Respondents know, or should have known, that these induced acts directly infringe the Asserted Patents because of, for example, the infringement allegations and evidence provided in connection with this Complaint, and notice letters to the PTT Respondents.

103. The PTT Respondents also contributes to the foregoing infringement by customers and/or end users by offering to sell, selling, and importing in the United States the Accused Products that constitute a material part of the articles that practice the Asserted Patents. The Accused Products have no substantial non-infringing uses, are a material part of the invention of each Asserted Patents, are especially made or especially adapted for use in an infringement of such patent, and not a staple article or commodity of commerce suitable for substantial non-infringing use.

104. Furthermore, the PTT Respondents have actively induced and contributed to, and continue to actively induce and contribute to, the infringement of consumers and/or end users by creating and distributing technical, marketing, sales and product literature for the Accused Products, including materials that instruct customers and/or end users to assemble and use the Accused Products in a manner that directly infringes. For example, product literature distributed with the Hydro Strike Pulsar Pro teaches end-users to hydrate the beads for use within the device including the steps of hydrating Gel-Tek bead rounds in a hydration/storage container for four hours then inserting the rounds in the blaster.

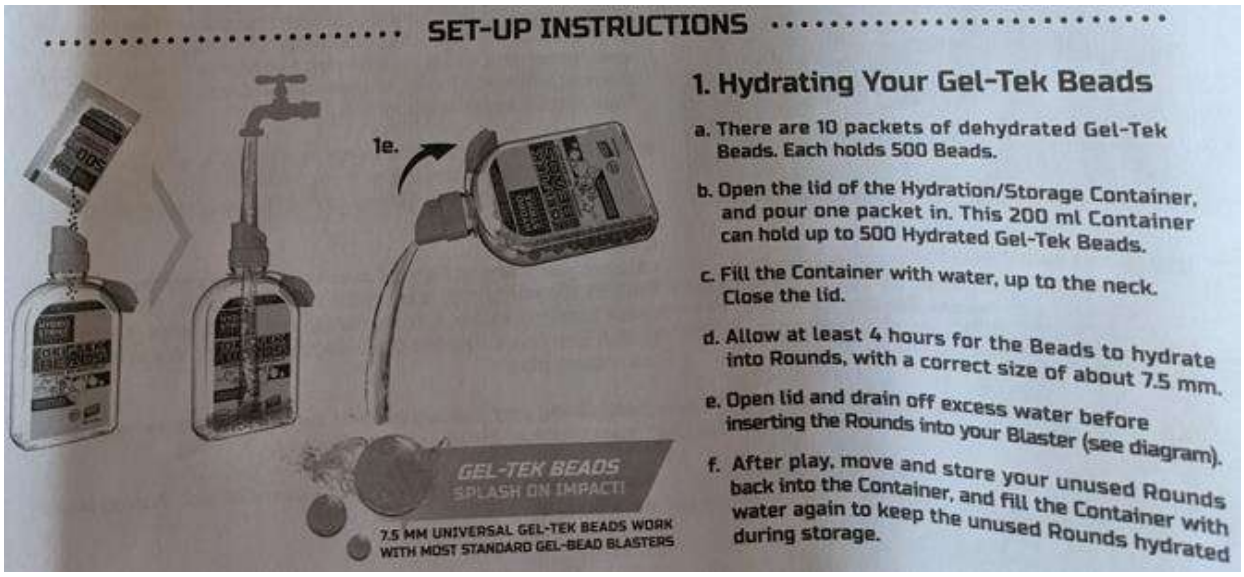


Exhibit 61 (Manual for the Hydro Strike Pulsar Pro); *see also* Exhibit 62 (Manual for the Hydro Strike Nebula Pro).

105. In addition, on information and belief, the PTT Respondents contributorily infringe certain of the Asserted Claims through their sale and offers to sell within the United States and/or importation into the United States components, such as spare parts (including and not limited to the "Hydro Strike Pulsar Pro Rechargeable Battery Pack Refill," the "Hydro Strike Pulsar Pro Gel Water Bead Gel-Tek Cartridge Refill," and the "Hydro Strike Gel-Tek Gel Beads Refill Pack"), of the Accused Products, that constitute a material part of the asserted claims, knowing the same to be especially made or especially adapted for use in an infringement of the Asserted Patents, and not a staple article or commodity of commerce suitable for substantial non-infringing use. *See, e.g.*, Exhibit 55. Due to the specific designs of the Accused Products, components thereof such as spare parts do not have any substantial non-infringing uses.

VII. HARMONIZED TARIFF SCHEDULE ITEM NUMBERS

106. Pursuant to Commission Rule 210.12(a)(3), the Accused Products are believed to fall within at least the following classifications of the Harmonized Tariff Schedule of the United

States: 9304.00.0000, 9503.00.0073 and 9503.00.0090. These HTS numbers are intended for illustration only and are not intended to be restrictive of the category of Accused Products.

VIII. RELATED LITIGATION

107. Pursuant to Commission Rule 210.12(a)(5), the Asserted Patents and the subject matter of this Complaint are not, nor have they been, the subject of any court or agency litigation.

IX. DOMESTIC INDUSTRY

108. As required by Section 337(a)(2) and defined by Section 337(a)(3), a domestic industry exists and/or is in the process of being established in the United States in connection with articles protected by the Asserted Patents.

A. Technical Prong

109. Claim charts demonstrating how Hasbro's representative products (the "Domestic Industry Products") are covered by an exemplary claim of each of the Asserted Patents are attached as Confidential Exhibits 9A-10B. As shown in these claim charts, the Domestic Industry Products are protected by the Asserted Patents.

B. Economic Prong

110. A domestic industry, under subparts (A), (B), and/or (C) of Section 337(a)(3), exists by virtue of Complainants' significant U.S. investment in plant and equipment, significant employment of U.S. labor and capital, and substantial investment in U.S. exploitation of the Asserted Patents, including through engineering, research and development, and other activities designed to exploit the patented technology.

111. For example, Complainant Hasbro has developed and is in the process of developing a NERF Pro GelFire blaster designed to launch spherical projectiles made of a hydrated superabsorbent polymer ("SAP") material, which practices the Asserted Patents. Exemplary U.S. investments are discussed in more detail in the Confidential Declaration of Adam Kleinman,

[redacted]

Senior Vice President at Hasbro, Inc. *See* Confidential Exhibit 6 (Kleinman Decl.). For example, Hasbro has undertaken efforts to develop a NERF Pro GelFire blaster that practices the Asserted Patents from its headquarters in Pawtucket, Rhode Island, where [redacted] have conducted activity related to [redacted]. *Id.*

112. [redacted] is called the NERF Pro GelFire Mythic Blaster. *Id.* [redacted]

113. The NERF Pro GelFire Mythic Blaster became available for presale from Hasbro Pulse and major retailers including Amazon and Target in July 2022. *Id.* [redacted] Hasbro plans for the NERF Pro GelFire Mythic Blaster to be available on shelves by November 2022. *Id.* In the course of the foregoing development efforts, Hasbro has made and continues to make significant U.S. investments in plant and equipment; significant employment of U.S. labor and capital; and/or substantial investment in U.S. exploitation of the Asserted Patents, including

[redacted]

through engineering, research and development, and other activities designed to exploit the patented technology. *See* Confidential Exhibit 6 (Kleinman Decl.).

114. To the extent it is determined that a domestic industry does not yet exist with respect to the Asserted Patents, a domestic industry is in the process of being established pursuant to Section 337(a)(2). As noted above, Hasbro has taken tangible steps to establish an industry in the United States, and there is a significant likelihood that the industry requirement will be satisfied in the future, as discussed in more detail in the Confidential Declarations of Mr. Kleinman. *See* Confidential Exhibit 6 (Kleinman Decl.). Preorders of the NERF Pro GelFire Mythic Blaster began in July 2022 through Hasbro Pulse, Target, and Amazon. *Id.* Hasbro expects for the products to be available on shelves by November 2022. *Id.* [redacted]

[redacted] *Id.*

X. LICENSEES

115. Pursuant to Commission Rule 210.12(a)(9)(iii), Complainants state that Hasbro, Inc. is the only licensee of each involved U.S. patent.

XI. REQUESTED EXCLUSION ORDERS

A. Limited Exclusion Order

116. Pursuant to Section 337(d), Complainants respectfully request that a limited exclusion order be entered barring from entry into the United States all soft projectile launching devices, components thereof, ammunition, and products containing same, that infringe one or more of the Asserted Claims of the Asserted Patents to remedy the Respondents' violation of Section 337 and to prevent such future violations by Respondents.

[redacted]

B. Cease and Desist Orders

117. Cease and desist orders against all named Respondents are appropriate under Section 337(f), which provides that the Commission may issue a cease and desist order against any person violating Section 337 in addition to exclusion orders issued under Section 337(d). Cease and desist orders are appropriate to remedy and prevent the violation of Complainants' patent rights due to Respondents' commercially significant inventory of soft projectile launching devices, components thereof, ammunition, and products containing same, as well as their significant domestic operations relating to the same.

XII. RELIEF REQUESTED

118. WHEREFORE, by reason of the foregoing, Complainants respectfully request that the United States International Trade Commission:

a. Institute an immediate investigation, pursuant to Section 337 of the Tariff Act of 1930, as amended, 19 U.S.C. § 1337(a)(1)(B)(i) and (b)(1), with respect to violation of Section 337 by Respondents based upon their sale for importation, importation, and/or sale after importation into the United States of soft projectile launching devices, components thereof, ammunition, and products containing same that infringe one or more of the Asserted Claims of the Asserted Patents.

b. Schedule and conduct a hearing on said unlawful acts and, following said hearing, determine that there has been a violation of 19 U.S.C. § 1337;

c. Issue permanent limited exclusion orders, pursuant to 19 U.S.C. § 1337(d)(1), barring from entry into the United States all soft projectile launching devices, components thereof, ammunition, and products containing same, that infringe one or more of the Asserted Claims of the Asserted Patents.

[redacted]

d. Issue permanent cease and desist orders, pursuant to 19 U.S.C. § 1337(f), directing Respondents, and others acting on their behalf, to cease and desist from selling for importation into the United States, importing, selling after importation into the United States, offering for sale, marketing, advertising, demonstrating, sampling, warehousing inventory for distribution, selling, distributing, licensing, testing, providing technical support, use, or other related commercial activity involving imported products that infringe one or more of the Asserted Claims of the Asserted Patents; and

e. Impose a bond, pursuant to 19 U.S.C. § 1337(j), upon importation of any Accused Products during any presidential review;

f. Grant such other and further relief as the Commission deems just and proper based on the facts determined by the investigation and the authority of the Commission.

[redacted]

Respectfully submitted,

FISH & RICHARDSON P.C.

Dated: July 20, 2022

By: */s/ Brian P. Boyd*

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Greenwood Village, CO 80111
Phone: (720) 689-0651

COUNSEL FOR COMPLAINANT SPIN MASTER, INC.

UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C. 20436

In the Matter of **CERTAIN SOFT PROJECTILE LAUNCHING DEVICES, COMPONENTS THEREOF, AMMUNITION, AND PRODUCTS CONTAINING SAME**	**Inv. No. 337-TA-____**

VERIFICATION OF COMPLAINT

I, Adam Kleinman, declare in accordance with 19 C.F.R. §§ 210.4 and 210.12(a)(1) that the following statements are true:

1. I am currently the Senior Vice President & General Manager, NERF & Sports Action at Hasbro, Inc. and I am duly authorized to verify this Complaint of Hasbro, Inc., and Spin Master, Inc. Under Section 337 of the Tariff Act of 1930 ("Complaint");

2. I have read the foregoing Complaint and am aware of its contents;

3. To the best of my knowledge, information, and belief, formed after inquiry reasonable under the circumstances, the claims and other legal contentions in this Complaint are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law;

4. To the best of my knowledge, information, and belief, formed after inquiry reasonable under the circumstances, the allegations and other factual contentions in the Complaint have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery;

5. The Complaint is not being presented for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of the investigation or related proceeding.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 20 day of July, 2022.

Adam Kleinman

Pawtucket, Rhode Island

EXHIBIT 4D

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

June 3, 2022

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON

September 7, 2018

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

Sylvia Holley
Certifying Officer

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5130460

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
EAST WEST BANK	09/07/2018

RECEIVING PARTY DATA

Name:	THE MAYA GROUP, INC.
Street Address:	10741 WALKER ST
City:	CYPRESS
State/Country:	CALIFORNIA
Postal Code:	90630

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8640683

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: ldd@eastwestbank.com
Correspondent Name: FRANK MAO
Address Line 1: 9300 FLAIR DRIVE, 6TH FLOOR
Address Line 4: EL MONTE, CALIFORNIA 91731

NAME OF SUBMITTER:	FRANK MAO
SIGNATURE:	/frank30011267/
DATE SIGNED:	09/07/2018

Total Attachments: 1
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EAST WEST BANK

September 7, 2018

U.S.P.T.O
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

Re: The Maya Group, Inc.
Loan#30011267

Dear officer,

East West Bank hereby instructs to release the Security Interest stated in Commercial Security Agreement which was recorded with the U.S. Patent and Trademark Office (Reel/Frame:040045/0232) on September 15, 2016 as recording number 103675964, due to the indebtedness or obligation has been fully paid and satisfied.

If you have any questions regarding this issue, you may contact the individual whose name appears on this letter at 626-371-8670.

Yours Truly,

Frank Mao
Loan Service Department

EXHIBIT 4C

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

8255639

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

June 3, 2022

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON

September 7, 2018

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

Sylvia Holley
Certifying Officer

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5130416

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
EAST WEST BANK	09/07/2018

RECEIVING PARTY DATA

Name:	THE MAYA GROUP, INC.
Street Address:	10741 WALKER ST
City:	CYPRESS
State/Country:	CALIFORNIA
Postal Code:	90630

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13761082

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: ldd@eastwestbank.com
Correspondent Name: FRANK MAO
Address Line 1: 9300 FLAIR DRIVE, 6TH FLOOR
Address Line 4: EL MONTE, CALIFORNIA 91731

NAME OF SUBMITTER:	FRANK MAO
SIGNATURE:	/frank30011267/
DATE SIGNED:	09/07/2018

Total Attachments: 1
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EAST WEST BANK

September 7, 2018

U.S.P.T.O
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

Re: The Maya Group, Inc.
Loan#30011267

Dear officer,

East West Bank hereby instructs to release the Security Interest stated in Commercial Security Agreement which was recorded with the U.S. Patent and Trademark Office (Reel/Frame:032818/0617) on April 28, 2014 as recording number 103667251, due to the indebtedness or obligation has been fully paid and satisfied.

If you have any questions regarding this issue, you may contact the individual whose name appears on this letter at 626-371-8670.

Yours Truly,

Frank Mao
Loan Service Department

EXHIBIT 4A

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

June 3, 2022

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON

April 28, 2014

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

Sylvia Holley
Certifying Officer

04/28/2014

Form PTO-1595 (Rev. 03-11)
OMB No. 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103667251

Assignment Recordation Branch
Received
APR 28 2014
6th Floor
Public Records Division

PATENT ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

04-28-14

1. Name of conveying party(ies)

The Maya Group, Inc.
19823 Hamilton Avenue
Torrance, CA 90502

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: East West Bank
Internal Address: Loan Documentation Dept.
Loan#30011267
Street Address: 9300 Flair Drive 6th Floor
City: El Monte
State: CA
Country: USA Zip: 91731

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s): April 7, 2014

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

4. Application or patent number(s): ☐ This document is being filed together with a new application.

A. Patent Application No.(s)	B. Patent No.(s)
13-761,082	8-640-683

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Steven Obadja East West Bank
Internal Address: Loan Documentation Dept.
Loan#30011267
Street Address: 9300 Flair Drive 6th Floor
City: El Monte
State: CA Zip: 91731
Phone Number: (626) 371-8611
Docket Number:
Email Address: steven.obadja@eastwestbank.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) $40.00

☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number [illegible] 13761082
01 FC:8021 40.00 OP
Authorized User Name

9. Signature:

Signature — 04/23/2014 Date

Steven Obadja
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

COMMERCIAL SECURITY AGREEMENT

Borrower:	The Maya Group, Inc. The Maya Group HK Limited 19823 Hamilton Avenue Torrance, CA 90502	**Lender:**	East West Bank Loan Servicing Department 9300 Flair Drive, 6th Floor El Monte, CA 91731
Grantor:	The Maya Group, Inc. 19823 Hamilton Avenue Torrance, CA 90502		

THIS COMMERCIAL SECURITY AGREEMENT dated April 7, 2014, is made and executed among The Maya Group, Inc. ("Grantor"); The Maya Group, Inc.; and The Maya Group HK Limited ("Borrower"); and East West Bank ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

All Trademarks included but not limited to United States Registration #3827979 and serial #77902487 with a filing date of 12/29/2009 and registration date of 8/3/2010.

Patent No. 8-640-683, Application No. 13-761,082 for Soft-Projectile Launching Device

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

(A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.

(B) All products and produce of any of the property described in this Collateral section.

(C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.

(D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

(E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Except as otherwise required under this Agreement or by applicable law, (A) Borrower agrees that Lender need not tell Borrower about any action or inaction Lender takes in connection with this Agreement; (B) Borrower assumes the responsibility for being and keeping informed about the Collateral; and (C) Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Collateral or any delay by Lender in realizing upon the Collateral; and Borrower agrees to remain liable under the Note no matter what action Lender takes or fails to take under this Agreement.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (A) this Agreement is executed at Borrower's request and not at the request of Lender; (B) Grantor has the full right, power and authority to enter into this Agreement and to pledge the Collateral to Lender; (C) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (D) Lender has made no representation to Grantor about Borrower or Borrower's creditworthiness.

GRANTOR'S WAIVERS. Except as prohibited by applicable law, Grantor waives any right to require Lender to (A) make any presentment, protest, demand, or notice of any kind, including notice of change of any terms of repayment of the Indebtedness, default by Borrower or any other guarantor or surety, any action or nonaction taken by Borrower, Lender, or any other guarantor or surety of Borrower, or the creation of new or additional Indebtedness; (B) proceed against any person, including Borrower, before proceeding against Grantor; (C) proceed against any collateral for the Indebtedness, including Borrower's collateral, before proceeding against Grantor; (D) apply any payments or proceeds received against the Indebtedness in any order; (E) give notice of the terms, time, and place of any sale of any collateral pursuant to the Uniform Commercial Code or any other law governing such sale; (F) disclose any information about the Indebtedness, the Borrower, any collateral, or any other guarantor or surety, or about any action or nonaction of Lender; or (G) pursue any remedy or course of action in Lender's power whatsoever.

Grantor also waives any and all rights or defenses arising by reason of (A) any disability or other defense of Borrower, any other guarantor or surety or any other person; (B) the cessation from any cause whatsoever, other than payment in full, of the Indebtedness; (C) the application of proceeds of the Indebtedness by Borrower for purposes other than the purposes understood and intended by Grantor and Lender; (D) any act of omission or commission by Lender which directly or indirectly results in or contributes to the discharge of Borrower or any other guarantor or surety, or the Indebtedness, or the loss or release of any collateral by operation of law or otherwise; (E) any statute of limitations in any action under this Agreement or on the Indebtedness; or (F) any modification or change in terms of the Indebtedness, whatsoever, including without limitation, the renewal, extension, acceleration, or other change in the time payment of the Indebtedness is due and any change in the interest rate.

Grantor waives all rights and defenses arising out of an election of remedies by Lender even though that election of remedies, such as a

non-judicial foreclosure with respect to security for a guaranteed obligation, has destroyed Grantor's rights of subrogation and reimbursement against Borrower by operation of Section 580d of the California Code of Civil Procedure or otherwise.

Grantor waives all rights and defenses that Grantor may have because Borrower's obligation is secured by real property. This means among other things: (1) Lender may collect from Grantor without first foreclosing on any real property collateral pledged by Borrower ; and (2) If Lender forecloses on any real property collateral pledged by the Borrower : (A) The amount of the Borrower's obligation may be reduced only by the price for which the collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price; (B) The Lender may collect from the Grantor even if the Lender, by foreclosing on the real property collateral, has destroyed any right the Grantor may have to collect from the borrower. This is an unconditional and irrevocable waiver of any rights and defenses the Grantor may have because the Borrower's obligation is secured by real property. These rights and defenses include, but are not limited to, any rights and defenses based upon Sections 580a, 580b, 580d, or 726 of the Code of Civil Procedure.

Grantor understands and agrees that the foregoing waivers are unconditional and irrevocable waivers of substantive rights and defenses to which Grantor might otherwise be entitled under state and federal law. The rights and defenses waived include, without limitation, those provided by California laws of suretyship and guaranty, anti-deficiency laws, and the Uniform Commercial Code. Grantor further understands and agrees that this Agreement is a separate and independent contract between Grantor and Lender, given for full and ample consideration, and is enforceable on its own terms. Grantor acknowledges that Grantor has provided these waivers of rights and defenses with the intention that they be fully relied upon by Lender. Until all Indebtedness is paid in full, Grantor waives any right to enforce any remedy Grantor may have against Borrower or any other guarantor, surety, or other person, and further, Grantor waives any right to participate in any collateral for the Indebtedness now or hereafter held by Lender.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. ***This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Borrower may not be indebted to Lender.***

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of California, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be

filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral if the estimated cost of repair or replacement exceeds $10,000.00, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor

any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default in Favor of Third Parties. Borrower, any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's, any guarantor's or Grantor's property or ability to perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the California Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Borrower would be required to pay, immediately due and payable, without notice of any kind to Borrower or Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without

bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Borrower for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Borrower shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Los Angeles County, State of California.

JUDICIAL REFERENCE. If the waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, who shall be a retired state or federal court judge, mutually selected by the parties or, if they cannot agree, then any party may seek to have a private judge appointed in accordance with California Code of Civil Procedure §§ 638 and 640 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts). The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure §§ 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and orders applicable to judicial proceedings in the same manner as a trial court judge. The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to California Code of Civil Procedure § 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

The parties agree that time is of the essence in conducting the referenced proceedings. The parties shall promptly and diligently cooperate with one another and the referee, and shall perform such acts as may be necessary to obtain prompt and expeditious resolution of the dispute or controversy in accordance with the terms hereof. The costs shall be borne equally by the parties.

ORAL AGREEMENTS NOT EFFECTIVE. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written negotiations, agreements and understandings of the parties with respect to the subject matter hereof and shall remain in full force and effect in accordance with its terms and conditions. Moreover, any subsequent oral statements, negotiations, agreements or understandings of the parties shall not be effective against Lender unless (i) expressly stated in writing, (ii) duly approved and authorized by an appropriate decision making committee of Lender on such terms and conditions as such committee shall deem necessary or appropriate in the committee's sole and absolute opinion and judgment and (iii) executed by an authorized officer of Lender. Borrower shall not rely or act on any oral statements, negotiations, agreements or understandings between the parties at anytime whatsoever, including before or during any Lender approval process stated above. Borrower acknowledges and agrees that Borrower shall be responsible for its own actions, including any detrimental reliance on any oral statements, negotiations, agreements or understandings between the parties and that Lender shall not be liable for any possible claims, counterclaims, demands, actions, causes of action, damages, costs, expenses and liability whatsoever, known or unknown, anticipated or unanticipated, suspected or unsuspected, at law or in equity, originating in whole or in part in connection with any oral statements, negotiations, agreements or understandings between the parties which the Borrower may now or hereafter claim against the Lender. Neither this Agreement nor any other Related Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this section. Lender may from time to time, (a) enter into with Borrower written amendments, supplements or modifications hereto and to the Related Documents or (b) waive, on such terms and conditions as Lender may specify in such instrument, any of the requirements of this Agreement or the Related Documents or any Event Default and its consequences, if, but only if, such amendment, supplement, modification or waiver is (i) expressly stated in writing, (ii) duly approved and authorized by an appropriate decision making committee of Lender on such terms and conditions as such committee shall deem necessary or appropriate in the committee's sole and absolute opinion and judgment and (iii) executed by an authorized officer of Lender. Then such amendment, supplement, modification or waiver shall be effective only in the specific instance and specific purpose for which given.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help

enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of California.

Joint and Several Liability. All obligations of Borrower and Grantor under this Agreement shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Agreement. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Agreement.

Preference Payments. Any monies Lender pays because of an asserted preference claim in Borrower's or Grantor's bankruptcy will become a part of the Indebtedness and, at Lender's option, shall be payable by Borrower and Grantor as provided in this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Waiver of Co-Obligor's Rights. If more than one person is obligated for the Indebtedness, Grantor irrevocably waives, disclaims and relinquishes all claims against such other person which Grantor has or would otherwise have by virtue of payment of the Indebtedness or any part thereof, specifically including but not limited to all rights of indemnity, contribution or exoneration.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. To the extent permitted by applicable law, all parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means The Maya Group, Inc.; and The Maya Group HK Limited and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response,

Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means The Maya Group, Inc..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

Lender. The word "Lender" means East West Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated September 14, 2012, in the original principal amount of $3,000,000.00, from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

BORROWER AND GRANTOR HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREE TO ITS TERMS. THIS AGREEMENT IS DATED APRIL 7, 2014.

GRANTOR:

THE MAYA GROUP, INC.

By:_____
Oded Ben-Ezer, CFO of The Maya Group, Inc.

BORROWER:

THE MAYA GROUP, INC.

By:_____
Oded Ben-Ezer, CFO of The Maya Group, Inc.

THE MAYA GROUP HK LIMITED

By:_____
Oded Ben-Ezer, Director of The Maya Group HK Limited

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EXHIBIT 4B

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

8255639

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

June 3, 2022

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON

September 15, 2016

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

Sylvia Holley
Certifying Officer

09/15/2016

Form PTO-1595 (Rev. 03-11)
OMB No. 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103675964

09/15/16

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

The Maya Group, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: East West Bank
Internal Address: Loan Documentation
Street Address: 9300 Flair Drive, 6th Floor
City: El Monte
State: CA
Country: USA Zip: 91731

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) August 17, 2016

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

8,640,683

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Christine Wang
Internal Address: Loan Documentation
Loan #30011267
Street Address: 9300 Flair Drive, 6th Floor
City: El Monte
State: CA Zip: 91731
Phone Number: 626-371-8927
Docket Number:
Email Address: christine.wang@eastwestbank.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) $40.00

☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number

Authorized User Name

09/15/2016 KNGUYEN1 00000013 [illegible]
01 FC:8521

9. Signature:

Signature — 9/12/2016 Date

Christine Wang
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

COMMERCIAL SECURITY AGREEMENT

Borrower:	The Maya Group, Inc. The Maya Group HK Limited 10741 Walker Street Cypress, CA 90630	**Lender:**	East West Bank Loan Servicing Department 9300 Flair Drive, 6th Floor El Monte, CA 91731
Grantor:	The Maya Group, Inc. 10741 Walker Street Cypress, CA 90630		

THIS COMMERCIAL SECURITY AGREEMENT dated August 17, 2016, is made and executed among The Maya Group, Inc. ("Grantor"); The Maya Group, Inc.; and The Maya Group HK Limited ("Borrower"); and East West Bank ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

All Trademarks including but not limited to the following:

1) United States serial #86638816 with a filing date of May 22, 2015.
2) United States serial #86921250 with a filing date of February 26, 2016.
3) United States serial #86884370 with a filing date of January 23, 2016.
4) United States serial #86638812 with a filing date of May 22, 2015

All Patents including but not limited to the following:

1) Patent No. 8,640,683, Application No. 13/761,082 for Soft-projectile launching device

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

(A) All accessions, attachments, accessories, replacements of and additions to any of the collateral described herein, whether added now or later.

(B) All products and produce of any of the property described in this Collateral section.

(C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.

(D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

(E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Except as otherwise required under this Agreement or by applicable law, (A) Borrower agrees that Lender need not tell Borrower about any action or inaction Lender takes in connection with this Agreement; (B) Borrower assumes the responsibility for being and keeping informed about the Collateral; and (C) Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Collateral or any delay by Lender in realizing upon the Collateral; and Borrower agrees to remain liable under the Note no matter what action Lender takes or fails to take under this Agreement.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (A) this Agreement is executed at Borrower's request and not at the request of Lender; (B) Grantor has the full right, power and authority to enter into this Agreement and to pledge the Collateral to Lender; (C) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (D) Lender has made no representation to Grantor about Borrower or Borrower's creditworthiness.

GRANTOR'S WAIVERS. Except as prohibited by applicable law, Grantor waives any right to require Lender to (A) make any presentment, protest, demand, or notice of any kind, including notice of change of any terms of repayment of the Indebtedness, default by Borrower or any other guarantor or surety, any action or nonaction taken by Borrower, Lender, or any other guarantor or surety of Borrower, or the creation of new or additional Indebtedness; (B) proceed against any person, including Borrower, before proceeding against Grantor; (C) proceed against any collateral for the Indebtedness, including Borrower's collateral, before proceeding against Grantor; (D) apply any payments or proceeds received against the Indebtedness in any order; (E) give notice of the terms, time, and place of any sale of any collateral pursuant to the Uniform Commercial Code or any other law governing such sale; (F) disclose any information about the Indebtedness, the Borrower, any collateral, or any other guarantor or surety, or about any action or nonaction of Lender; or (G) pursue any remedy or course of action in Lender's power whatsoever.

Grantor also waives any and all rights or defenses arising by reason of (A) any disability or other defense of Borrower, any other guarantor or surety or any other person; (B) the cessation from any cause whatsoever, other than payment in full, of the Indebtedness; (C) the application of proceeds of the Indebtedness by Borrower for purposes other than the purposes understood and intended by Grantor and Lender; (D) any act of omission or commission by Lender which directly or indirectly results in or contributes to the discharge of Borrower or any other guarantor

or surety, or the Indebtedness, or the loss or release of any collateral by operation of law or otherwise; (E) any statute of limitations in any action under this Agreement or on the Indebtedness; or (F) any modification or change in terms of the Indebtedness, whatsoever, including without limitation, the renewal, extension, acceleration, or other change in the time payment of the Indebtedness is due and any change in the interest rate.

Grantor waives all rights and defenses arising out of an election of remedies by Lender even though that election of remedies, such as a non-judicial foreclosure with respect to security for a guaranteed obligation, has destroyed Grantor's rights of subrogation and reimbursement against Borrower by operation of Section 580d of the California Code of Civil Procedure or otherwise.

Grantor waives all rights and defenses that Grantor may have because Borrower's obligation is secured by real property. This means among other things: (1) Lender may collect from Grantor without first foreclosing on any real property collateral pledged by Borrower ; and (2) If Lender forecloses on any real property collateral pledged by the Borrower : (A) The amount of the Borrower's obligation may be reduced only by the price for which the collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price; (B) The Lender may collect from the Grantor even if the Lender, by foreclosing on the real property collateral, has destroyed any right the Grantor may have to collect from the borrower. This is an unconditional and irrevocable waiver of any rights and defenses the Grantor may have because the Borrower's obligation is secured by real property. These rights and defenses include, but are not limited to, any rights and defenses based upon Sections 580a, 580b, 580d, or 726 of the Code of Civil Procedure.

Grantor understands and agrees that the foregoing waivers are unconditional and irrevocable waivers of substantive rights and defenses to which Grantor might otherwise be entitled under state and federal law. The rights and defenses waived include, without limitation, those provided by California laws of suretyship and guaranty, anti-deficiency laws, and the Uniform Commercial Code. Grantor further understands and agrees that this Agreement is a separate and independent contract between Grantor and Lender, given for full and ample consideration, and is enforceable on its own terms. Grantor acknowledges that Grantor has provided these waivers of rights and defenses with the intention that they be fully relied upon by Lender. Until all Indebtedness is paid in full, Grantor waives any right to enforce any remedy Grantor may have against Borrower or any other guarantor, surety, or other person, and further, Grantor waives any right to participate in any collateral for the Indebtedness now or hereafter held by Lender.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. **This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Borrower may not be indebted to Lender.**

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order,

repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral if the estimated cost of repair or replacement exceeds $10,000.00, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default,

Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default in Favor of Third Parties. Borrower, any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's, any guarantor's or Grantor's property or ability to perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Cure Provisions. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the California Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Borrower would be required to pay, immediately due and payable, without notice of any kind to Borrower or Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the

power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Borrower for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Borrower shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Los Angeles County, State of California.

JUDICIAL REFERENCE. If the waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, who shall be a retired state or federal court judge, mutually selected by the parties or, if they cannot agree, then any party may seek to have a private judge appointed in accordance with California Code of Civil Procedure §§ 638 and 640 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts). The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure §§ 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and orders applicable to judicial proceedings in the same manner as a trial court judge. The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to California Code of Civil Procedure § 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

The parties agree that time is of the essence in conducting the referenced proceedings. The parties shall promptly and diligently cooperate with one another and the referee, and shall perform such acts as may be necessary to obtain prompt and expeditious resolution of the dispute or controversy in accordance with the terms hereof. The costs shall be borne equally by the parties.

ORAL AGREEMENTS NOT EFFECTIVE. This Note or Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written negotiations, agreements and understandings of the parties with respect to the subject matter hereof and shall remain in full force and effect in accordance with its terms and conditions. Moreover, any subsequent oral statements, negotiations, agreements or understandings of the parties shall not be effective against Lender unless (i) expressly stated in writing, (ii) duly approved and authorized by an appropriate decision making committee of Lender on such terms and conditions as such committee shall deem necessary or appropriate in the committee's sole and absolute opinion and judgment and (iii) executed by an authorized officer of Lender. Borrower shall not rely or act on any oral statements, negotiations, agreements or understandings between the parties at anytime whatsoever, including before or during any Lender approval process stated above. Borrower acknowledges and agrees that Borrower shall be responsible for its own actions, including any detrimental reliance on any oral statements, negotiations, agreements or understandings between the parties and that Lender shall not be liable for any possible claims, counterclaims, demands, actions, causes of action, damages, costs, expenses and liability whatsoever, known or unknown, anticipated or unanticipated, suspected or unsuspected, at law or in equity, originating in whole or in part in connection with any oral statements, negotiations, agreements or understandings between the parties which the Borrower may now or hereafter claim against the Lender. Neither this Note or Agreement nor any other Related Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this section. Lender may from time to time, (a) enter into with Borrower written amendments, supplements or modifications hereto and to the Related Documents or (b) waive, on such terms and conditions as Lender may specify in such instrument, any of the requirements of this Note or Agreement or the Related Documents or any Event Default and its consequences, if, but only if, such amendment, supplement, modification or waiver is (i) expressly stated in writing, (ii) duly approved and authorized by an appropriate decision making committee of Lender on such terms and conditions as such committee shall deem necessary or appropriate in the committee's sole and absolute opinion and judgment and (iii) executed by an authorized officer of Lender. Then such amendment, supplement, modification or waiver shall be effective only in the specific instance and specific purpose for which given.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing

and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of California.

Joint and Several Liability. All obligations of Borrower and Grantor under this Agreement shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Agreement. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Agreement.

Preference Payments. Any monies Lender pays because of an asserted preference claim in Borrower's or Grantor's bankruptcy will become a part of the Indebtedness and, at Lender's option, shall be payable by Borrower and Grantor as provided in this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Waiver of Co-Obligor's Rights. If more than one person is obligated for the Indebtedness, Grantor irrevocably waives, disclaims and relinquishes all claims against such other person which Grantor has or would otherwise have by virtue of payment of the Indebtedness or any part thereof, specifically including but not limited to all rights of indemnity, contribution or exoneration.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. To the extent permitted by applicable law, all parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means The Maya Group, Inc.; and The Maya Group HK Limited and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means The Maya Group, Inc..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

Lender. The word "Lender" means East West Bank, its successors and assigns.

Note. The word "Note" means the Promissory Note dated September 14, 2012 and Change in Terms Agreement dated August 17, 2016, in the principal amount of $3,000,000.00, including without limitation all of Borrower's previous Promissory Notes related to this Loan, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the Promissory Note or Agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

BORROWER AND GRANTOR HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREE TO ITS TERMS. THIS AGREEMENT IS DATED AUGUST 17, 2016.

GRANTOR:

THE MAYA GROUP, INC.

By: _____
Oded Ben-Ezer, CFO of The Maya Group, Inc.

BORROWER:

THE MAYA GROUP, INC.

By: _____
Oded Ben-Ezer, CFO of The Maya Group, Inc.

THE MAYA GROUP HK LIMITED

By: _____
Oded Ben-Ezer, Director of The Maya Group HK Limited

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EXHIBIT 4F

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

June 3, 2022

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON

March 10, 2020

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

Sylvia Holley
Certifying Officer

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6006720

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
THE MAYA GROUP, INC.	12/04/2019

RECEIVING PARTY DATA

Name:	SPIN MASTER, INC.
Street Address:	300 INTERNATIONAL DRIVE, SUITE 1000
Internal Address:	PMB #10053
City:	WILLIAMSVILLE
State/Country:	NEW YORK
Postal Code:	14221

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	8596255
Patent Number:	8640683
Patent Number:	8371282
Application Number:	15590424

CORRESPONDENCE DATA

Fax Number: (416)981-3366

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 416-363-2775
Email: nchinoy@millmanip.com
Correspondent Name: MILLMAN IP INC.
Address Line 1: 401 BAY STREET, SUITE 2108, BOX 60
Address Line 4: TORONTO, ONTARIO, CANADA M5H 2Y4

ATTORNEY DOCKET NUMBER:	SPI-780
NAME OF SUBMITTER:	NERGIZ CHINOY
SIGNATURE:	/nergizchinoy/
DATE SIGNED:	03/10/2020

Total Attachments: 6
source=Assignment as filed#page1.tif

source=Assignment as filed#page2.tif
source=Assignment as filed#page3.tif
source=Assignment as filed#page4.tif
source=Assignment as filed#page5.tif
source=Assignment as filed#page6.tif

PATENT ASSIGNMENT AGREEMENT

BETWEEN:

THE MAYA GROUP, INC., a corporation incorporated pursuant to the laws of the State of California;
(the "**Assignor**")

- and –

SPIN MASTER, INC., a corporation incorporated pursuant to the laws of the State of Delaware;
(the "**Assignee**")

WHEREAS the Assignor is the owner of the granted patents, pending patent applications and granted design registrations listed in the attached **Schedule "A"** (collectively, the **"Patents"**) and of the inventions and designs described in the Patents (the **"Inventions"**);

AND WHEREAS the Assignor has entered into an asset purchase agreement (the "**Purchase Agreement**") dated the date hereof between, inter alia, the Assignee and Spin Master Toys Far East Limited, as purchasers, the Assignor, as vendor, Oded Ben-Ezer, Tali Ben-Ezer, Eyal Aronoff, the Ben-Ezer Living Trust and The Aronoff Community Property Trust, as co-covenantors, whereby the Assignor agreed to sell to the Assignee the Purchased Assets (as defined in the Purchase Agreement), which includes the Patents and Inventions;

NOW THEREFORE, in consideration of the payments provided for in the Purchase Agreement, the mutual covenants and agreements contained therein and for other good and valuable consideration paid to the Assignor by the Assignee, receipt of which is hereby acknowledged, the Assignor, does hereby sell, assign and set over unto the Assignee the entire right, title and interest in the United States and all other countries foreign thereto in and to the Patents, and in and to the Inventions, and in and to all applications filed and Letters Patent and Registrations obtained thereof in any country, inclusive of any and all priority rights and Convention and Treaty rights derived therefrom, including any continuation, division, renewal, substitute or reissue thereof, the same to be held and enjoyed by the Assignee, its successors, assigns or legal representatives to the full ends of the terms for which all Letters Patent and Registrations therefor have or may be granted including any extensions or reissues thereof as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made;

ASSIGNOR hereby authorizes Assignee to make application for and to receive Letters Patent and Registrations for the Inventions in any foreign countries in its own name or in any name at its election;

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNOR FURTHER COVENANTS AND AGREES to execute or procure any further necessary assurance of the title to the Inventions and the Patents and will at any time upon the request and at the expense of the Assignee execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Inventions and the Patents or any patents which may be granted therefor to the Assignee, its successors, assigns or legal representatives and will at any time upon the request and at the expense of the Assignee testify in any legal proceeding, sign all lawful papers, execute any additional divisional, substituting, continuing or reissue applications for the Inventions or for the Patents or any part or parts thereof, make all rightful oaths and generally do all lawful acts to aid the Assignee, its successors, assigns or legal representatives to obtain and enforce patent protection in the Inventions without further compensation but at the expense of the Assignee, its successors, assigns or legal representatives;

AND ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the United States Patent and Trademark Office issue any and all Letters Patent for the Inventions or resulting from the Patents or from any division, reissue or extension thereof to the Assignee as sole Assignee, and its successors, assigns and legal representatives.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Patents under as of the 4th day of December, 2019.

THE MAYA GROUP, INC.

By: _____
Name: Odeet Ben-Efri
Title: CEO
I have the authority to bind the company

SPIN MASTER, INC.

By: _____
Name:
Title:
I have the authority to bind the company

[Signature Page – Patent Assignment]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Patents under as of the 4thday of December, 2019.

THE MAYA GROUP, INC.

By: _____

Name:

Title:

I have the authority to bind the company

SPIN MASTER, INC.

By: _____

Name: Chris Harris

Title: Secretary

I have the authority to bind the company

[Signature Page – Patent Assignment]

SCHEDULE "A"

LIST OF PATENTS AND PATENT APPLICATIONS

Record Type	Country	Reference Number	Title or Mark	Status	Application/Serial No.	Filing Date	Patent/ Registration No.	Date Issue/Reg/ Abandoned	Earliest Priority Date
Patent	United States	MAYA-1001a-CIP	SUPER ABSORBENT POLYMER PROJECTILE LAUNCHING DEVICE	Patented Case	12/973,897	12/20/20 10	8,596,255	12/03/2013	05/10/2010
Patent	United States	MAYA-1001b-DIV	SOFT-PROJECTILE LAUNCHING DEVICE	Patented Case	13/761,082	02/06/20 13	8,640,683	02/04/2014	05/10/2010
Utility Model	Germany	MAYA-1001-DE	SOFT-PROJECTILE LAUNCHING DEVICE	Patented Case	20 2011 110 351.3	05/09/20 11	20 2011 110 351.3	08/08/2013	05/10/2010
Patent	United States	MAYA-1001-UA	SOFT-PROJECTILE LAUNCHING DEVICE	Patented Case	12/777,134	05/10/20 10	8,371,282	02/12/2013	05/10/2010
Patent	EPO	MAYA-20479-EP	KITS AND METHODS OF PLAY FOR CREATING	Allowed	171965 71.8	11/09/20 17	N/A	N/A	05/09/2017

Record Type	Country	Reference Number	Title or Mark	Status	Application/Serial No.	Filing Date	Patent/Registration No.	Date Issue/Reg/Abandoned	Earliest Priority Date
			DECORATIVE OBJECTS						
Patent	United States	MAYA-20479-UA	KITS AND METHODS OF PLAY FOR CREATING DECORATIVE OBJECTS	Pending	15/590,424	05/09/2017	N/A	N/A	05/09/2017
Patent	United States	MAYA-21014-UA	PLUSH TOYS WITH SIGHT, SMELL AND FEEL OF FOOD AND METHODS OF MAKING THE SAME	New (Not Filed)	N/A	N/A	N/A	N/A	N/A

EXHIBIT 4E

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

8255638

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

June 3, 2022

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON

March 2, 2020

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

Sylvia Holley
Certifying Officer

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5991758

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
THE MAYA GROUP, INC.	12/04/2019

RECEIVING PARTY DATA

Name:	SPIN MASTER, INC.
Street Address:	PMB #10053, 300 INTERNATIONAL DRIVE
Internal Address:	SUITE 1000
City:	WILLIAMSVILLE
State/Country:	NEW YORK
Postal Code:	14221

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	8596255
Patent Number:	8640683
Patent Number:	8371282
Application Number:	15590424

CORRESPONDENCE DATA

Fax Number: (416)981-3366

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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ATTORNEY DOCKET NUMBER:	SPI-000
NAME OF SUBMITTER:	NERGIZ CHINOY
SIGNATURE:	/Nergiz Chinoy/
DATE SIGNED:	03/02/2020

Total Attachments: 6
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PATENT ASSIGNMENT AGREEMENT

BETWEEN:

THE MAYA GROUP, INC., a corporation incorporated pursuant to the laws of the State of California;
(the "**Assignor**")

- and –

SPIN MASTER, INC., a corporation incorporated pursuant to the laws of the State of Delaware;
(the "**Assignee**")

WHEREAS the Assignor is the owner of the granted patents, pending patent applications and granted design registrations listed in the attached **Schedule "A"** (collectively, the **"Patents"**) and of the inventions and designs described in the Patents (the **"Inventions"**);

AND WHEREAS the Assignor has entered into an asset purchase agreement (the "**Purchase Agreement**") dated the date hereof between, inter alia, the Assignee and Spin Master Toys Far East Limited, as purchasers, the Assignor, as vendor, Oded Ben-Ezer, Tali Ben-Ezer, Eyal Aronoff, the Ben-Ezer Living Trust and The Aronoff Community Property Trust, as co-covenantors, whereby the Assignor agreed to sell to the Assignee the Purchased Assets (as defined in the Purchase Agreement), which includes the Patents and Inventions;

NOW THEREFORE, in consideration of the payments provided for in the Purchase Agreement, the mutual covenants and agreements contained therein and for other good and valuable consideration paid to the Assignor by the Assignee, receipt of which is hereby acknowledged, the Assignor, does hereby sell, assign and set over unto the Assignee the entire right, title and interest in the United States and all other countries foreign thereto in and to the Patents, and in and to the Inventions, and in and to all applications filed and Letters Patent and Registrations obtained thereof in any country, inclusive of any and all priority rights and Convention and Treaty rights derived therefrom, including any continuation, division, renewal, substitute or reissue thereof, the same to be held and enjoyed by the Assignee, its successors, assigns or legal representatives to the full ends of the terms for which all Letters Patent and Registrations therefor have or may be granted including any extensions or reissues thereof as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made;

ASSIGNOR hereby authorizes Assignee to make application for and to receive Letters Patent and Registrations for the Inventions in any foreign countries in its own name or in any name at its election;

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNOR FURTHER COVENANTS AND AGREES to execute or procure any further necessary assurance of the title to the Inventions and the Patents and will at any time upon the request and at the expense of the Assignee execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Inventions and the Patents or any patents which may be granted therefor to the Assignee, its successors, assigns or legal representatives and will at any time upon the request and at the expense of the Assignee testify in any legal proceeding, sign all lawful papers, execute any additional divisional, substituting, continuing or reissue applications for the Inventions or for the Patents or any part or parts thereof, make all rightful oaths and generally do all lawful acts to aid the Assignee, its successors, assigns or legal representatives to obtain and enforce patent protection in the Inventions without further compensation but at the expense of the Assignee, its successors, assigns or legal representatives;

AND ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the United States Patent and Trademark Office issue any and all Letters Patent for the Inventions or resulting from the Patents or from any division, reissue or extension thereof to the Assignee as sole Assignee, and its successors, assigns and legal representatives.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Patents under as of the 4th day of December, 2019.

THE MAYA GROUP, INC.

By: _____
Name: Edvet Ben-Efraim
Title: CEO
I have the authority to bind the company

SPIN MASTER, INC.

By: _____
Name:
Title:
I have the authority to bind the company

[Signature Page – Patent Assignment]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Patents under as of the 4thday of December, 2019.

THE MAYA GROUP, INC.

By: _____

Name:

Title:

I have the authority to bind the company

SPIN MASTER, INC.

By: _____

Name: Chris Harris

Title: Secretary

I have the authority to bind the company

[Signature Page – Patent Assignment]

SCHEDULE "A"

LIST OF PATENTS AND PATENT APPLICATIONS

Record Type	Country	Reference Number	Title or Mark	Status	Application/Serial No.	Filing Date	Patent/ Registration No.	Date Issue/Reg/ Abandoned	Earliest Priority Date
Patent	United States	MAYA-1001a-CIP	SUPER ABSORBENT POLYMER PROJECTILE LAUNCHING DEVICE	Patented Case	12/973,897	12/20/20 10	8,596,255	12/03/2013	05/10/2010
Patent	United States	MAYA-1001b-DIV	SOFT-PROJECTILE LAUNCHING DEVICE	Patented Case	13/761,082	02/06/20 13	8,640,683	02/04/2014	05/10/2010
Utility Model	Germany	MAYA-1001-DE	SOFT-PROJECTILE LAUNCHING DEVICE	Patented Case	20 2011 110 351.3	05/09/20 11	20 2011 110 351.3	08/08/2013	05/10/2010
Patent	United States	MAYA-1001-UA	SOFT-PROJECTILE LAUNCHING DEVICE	Patented Case	12/777,134	05/10/20 10	8,371,282	02/12/2013	05/10/2010
Patent	EPO	MAYA-20479-EP	KITS AND METHODS OF PLAY FOR CREATING	Allowed	171965 71.8	11/09/20 17	N/A	N/A	05/09/2017

Record Type	Country	Reference Number	Title or Mark	Status	Application/Serial No.	Filing Date	Patent/Registration No.	Date Issue/Reg/Abandoned	Earliest Priority Date
			DECORATIVE OBJECTS						
Patent	United States	MAYA-20479-UA	KITS AND METHODS OF PLAY FOR CREATING DECORATIVE OBJECTS	Pending	15/590,424	05/09/2017	N/A	N/A	05/09/2017
Patent	United States	MAYA-21014-UA	PLUSH TOYS WITH SIGHT, SMELL AND FEEL OF FOOD AND METHODS OF MAKING THE SAME	New (Not Filed)	N/A	N/A	N/A	N/A	N/A

EXHIBIT 3A

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

June 7, 2022

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December 21, 2010

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

Pam Grant
Certifying Officer

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Neil R. Hamilton	12/20/2010

RECEIVING PARTY DATA

Name:	Hobbeezone, Inc.
Street Address:	752 14th Street
City:	Manhattan Beach
State/Country:	CALIFORNIA
Postal Code:	90266

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12777134

OP $40.00 12777134

CORRESPONDENCE DATA

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Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	H6845.1001-US
NAME OF SUBMITTER:	Rosa Bugarin

Total Attachments: 2
source=H6845.1001.US-AssignmentHamilton#page1.tif
source=H6845.1001.US-AssignmentHamilton#page2.tif

Patent
Docket No.: H6845.1001-US

ASSIGNMENT OF PATENT APPLICATION

WHEREAS, I, **Neil R. Hamilton**, a citizen of the UNITED STATES currently residing at 596 Brandtly Ridge, Covington, Kentucky 41015 (hereinafter referred to as "ASSIGNOR"), together with **Keith G. Meggs and Ronald Brawer and Michael G. Hoeting,** have co-invented a certain invention entitled **SOFT-PROJECTILE LAUNCHING DEVICE** for which application for Letters Patent of the United States of America has been filed on **May 10, 2010**, and assigned Serial No. **12/777,134**; and

WHEREAS, **Hobbeezone, Inc.**, a corporation organized and existing under and by virtue of the laws of the **State of California** and having its principal place of business at **752 14th Street, Manhattan Beach, California, 90266**, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire right, title and interest of ASSIGNOR in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and set over unto said ASSIGNEE, its successors and assigns, ASSIGNOR's entire right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto, to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks, and any

officials of foreign countries whose duty it is to issue patents or any legal equivalent thereof, to issue said Letters Patent or any legal equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

WITNESS my hand at 2355 Victory Parkway Cincinnati, ~~Kentucky~~ Ohio, this 20th day of December, 2010.

Neil R. Hamilton

State of ~~Kentucky~~ Ohio)
County of Hamilton)

The foregoing instrument was acknowledged before me this 20th day of December 2010 by Neil R. Hamilton.

(Notary's official signature)

LESLIE C. HILL
Notary Public, State of Ohio
My Commission Expires 11-15-2011

11/15/11
(Commission expiration date)

DOCSLA-65284v1

EXHIBIT 3B

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____



THE UNITED STATES OF AMERICA

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UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

June 3, 2022

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December 21, 2010

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

Sylvia Holley
Certifying Officer

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Michael G. Hoeting	12/20/2010

RECEIVING PARTY DATA

Name:	Hobbeezone, Inc.
Street Address:	752 14th Street
City:	Manhattan Beach
State/Country:	CALIFORNIA
Postal Code:	90266

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12777134

OP $40.00 12777134

CORRESPONDENCE DATA

Fax Number: (310)772-8301
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Email: ipdocketing-la@dicksteinshapiro.com
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Address Line 2: Suite 700
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	H6845.1001-US
NAME OF SUBMITTER:	Rosa Bugarin

Total Attachments: 2
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source=H6845.1001-US.AssignmentHoeting#page2.tif

ASSIGNMENT OF PATENT APPLICATION

WHEREAS, I, **Michael G. Hoeting**, a citizen of the UNITED STATES currently residing at 3758 Drakewood Drive, Cincinnati, Ohio 45209 (hereinafter referred to as "ASSIGNOR"), together with **Keith G. Meggs and Ronald Brawer and Neil R. Hamilton,** have co-invented a certain invention entitled **SOFT-PROJECTILE LAUNCHING DEVICE** for which application for Letters Patent of the United States of America has been filed on **May 10, 2010**, and assigned Serial No. **12/777,134**; and

WHEREAS, **Hobbeezone, Inc.**, a corporation organized and existing under and by virtue of the laws of the **State of California** and having its principal place of business at **752 14th Street, Manhattan Beach, California, 90266**, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire right, title and interest of ASSIGNOR in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and set over unto said ASSIGNEE, its successors and assigns, ASSIGNOR's entire right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto, to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks, and any

PATENT
REEL: 025541 FRAME: 0607

officials of foreign countries whose duty it is to issue patents or any legal equivalent thereof, to issue said Letters Patent or any legal equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

WITNESS my hand at 2355 Victory Pkwy Cinti Ohio, this 20 day of December, 2010.

Michael G. Hoeting

State of Ohio)
County of Hamilton)

The foregoing instrument was acknowledged before me this 20 day of December 2010 by Michael G. Hoeting.

(Notary's official signature)

LESLIE C. HILL
Notary Public, State of Ohio
My Commission Expires 11-15-2011

11 | 15 | 2011
(Commission expiration date)

DOCSNY-445163v1

EXHIBIT 1

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____



8255638

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

June 2, 2022

THIS IS TO CERTIFY THAT ANNEXED HERETO IS A TRUE COPY FROM THE RECORDS OF THIS OFFICE OF:

PATENT NUMBER: *8,371,282*
ISSUE DATE: *February 12, 2013*

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

Sylvia Holley
Certifying Officer

US008371282B2

(12) **United States Patent**
Meggs et al.

(10) **Patent No.: US 8,371,282 B2**
(45) **Date of Patent: Feb. 12, 2013**

(54) **SOFT-PROJECTILE LAUNCHING DEVICE**

(75) Inventors: **Keith G. Meggs**, Rancho Palos Verdes, CA (US); **Ronald Brawer**, Manhattan Beach, CA (US); **Michael G. Hoeting**, Cincinnati, OH (US); **Neil Hamilton**, Covington, KY (US)

(73) Assignee: **The Maya Group, Inc.**, Huntington Beach, CA (US)

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 64 days.

(21) Appl. No.: **12/777,134**

(22) Filed: **May 10, 2010**

(65) **Prior Publication Data**

US 2011/0271940 A1 Nov. 10, 2011

(51) **Int. Cl.**
F41B 11/00 (2006.01)

(52) **U.S. Cl.** **124/56**; 124/45

(58) **Field of Classification Search** ..... None
See application file for complete search history.

(56) **References Cited**

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International Search Report and Written Opinion for Corresponding PCT Application No. PCT/US2011/066307 dated Apr. 24, 2012.
International Search Report and Written Opinion for Corresponding PCT Application No. PCT/US2011/035801 dated Oct. 19, 2011.

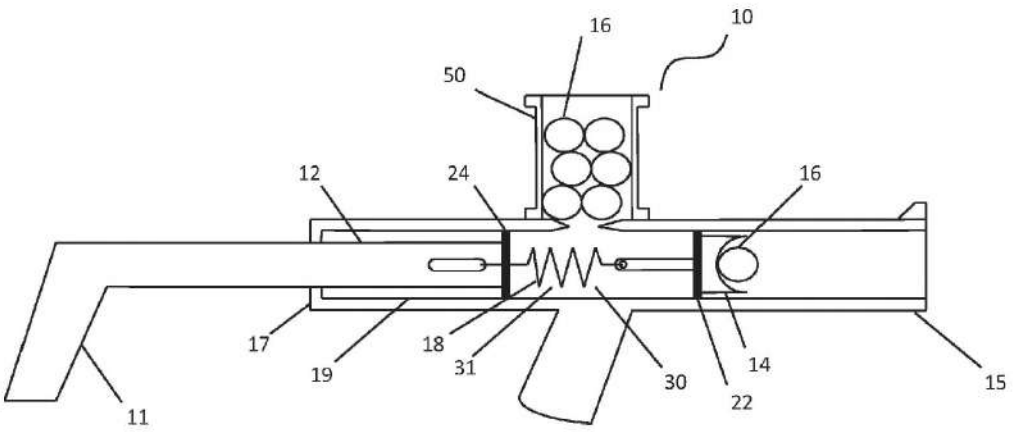
* cited by examiner

Primary Examiner — Michael David
(74) *Attorney, Agent, or Firm* — Dickstein Shapiro LLP

(57) **ABSTRACT**

A device for projecting a soft-projectile made from a super absorbent polymer, the device comprising a holder designed for containing the soft-projectile made from a super absorbent polymer; and a firing mechanism operatively arranged to accelerate the holder from a firing position.

21 Claims, 3 Drawing Sheets



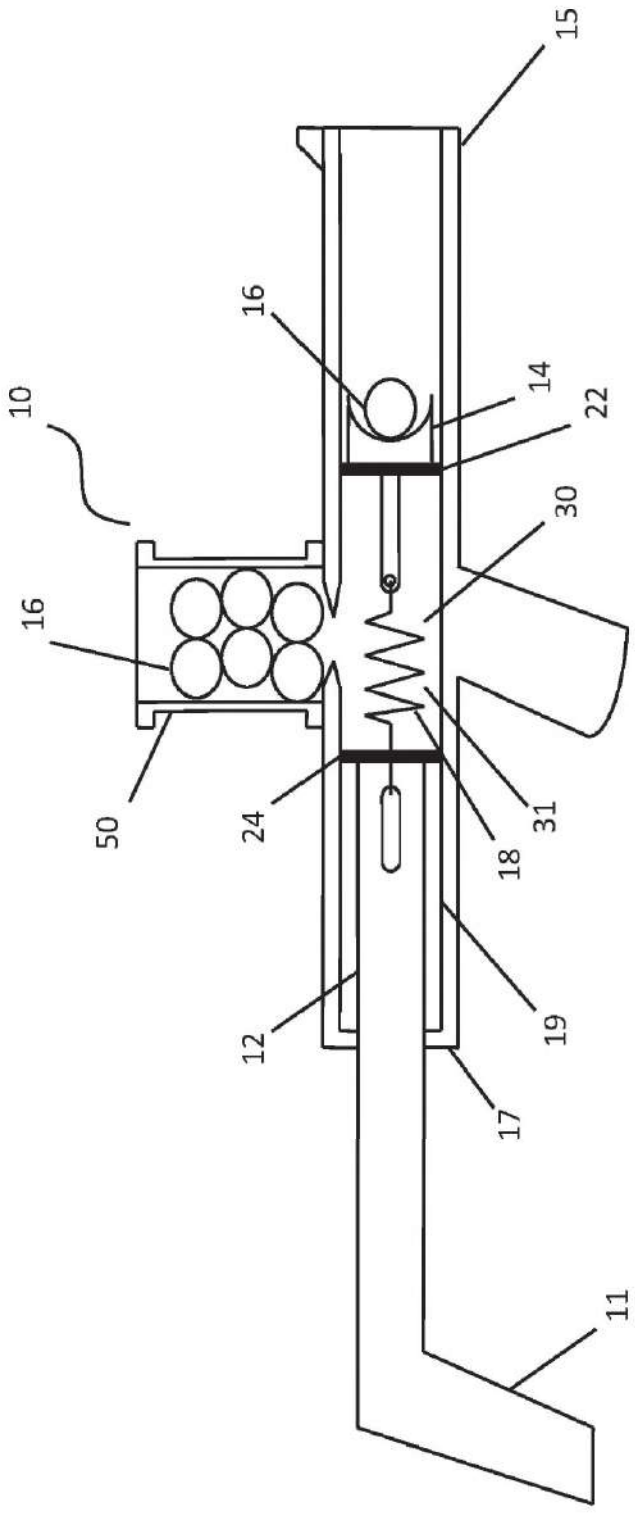


FIG. 1

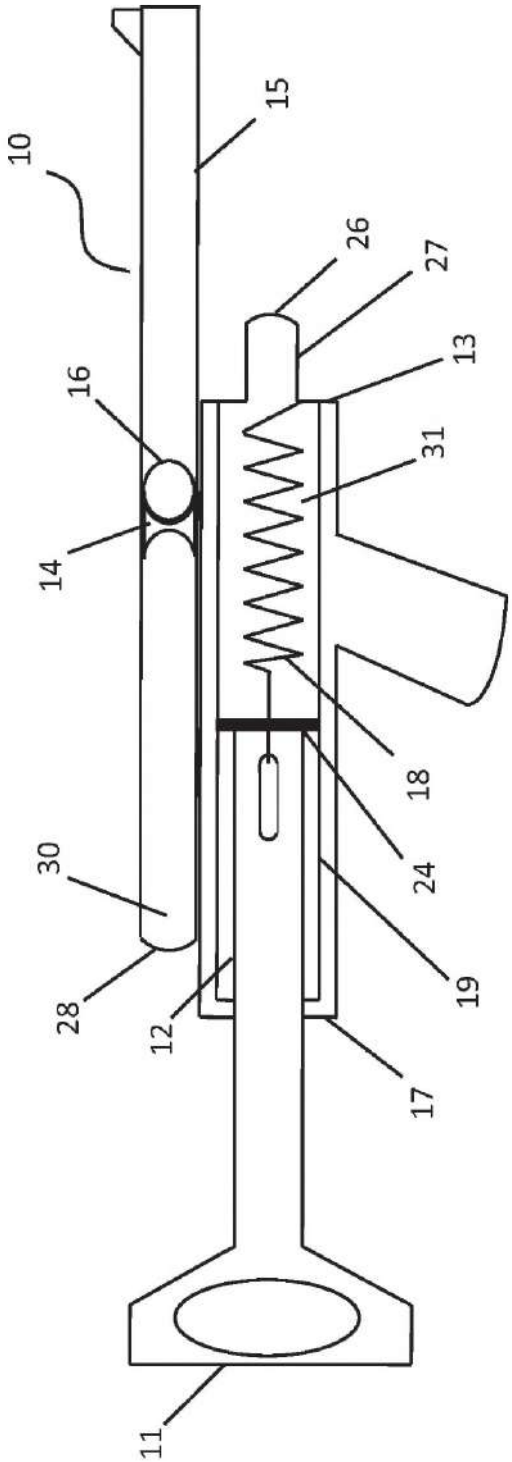


FIG. 2

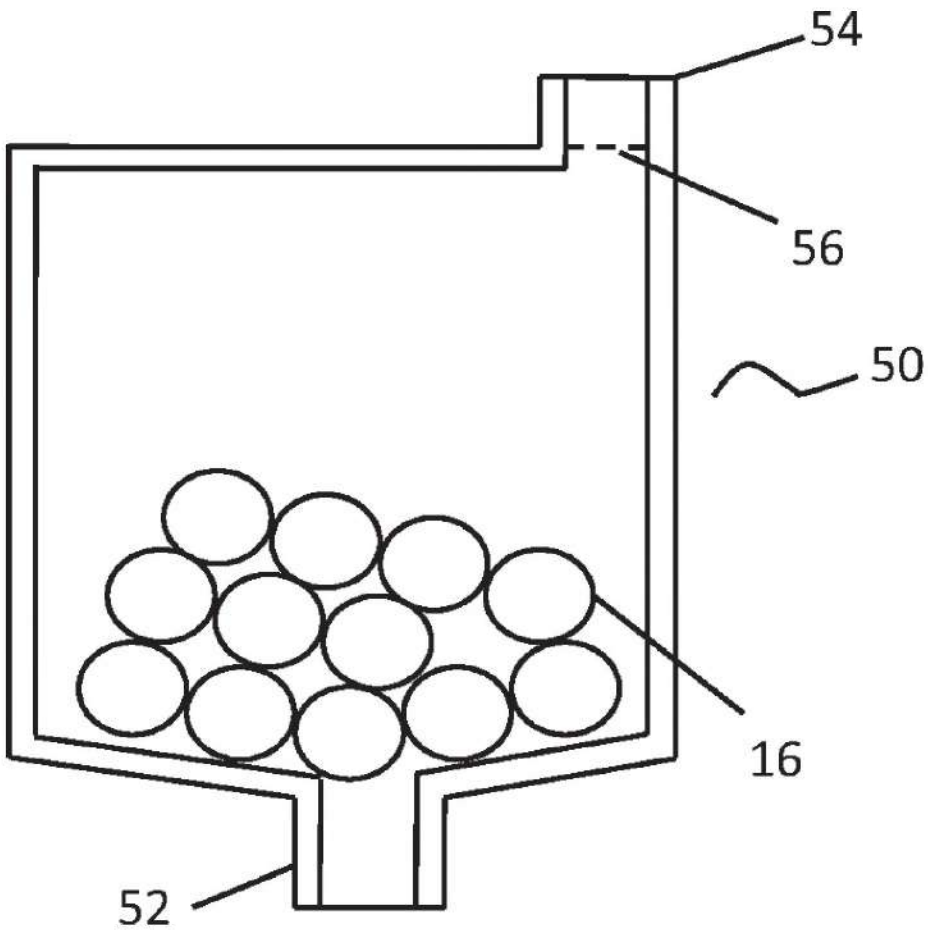


FIG. 3

SOFT-PROJECTILE LAUNCHING DEVICE

FIELD

The present patent document relates to soft-projectile launching devices, such as projectile toys. More particularly, the present patent document relates to soft-projectile launching devices that launch super absorbent polymer projectiles and related devices and methods.

BACKGROUND

Children have a variety of different types of projectile launching toys available to them. For example, HASBRO® makes an entire line of NERF® weaponry that fire NERF® projectiles. NERF® is a trademarked term well known in the toy industry and is associated with soft foam-like material. Other than weaponry, NERF® is also commonly associated with sports balls such as footballs, basketballs, and others. Over the years, a large number of NERF® foam-based weaponry products have been developed, including various blasters that launch various types of NERF® projectiles including darts, rockets, and balls.

NERF® foam is a spongy cellular material produced by the reaction of polyester with a diisocyanate. The polyester resin reacts with the diisocyanate while CO_2 is simultaneously released by another reaction. The CO_2 gas creates open pockets within the polyurethane that give the NERF® foam its soft and light properties.

One reason the NERF® foam and other foam based projectile toys have became so popular has been due to the soft and light properties of the foam material. For example, NERF® balls were originally marketed as the "world's first official indoor ball." These same soft and light properties also make NERF® and other foams a great material for projectiles. Projectiles made from NERF® and other similar foams can be formed into balls and darts and fired from toy weaponry with little risk of injury. To this end, HASBRO® and other toy manufacturers have created numerous toy weaponry lines that shoot foam based projectiles including the N-Strike® line of toys.

Although NERF® and other foam like materials can be used to make toy weaponry projectiles that are relatively safe to project or launch, the properties of NERF® and other foam like materials have some significant drawbacks when used as projectiles for projectile launching toys. Because foam based materials such as NERF® foam are light, they are highly susceptible to air forces when trying to project them through the air in free flight as occurs when fired from toy weaponry. The soft, light properties of foam and NERF® type products are due to their low density. The low density of foam based projectiles decreases the momentum of the projectiles, which in turn increases the effect of air resistance, drag, and other motion retarding forces. This causes foam based projectiles to rapidly slow after initial firing and easily curve off line.

There are also small projectile systems for gaming and professional training purposes. These include paint ball guns and airsoft guns, but these systems are for adult use only due to the energy imparted to the projectile and the ability of the projectile to do serious harm.

SUMMARY OF THE INVENTION

One object of the present patent document is to provide an alternative soft-projectile launching system to those presently on the market. To this end, in one embodiment, a projectile launching device is provided that launches projectiles made from super absorbent polymers. The projectile launching device comprises: a holder designed for containing the soft-projectile made from a super absorbent polymer; and a firing mechanism operatively arranged to accelerate the holder from a firing position.

In another embodiment the holder of the soft-projectile launching system is slideably contained by the device. In another embodiment, the holder for a soft-projectile translates between the firing position and a launch point for the soft-projectile. In yet another embodiment the soft-projectile launching system further comprises a barrel having an interior in communication with the firing position wherein the holder for a soft-projectile translates down the barrel such that a soft-projectile launches from the barrel with little or no contact with the interior of the barrel.

In one embodiment, the soft-projectile launching system may have a firing mechanism incapable of storing energy independent of the user. Yet in other embodiments, the launching system may store energy. The soft-projectile launching systems of the present patent document may use air pressure, springs, rubber bands or any other suitable firing mechanism to launch the soft-projectile.

In another aspect of the present patent document, ammunition for a soft-projectile projection device is provided. The ammunition according to one embodiment comprises a plurality of projectiles made from a super absorbent polymer. The projectiles may be contained in a magazine. The projectiles may be hydrated or dehydrated.

In one embodiment, the projectiles have a diameter of less than 10 millimeters when hydrated. In yet another embodiment, the projectiles have a diameter of more than about 4 mm and less than about 9 mm when hydrated.

In another aspect of the present patent document, a magazine for a device for projecting soft-projectiles is provided. The magazine according to one embodiment comprises: a container having an interior volume having at least one opening wherein the container is configured to operatively mate with a device for projecting soft-projectiles and a plurality of projectiles made from a super absorbent polymer contained within the interior volume. The projectiles in the magazine may be hydrated or dehydrated and the magazine may include an inlet opening configured to only allow dehydrated projectiles to pass through into the magazine.

In one embodiment, the magazine further comprises a locking mechanism that prevents an outlet opening from opening unless the magazine is mated with a corresponding projection device.

In yet another aspect, a method of producing soft-projectiles is provided. The method comprises the steps of: placing a plurality of pieces of a super absorbent polymer in a liquid; allowing time for the plurality of pieces of a super absorbent polymer to absorb the liquid; and placing the plurality of pieces of a super absorbent polymer in a magazine.

In yet another aspect, a kit for making a plurality of soft-projectiles from a super absorbent polymer is provided. In one embodiment, the kit comprises: a predetermined quantity of dehydrated projectiles stored in a container, the dehydrated projectiles comprising a super absorbent polymer; instructions for adding the dehydrated projectiles into a interior chamber of a magazine and hydrating the dehydrated projectiles in the interior chamber of the magazine. The container may, for example, comprise a sealed pouch or other low cost, disposable container.

In another embodiment, an adaptation mechanism for a projectile toy comprises: a soft-projectile holder adapted to hold a soft-projectile made from a super absorbent polymer; and an attachment mechanism connected to the soft-projec-

tile holder wherein the attachment mechanism is designed to mate to a firing mechanism of the projectile toy.

The super absorbent polymer projectile launching toys and/or weaponry described herein may increase the user experience as compared to foam-based projectile toys, yet they remain safe for children to use. Further aspects, objects, desirable features, and advantages of the devices and methods disclosed herein will be better understood from the detailed description and drawings that follow in which various embodiments are illustrated by way of example. It is to be expressly understood, however, that the drawings are for the purpose of illustration only and are not intended as a definition of the limits of the claimed invention.

BRIEF DESCRIPTION OF THE DRAWINGS

FIG. **1** illustrates a cross section of one embodiment of a projectile launching toy designed for use with a plurality of projectiles made from a super absorbent polymer.

FIG. **2** illustrates a cross section of one embodiment of a projectile launching toy designed for use with a projectile made from a super absorbent polymer.

FIG. **3** illustrates a cross section of a projectile magazine for use with a projectile launching toy such as that shown in FIG. **1**.

DETAILED DESCRIPTION OF THE PREFERRED EMBODIMENTS

The term "magazine" is used herein to refer to any container that holds super absorbent polymer projectiles for a projectile toy gun or other projectile weaponry. The magazine could be of any shape size or volume and have any number of openings as long as it holds super absorbent polymer projectiles in a useable manner for a corresponding super absorbent polymer projectile launching device.

Super absorbent polymers (SAP's) were first invented by the United States Department of Agriculture (USDA) in the 1960's and are commonly used in personal disposable hygiene products such as diapers, protective underwear, and sanitary napkins SAP's are polymers that can absorb an extremely large amount of liquid relative to their own mass. SAP's absorb aqueous solutions through hydrogen bonding with water molecules.

The present patent document discloses and teaches projectile launching devices, such as toys, amateur guns and weaponry that use projectiles formed from a super absorbent polymer (SAP). As a result, the projectiles launched by the devices of the present patent document are soft-projectiles. Further, once hydrated, the unique properties that SAP's exhibit give the soft-projectiles several advantages over current projectile materials such as paint balls, plastics, and foams. For example, hydrated SAP projectiles can maintain their shape under modest pressure. The ability of SAP projectiles to maintain their shape allows them to be projected with a reasonable force and velocity without breaking apart. However, under excessive pressure, hydrated SAP projectiles will break down and lose their shape. Because SAP projectiles break down under excessive pressure, the force at impact is spread over a much wider surface area, thus reducing the likelihood of injury.

SAP projectiles can also be designed to break down at different pressures based on their composition. This allows them to be tailored to have specific qualities as soft-projectiles. The total absorbency and swelling capacity of a SAP varies depending on the degree of cross-linking within the polymer. The lower the density of the cross-linking the higher the absorbent capacity of the SAP. Thus, low density cross-linked SAP's generally have a higher absorbent capacity and swell to a larger degree than more highly cross-linked SAP's. Low density cross-linked SAP's also have a softer and more cohesive gel formation. High cross-link density polymers exhibit lower absorbent capacity and swell. The gel strength is firmer and can maintain particle shape even under higher pressures.

Consequently, by using a SAP with a higher cross-link density, a soft-projectile can be made to fly farther and faster without breaking apart and have a stronger impact. In contrast, soft-projectiles made from a SAP with a lower cross-link density will break apart more easily and have a much softer impact. Depending on the level of safety required, different SAP's with different cross-link densities may be used. For example, SAP's can be constructed that would be considered "highly compliant" by industry standards.

Soft-projectiles made from a SAP are preferably round but may be of other shapes as well, including, for example, dart shapes, cylinder shapes, bullet shapes, oval, square, rectangular or any other shape. Round is a preferable shape not only because it has fairly good ballistic characteristics but because SAP's are easily formed in round shapes.

Soft-projectiles made from a SAP can be any size. Preferably, however, the soft-projectiles made from a SAP are between about 3 millimeters (mm) and about 15 mm in diameter when hydrated and more preferably between about 5 mm and 8 mm in diameter when hydrated. Typically, the soft-projectiles are about 1 mm or less when the SAP forming the projectile is dehydrated.

Larger soft-projectiles made from a SAP are possible. For example, rounds having a diameter of 30 mm have been created. However, there is approximately a 20% tolerance on the final diameter of the hydrated SAP soft-projectiles and therefore, the larger rounds are more difficult to make consistently uniform in diameter.

The SAP projectiles may be colorless to prevent any staining upon impact. Alternatively, soft-projectiles made from a SAP may also have additives added during the formulation of the SAP or during hydration that will create a temporary or indelible signature upon hitting a target. For example, soft-projectiles made from a SAP may be colored by adding a die to the SAP or the aqueous solution during the hydrating process. Depending on the die employed, the resulting signature may be of any desired color. Further, the employed die compound may be visible under normal lighting conditions or only under a ultra violet black light. Other additives may also be used including those that give the soft-projectiles a tracer effect such as glow-in-the-dark additives or other materials with luminescent properties.

Soft-projectiles made from water absorbing polymers, classified as hydrogels, will absorb aqueous solutions through hydrogen bonding with the water molecule. A SAP's ability to absorb water is a factor of the ionic concentration of an aqueous solution. Consequently, soft-projectiles made from a SAP are preferably grown in water with a PH of 7. More preferably soft-projectiles made from a SAP are grown in distilled water, where they may absorb 500 times their weight, and from 30-60 times their dehydrated volume.

FIG. **1** illustrates a cross section of one embodiment of a projection device **10**, which in the present embodiment is a projectile launching toy, designed for use with soft-projectile **16**. The soft-projectiles of the present patent document are formed from a super absorbent polymer. As shown in FIG. **1**, projection device **10** is in the general form of a gun. However, in other embodiments, projection device **10** can have shapes and designs of other devices. For example, projection device

10 can be a bow, crossbow, sling shot, hand gun, machine gun, futuristic weapon, catapult, or shaped as any other type of weaponry. Projection device 10 can be made of a number of suitable materials including metals, rubbers and plastics; however, injection molded plastic is a preferred construction material.

Projection device 10 has a firing position 30. The firing position 30 is where the soft-projectile 16 is positioned just prior to being fired or launched from the projection device 10. The firing mechanism of the embodiment shown in FIG. 1 is based on air pressure, which is created in air compression chamber 31. However, the firing mechanism of the projection device 10 may be based on any of the known ways of firing or launching projectiles or ammunition from a projection device. For example, springs or rubber bands can be stretched and released to launch the projectile from the projection device 10. These springs or rubber bands may further use a mechanical advantage to increase the velocity of the projectile as it is launched. As an example, compounds bows use a system of levers or pulleys to make the transfer of energy from the spring of the bow to the projectile more efficient. In addition to springs and rubber bands, air pressure can be used, as in the embodiment illustrated in FIG. 1. Air pressure can be created in a number of ways including, for example, from a plunger operated by the user, from a cartridge containing compressed gas (such as the CO_2 cartridges used with paint ball guns), from air that has been pumped into an internal chamber and then released, or from an explosion in a chamber.

In addition, various techniques of launching a projectile may also be combined. For example, the embodiment shown in FIG. 1 uses the combination of a spring and air pressure. The components of FIG. 1 will now be further described with respect to the use of projection device 10 to launch a soft-projectile made from a SAP 16.

To begin the process of firing a soft-projectile 16 made from a SAP with the device shown in FIG. 1, a user pulls back on the handle 11 which retracts the plunger 12 out of the aft end 17 of a plunger cylinder 19. The plunger 12 is attached to spring 18. As the spring 18 is stretched, air is sucked into an air compression chamber 31 located between plunger seal 24 and air seal 22. Air seal 22 abuts against a stop (not shown) just behind the firing position 30 to prevent air seal 22 from following the plunger 12 past a certain point as it is drawn back. Consequently, the spring 18 is stretched. When the user releases the handle 12, the spring 18 quickly pulls the plunger 12 back inside the plunger cylinder 19. This creates a rapid increase in air pressure in the air compression chamber 31 between plunger seal 24 and air seal 22. Consequently, air seal 22 is propelled rapidly through barrel 15 towards the distal end of barrel 15 and simultaneously accelerates the holder for a soft-projectile 14 and the soft-projectile 16. The soft-projectile 16 is launched from the projection device 10 on a free trajectory and the air seal 22 and soft-projectile holder 14 are retained within the barrel 15 of projection device 10.

In the embodiment of the projection device 10 shown in FIG. 1, the air seal 22 and the soft-projectile holder 14 are retained via their connection to the spring 18. However, the soft-projectile holder 14 and air seal 22 may be retained by other means. For example, a stop (not shown) may be installed inside of barrel 15 to prevent air seal 22 or soft-projectile holder 14 from escaping but allow the soft-projectile 16 to pass freely. Preferably, the stop is located adjacent the barrel exit to maximize the distance over which the soft-projectile 16 is carried in the holder 14 before exiting the barrel.

Once the soft-projectile made from a SAP 16 has been launched, the plunger 12 and plunger seal 24 have been pulled inside the plunger cylinder 19 to the extent possible. In this position, the plunger seal 24 is located just behind the firing position 30. When the user wants to fire another round, the user pulls back on the handle 11. As the plunger 12 is retracted, air seal 22 and soft-projectile holder 14 are drawn behind the magazine or feed hopper 50. Once the air seal 22 and the soft-projectile holder 14 are positioned behind the magazine or feed hopper 50, another soft-projectile made from a SAP 16 can fall into the firing position 30.

Toy guns and weaponry are typically classified into two different categories: 1) devices that can transfer stored energy into the projectile; and 2) devices that are incapable of storing energy independent of the user. The projection device 10 embodied in FIG. 1 is of the latter type. However, the device in FIG. 1 could be easily modified to store energy. For example, a one way valve could be added in combination with a trigger mechanism to prevent air seal 22 and soft-projectile holder 14 from advancing. The plunger 12 could be used to pump additional pressure into the air compression chamber 31 behind air seal 22. The user would then pull the trigger to release the pressure that has built up from multiple pumps of the plunger 12.

FIG. 2 illustrates a cross section of another embodiment of a projection device 10 designed for use with soft-projectiles 16 made from a super absorbent polymer. Projection device 10 of the present embodiment is a projectile launching toy. In the device 10 shown in FIG. 2, The smaller diameter tube 27 is wrapped back around to the back of the projection device 10 and laid on top of the projection device 10 so that tube portions 26 and 28 are continuously connected. In the embodiment in FIG. 2, the volume in front of plunger seal 24 transitions from plunger cylinder 19, which has a comparatively large diameter, to a tube 27, which has a smaller diameter than plunger cylinder 19. The change in the diameter of the air compression chamber 31 from the plunger cylinder 19, which comprises a tube of a relatively larger diameter, to a smaller diameter tube 27 will cause, during use of the device, a rapid increase in the velocity of the air flow in correlation with the conservation of energy and Bernoulli's principle. Consequently, the rapid air flow is forced down the length of the smaller tube 27 until it escapes out the front of the projection device 10. As the air rushes down the smaller diameter tube 27 the soft-projectile holder 14, which fits with an air seal inside the smaller diameter tube 27, is rapidly accelerated with the air, carrying the soft-projectile 16 made from a SAP and launching it out of the projection device 10.

Unlike the embodiment of FIG. 1, the soft-projectile holder 14 is not retained by the spring. In the embodiment of FIG. 2, the soft-projectile holder 14 is slideably contained by the barrel 15, but is not otherwise attached. The soft-projectile holder 14 acts as a free sliding piston that may operate independently of the plunger 12. A stop near the end of the barrel 15 and a stop near tube position 28 retains the soft-projectile holder 14 within a desired operating region of the barrel 15. The stop near the end of the barrel 15 should be designed to retain the soft-projectile holder 14 without interfering with the launching of the soft-projectile 16 made from a SAP.

FIG. 2 illustrates a device 10 having a smaller tube 27 that wraps from a position relatively near the distal or front end 13 of plunger cylinder 19 back to a position relatively near the proximal or back end 17 of plunger cylinder 19 and then extends down the length of the plunger cylinder 19. This is not required and the smaller tube could simply extend straight away from distal end 13. However, by wrapping the tube as

shown in FIG. **2**, the more rigid structure of the plunger cylinder can be used to help stiffen the tube **27**.

The soft-projectile holder **14** is preferably designed to minimize, or even prevent altogether, the contact of the soft-projectile **16** with the barrel **15** as the soft-projectile **16** travels down the barrel **15**. Although soft-projectile holder **14** is not a requirement, minimizing the contact between the soft-projectile **16** and the barrel **15** is preferable. The soft-projectile **16** will tend to retain its shape, especially if the cross-ink density is high. However, if the soft-projectile **16** is nicked, scratched, or damaged by the barrel as it accelerates, it may disintegrate prior to exiting the barrel **15**, especially if the cross-ink density is low. If the soft-projectile **16** disintegrates prior to exiting the barrel **15**, the soft-projectile **16** will not fly accurately or the correct distance. Consequently, the design of the soft-projectile holder **14** should take care to encase enough of the soft-projectile **16** to prevent it from touching the sides of the barrel **15** as it travels. The soft-projectile holder **14** is preferably cup shaped in a form that mates with the exterior surface of the soft-projectiles **16** to be employed with the device. However, the soft-projectile holder **14** may be bucket shaped, crescent shape, or any other shape that helps prevent or suitably minimize the contact between the soft-projectile **16** and the barrel **15**.

In addition to preventing contact between the soft-projectile **16** and the barrel **15** during launch, the soft-projectile holder **14** also helps transfer the energy of the firing mechanism into the motion of the soft-projectile **16**. In addition, if shaped similar to soft-projectile **16**, the soft-projectile holder **14** helps distribute the force generated by the firing mechanism evenly over the soft-projectile **16** and therefore, helps prevent the soft-projectile **16** from breaking during launch. Consequently, a holder **14** that mates more appropriately with the shape of the outside surface of the soft-projectile **16** is preferable. Furthermore, the soft-projectile holder **14** may help center the soft-projectile **16** and keep the soft-projectile **16** centered as it travels down the barrel **15**. To this end, a soft-projectile holder **14** in the shape of a hemisphere may be used with round soft-projectiles **16**. The hemispherically shaped holder **14** may have a diameter slightly larger than the soft-projectile **16** to not only help prevent contact with the interior of the barrel **15**, but also to accommodate variations the diameters of soft-projectiles **16**.

Although the embodiments of FIGS. **1** and **2** illustrate a device **10** using a spring and air pressure, and preferably a combination of a spring and air pressure is used, projection device **10** can use a catapult system, sling shot, bow style or any other type of acceleration system to launch the soft-projectile **16**. As another example, projection device **10** can accelerate the soft-projectile or soft-projectile holder by an accelerating mass, like the hammer of a gun, impacting the soft-projectile or soft-projectile holder. Furthermore, these devices can all be set up to work with stored energy or work with only energy provided by a user without departing from the embodiments of the present patent document.

FIG. **3** illustrates a cross section of a magazine **50** for use with a projectile device **10**, such as the projectile launching toy shown in FIG. **1**. Magazine **50** can be of any shape or size and is intended to contain the soft-projectiles **16** made from a SAP. Magazine **50** can be made of metal, glass, plastic, rubber, or any other suitable material. Preferably magazine **50** is constructed of injected molded plastic. Magazine **50** may be reusable and refillable or designed for a single use and disposable. Magazine **50** can be loaded with already hydrated soft-projectiles **16** made from a SAP. Alternatively, magazine **50** can be loaded with dehydrated soft-projectiles **16** made from a SAP. If dehydrated soft-projectiles are used, water or another aqueous solution is added to the magazine **50** to hydrate the soft-projectiles **16** made from a SAP. Magazine **50** is preferably sealable to prevent water or moisture from the soft-projectiles **16** from leaking out.

Magazine **50** has a first opening **52** designed to mate with a projection device **10**. Preferably the first opening **52** of magazine **50** includes a locking mechanism, such as a trap door, that prevents the first opening from opening when the magazine **50** is not mated to a corresponding projection device **10**. The locking mechanism provides a safety mechanism that prevents foreign objects from being loaded into the magazine **50** and launched by the projection device **10**. The locking mechanism can be a keying system, child safety device, or other locking mechanism that prevents foreign objects from being loaded into the magazine.

The opening on the projection device **10** that mates with the magazine preferably has a corresponding locking mechanism to complement the locking mechanism on the magazine **50**. Consequently, soft-projectiles **16** may only be loaded into the projection device **10** from the magazine **50**. Similar to the locking mechanism that prevents foreign objects being loaded into the magazine **50**, the corresponding locking mechanism on the opening in the projection device prevents foreign objects from being loaded directly into the projection device **10** and then launched.

As shown in FIG. **3**, the magazine **50** may have a second opening **54** for refilling the magazine with soft-projectiles **16** made from a SAP into the magazine. The second opening **54** may be large enough to allow hydrated soft-projectiles **16** to be loaded directly into the magazine. In such a case, the interface between the magazine **50** and the projection device **10** should be designed to prevent foreign objects from being loaded from the magazine **50** into the projection device **10** and subsequently launched.

Alternatively, the second opening **54** may further include a screen **56** designed to prevent passage of objects larger than a particular size. The dehydrated SAP pieces forming the soft-projectiles **16** may typically have a diameter of about 1 millimeter (mm) or less. In such embodiments, the screen **56** can be designed to only allow objects of approximately 1 mm or less in diameter to pass through. The dehydrated soft-projectiles **16** can then be loaded into the magazine **50** and water or another aqueous solution can be added and the soft-projectiles **16** can swell to their appropriate size. The screen **56** is a safety mechanism to make sure foreign objects are not loaded into the magazine **50** and then subsequently launched from the projection device **10**. Although it is recognized that foreign objects of less than 1 mm can be loaded into the magazine, objects of less than 1 mm are much less likely to cause significant damage if subsequently launched by the projection device **10** because of their reduced size and weight.

The dehydrated soft-projectiles **16** may be sold in a kit designed to refill a magazine **50**. In one embodiment, the kit comprises a pre-counted number of dehydrated rounds designed to fill up a particular magazine when hydrated. A magazine **50** preferably holds between 150 and 250 rounds and more preferably holds about 200 soft-projectiles **16**. However, the magazine **50** and the kit that fills the magazine **50**, can hold any number of soft-projectiles. For example, larger clips of approximately 500 to 1000 rounds may be used for machine guns, Gatling guns, or other rapid fire projection devices **10**. In contrast, magazines or clips of 6 to 20 rounds may be used for single shot toys and weaponry.

The kit preferably further includes instructions on how to insert the dehydrated rounds into the magazine **50** and grow the dehydrated rounds inside the magazine **50**. After purchasing a kit, a user would dump the dehydrated rounds into the

magazine and follow the directions to add distilled water or another appropriate aqueous solution to hydrate the rounds and swell them into their appropriate size for launching from a projectile device **10**.

In addition to projection devices designed specifically to launch soft-projectiles **16**, embodiments of the present patent document include adaption devices to adapt existing projectile toys and weaponry to launch soft-projectiles **16**. Adaption devices attach to the firing mechanism of the existing toy or weaponry and allow the transfer of energy from the firing mechanism into kinetic motion of the SAP projectile **16** without damaging the SAP projectile **16**. Preferably, soft-projectile holders **14**, similar to those of FIGS. **1** and **2**, are retrofit to the existing toys and/or weaponry to protect the soft-projectile made from a SAP **16**. However, such holders are not required, and other methods may be used without departing from the scope of the embodiments of the present patent document.

Although the inventions have been described with reference to preferred embodiments and specific examples, it will readily be appreciated by those skilled in the art that many modifications and adaptations of the methods and devices described herein are possible without departure from the spirit and scope of the inventions as claimed hereinafter. Thus, it is to be clearly understood that this description is made only by way of example and not as a limitation on the scope of the inventions as claimed below.

What is claimed is:

1. Ammunition configured for use with a projectile launcher comprising:

a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer.

2. The ammunition of claim **1**, wherein the ammunition is disposed within a feed chamber of the projectile launcher.

3. The ammunition of claim **2**, wherein the feed chamber is in selective communication with a barrel of the projectile launcher.

4. The ammunition of claim **1**, wherein the soft-projectiles are substantially spherical.

5. The ammunition of claim **4**, wherein the soft-projectiles have a diameter of less than about 10 millimeters.

6. The ammunition of claim **4**, wherein the soft-projectiles have a diameter greater than about 4 mm and less than about 9 mm.

7. The ammunition of claim **2**, wherein the super absorbent polymer has a cross linking density sufficient to prevent the soft-projectiles from breaking apart when launched from the projectile launcher.

8. A projectile launcher including the ammunition of claim **1** disposed within a feed chamber of the projectile launcher, and wherein the projectile launcher is adapted to load a soft-projectile from the feed chamber to a firing position.

9. The projectile launcher of claim **8**, wherein the projectile launcher is a toy.

10. The projectile launcher of claim **8**, wherein the projectile launcher is in the shape of a gun.

11. The projectile launcher of claim **8**, wherein the feed chamber is provided within a magazine.

12. The projectile launcher of claim **8**, wherein the soft-projectiles are substantially spherical.

13. The projectile launcher of claim **8**, wherein the super absorbent polymer has a cross linking density sufficient to prevent the soft-projectiles from breaking apart when launched from the projectile launcher.

14. The projectile launcher of claim **8**, wherein the projectile launcher is designed to use air pressure to launch the soft-projectiles.

15. The projectile launcher of claim **8**, further comprising a firing mechanism that stores energy independent of a user.

16. The projectile launcher of claim **8**, further comprising a firing mechanism that is incapable of storing energy independent of a user.

17. The projectile launcher of claim **8**, further comprising a firing mechanism that directly applies a force to a soft-projectile located in the firing position to launch the soft-projectile from the projectile launcher in free flight.

18. The projectile launcher of claim **8**, further comprising a firing mechanism that indirectly applies a force to a soft-projectile located in the firing position to launch the soft-projectile from the projectile launcher in free flight.

19. The projectile launcher of claim **8**, further comprising:

an air compression chamber;

a piston disposed within and axially aligned with the air compression chamber; and

a spring operatively arranged to bias the piston toward a rest position from a cocked position within the air compression chamber.

20. The projectile launcher of claim **19**, further comprising a smaller diameter tube in communication with the air compression chamber, and wherein a biasing force of the spring is sufficient to cause the piston to move from the cocked position to the rest position to force air from the air compression chamber into the smaller diameter tube and cause a soft-projectile located at the firing position to accelerate and be launched from the projectile launcher.

21. The projectile launcher of claim **8**, wherein the absorbency of the super absorbent polymer is sufficiently limited to allow the soft-projectiles to be launched from the projectile launcher without breaking apart.

* * * * *

EXHIBIT 2

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

8255638

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

June 2, 2022

THIS IS TO CERTIFY THAT ANNEXED HERETO IS A TRUE COPY FROM THE RECORDS OF THIS OFFICE OF:

PATENT NUMBER: *8,640,683*
ISSUE DATE: *February 4, 2014*

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

Sylvia Holley
Certifying Officer

US008640683B2

(12) **United States Patent**
Meggs et al.

(10) **Patent No.: US 8,640,683 B2**
(45) **Date of Patent: *Feb. 4, 2014**

(54) **SOFT-PROJECTILE LAUNCHING DEVICE**

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(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

This patent is subject to a terminal disclaimer.

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(22) Filed: **Feb. 6, 2013**

(65) **Prior Publication Data**

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Related U.S. Application Data

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(51) **Int. Cl.**
F41B 11/00 (2013.01)

(52) **U.S. Cl.**
USPC **124/56**; 124/45

(58) **Field of Classification Search**
USPC 124/1, 17, 63, 79, 16, 56, 45, 65
See application file for complete search history.

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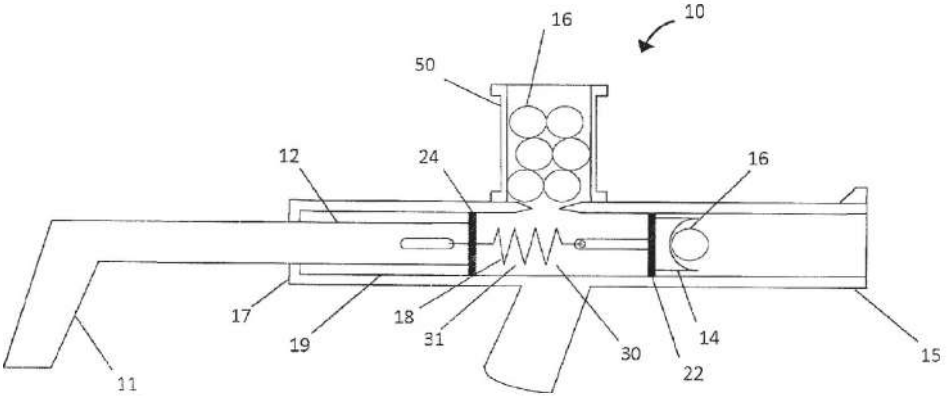
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(74) *Attorney, Agent, or Firm* — Dickstein Shapiro LLP

(57) **ABSTRACT**

A device for projecting a soft-projectile made from a super absorbent polymer, the device comprising a holder designed for containing the soft-projectile made from a super absorbent polymer; and a firing mechanism operatively arranged to accelerate the holder from a firing position.

15 Claims, 3 Drawing Sheets



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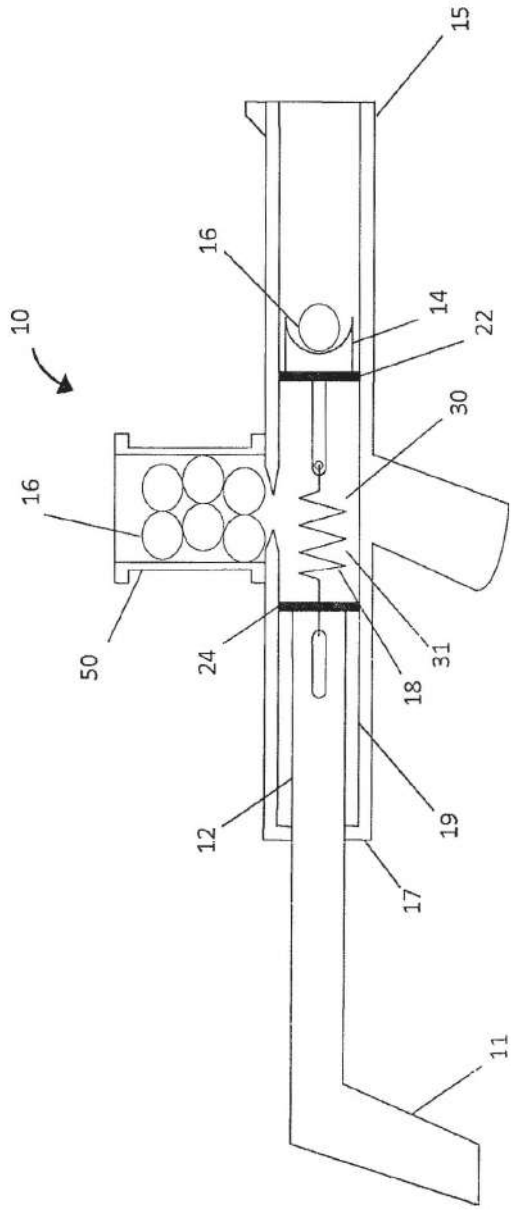


FIG. 1

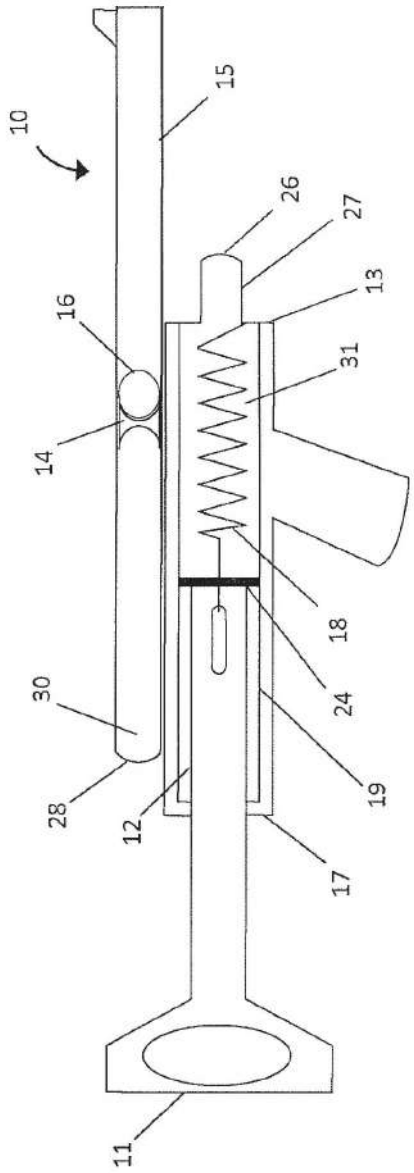


FIG. 2

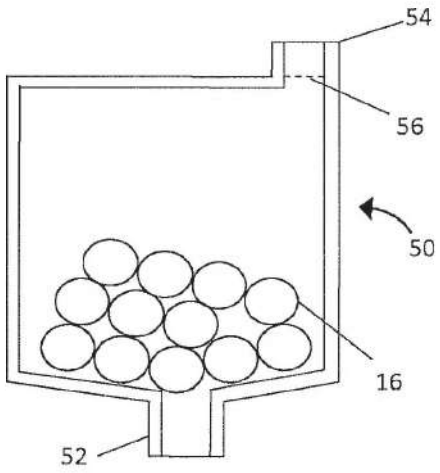


FIG. 3

SOFT-PROJECTILE LAUNCHING DEVICE

CROSS-REFERENCE TO RELATED APPLICATION

This application is a divisional and claims the benefit of U.S. patent application Ser. No. 12/777,134, filed May 10, 2010, which is hereby incorporated by reference.

FIELD

The present patent document relates to soft-projectile launching devices, such as projectile toys. More particularly, the present patent document relates to soft-projectile launching devices that launch super absorbent polymer projectiles and related devices and methods.

BACKGROUND

Children have a variety of different types of projectile launching toys available to them. For example, HASBRO® makes an entire line of NERF® weaponry that fire NERF® projectiles. NERF® is a trademarked term well known in the toy industry and is associated with soft foam-like material. Other than weaponry, NERF® is also commonly associated with sports balls such as footballs, basketballs, and others. Over the years, a large number of NERF® foam-based weaponry products have been developed, including various blasters that launch various types of NERF® projectiles including darts, rockets, and balls.

NERF® foam is a spongy cellular material produced by the reaction of polyester with a diisocyanate. The polyester resin reacts with the diisocyanate while CO_2 is simultaneously released by another reaction. The CO_2 gas creates open pockets within the polyurethane that give the NERF® foam its soft and light properties.

One reason the NERF® foam and other foam based projectile toys have became so popular has been due to the soft and light properties of the foam material. For example, NERF® balls were originally marketed as the "world's first official indoor ball." These same soft and light properties also make NERF® and other foams a great material for projectiles. Projectiles made from NERF® and other similar foams can be formed into balls and darts and fired from toy weaponry with little risk of injury. To this end, HASBRO® and other toy manufacturers have created numerous toy weaponry lines that shoot foam based projectiles including the N-Strike® line of toys.

Although NERF® and other foam like materials can be used to make toy weaponry projectiles that are relatively safe to project or launch, the properties of NERF® and other foam like materials have some significant drawbacks when used as projectiles for projectile launching toys. Because foam based materials such as NERF® foam are light, they are highly susceptible to air forces when trying to project them through the air in free flight as occurs when fired from toy weaponry. The soft, light properties of foam and NERF® type products are due to their low density. The low density of foam based projectiles decreases the momentum of the projectiles, which in turn increases the effect of air resistance, drag, and other motion retarding forces. This causes foam based projectiles to rapidly slow after initial firing and easily curve off line.

There are also small projectile systems for gaming and professional training purposes. These include paint ball guns and airsoft guns, but these systems are for adult use only due to the energy imparted to the projectile and the ability of the projectile to do serious harm.

SUMMARY OF THE INVENTION

One object of the present patent document is to provide an alternative soft-projectile launching system to those presently on the market. To this end, in one embodiment, a projectile launching device is provided that launches projectiles made from super absorbent polymers. The projectile launching device comprises: a holder designed for containing the soft-projectile made from a super absorbent polymer; and a firing mechanism operatively arranged to accelerate the holder from a firing position.

In another embodiment the holder of the soft-projectile launching system is slideably contained by the device. In another embodiment, the holder for a soft-projectile translates between the firing position and a launch point for the soft-projectile. In yet another embodiment the soft-projectile launching system further comprises a barrel having an interior in communication with the firing position wherein the holder for a soft-projectile translates down the barrel such that a soft-projectile launches from the barrel with little or no contact with the interior of the barrel.

In one embodiment, the soft-projectile launching system may have a firing mechanism incapable of storing energy independent of the user. Yet in other embodiments, the launching system may store energy. The soft-projectile launching systems of the present patent document may use air pressure, springs, rubber bands or any other suitable firing mechanism to launch the soft-projectile.

In another aspect of the present patent document, ammunition for a soft-projectile projection device is provided. The ammunition according to one embodiment comprises a plurality of projectiles made from a super absorbent polymer. The projectiles may be contained in a magazine. The projectiles may be hydrated or dehydrated.

In one embodiment, the projectiles have a diameter of less than 10 millimeters when hydrated. In yet another embodiment, the projectiles have a diameter of more than about 4 mm and less than about 9 mm when hydrated.

In another aspect of the present patent document, a magazine for a device for projecting soft-projectiles is provided. The magazine according to one embodiment comprises: a container having an interior volume having at least one opening wherein the container is configured to operatively mate with a device for projecting soft-projectiles and a plurality of projectiles made from a super absorbent polymer contained within the interior volume. The projectiles in the magazine may be hydrated or dehydrated and the magazine may include an inlet opening configured to only allow dehydrated projectiles to pass through into the magazine.

In one embodiment, the magazine further comprises a locking mechanism that prevents an outlet opening from opening unless the magazine is mated with a corresponding projection device.

In yet another aspect, a method of producing soft-projectiles is provided. The method comprises the steps of: placing a plurality of pieces of a super absorbent polymer in a liquid; allowing time for the plurality of pieces of a super absorbent polymer to absorb the liquid; and placing the plurality of pieces of a super absorbent polymer in a magazine.

In yet another aspect, a kit for making a plurality of soft-projectiles from a super absorbent polymer is provided. In one embodiment, the kit comprises: a predetermined quantity of dehydrated projectiles stored in a container, the dehydrated projectiles comprising a super absorbent polymer; instructions for adding the dehydrated projectiles into a interior chamber of a magazine and hydrating the dehydrated projec-

tiles in the interior chamber of the magazine. The container may, for example, comprise a sealed pouch or other low cost, disposable container.

In another embodiment, an adaptation mechanism for a projectile toy comprises: a soft-projectile holder adapted to hold a soft-projectile made from a super absorbent polymer; and an attachment mechanism connected to the soft-projectile holder wherein the attachment mechanism is designed to mate to a firing mechanism of the projectile toy.

The super absorbent polymer projectile launching toys and/or weaponry described herein may increase the user experience as compared to foam-based projectile toys, yet they remain safe for children to use. Further aspects, objects, desirable features, and advantages of the devices and methods disclosed herein will be better understood from the detailed description and drawings that follow in which various embodiments are illustrated by way of example. It is to be expressly understood, however, that the drawings are for the purpose of illustration only and are not intended as a definition of the limits of the claimed invention.

BRIEF DESCRIPTION OF THE DRAWINGS

FIG. **1** illustrates a cross section of one embodiment of a projectile launching toy designed for use with a plurality of projectiles made from a super absorbent polymer.

FIG. **2** illustrates a cross section of one embodiment of a projectile launching toy designed for use with a projectile made from a super absorbent polymer.

FIG. **3** illustrates a cross section of a projectile magazine for use with a projectile launching toy such as that shown in FIG. **1**.

DETAILED DESCRIPTION OF THE PREFERRED EMBODIMENTS

The term "magazine" is used herein to refer to any container that holds super absorbent polymer projectiles for a projectile toy gun or other projectile weaponry. The magazine could be of any shape size or volume and have any number of openings as long as it holds super absorbent polymer projectiles in a useable manner for a corresponding super absorbent polymer projectile launching device.

Super absorbent polymers (SAP's) were first invented by the United States Department of Agriculture (USDA) in the 1960's and are commonly used in personal disposable hygiene products such as diapers, protective underwear, and sanitary napkins SAP's are polymers that can absorb an extremely large amount of liquid relative to their own mass. SAP's absorb aqueous solutions through hydrogen bonding with water molecules.

The present patent document discloses and teaches projectile launching devices, such as toys, amateur guns and weaponry that use projectiles formed from a super absorbent polymer (SAP). As a result, the projectiles launched by the devices of the present patent document are soft-projectiles. Further, once hydrated, the unique properties that SAP's exhibit give the soft-projectiles several advantages over current projectile materials such as paint balls, plastics, and foams. For example, hydrated SAP projectiles can maintain their shape under modest pressure. The ability of SAP projectiles to maintain their shape allows them to be projected with a reasonable force and velocity without breaking apart. However, under excessive pressure, hydrated SAP projectiles will break down and lose their shape. Because SAP projectiles break down under excessive pressure, the force at impact is spread over a much wider surface area, thus reducing the likelihood of injury.

SAP projectiles can also be designed to break down at different pressures based on their composition. This allows them to be tailored to have specific qualities as soft-projectiles. The total absorbency and swelling capacity of a SAP varies depending on the degree of cross-linking within the polymer. The lower the density of the cross-linking the higher the absorbent capacity of the SAP. Thus, low density cross-linked SAP's generally have a higher absorbent capacity and swell to a larger degree than more highly cross-linked SAP's. Low density cross-linked SAP's also have a softer and more cohesive gel formation. High cross-link density polymers exhibit lower absorbent capacity and swell. The gel strength is firmer and can maintain particle shape even under higher pressures.

Consequently, by using a SAP with a higher cross-link density, a soft-projectile can be made to fly farther and faster without breaking apart and have a stronger impact. In contrast, soft-projectiles made from a SAP with a lower cross-link density will break apart more easily and have a much softer impact. Depending on the level of safety required, different SAP's with different cross-link densities may be used. For example, SAP's can be constructed that would be considered "highly compliant" by industry standards.

Soft-projectiles made from a SAP are preferably round but may be of other shapes as well, including, for example, dart shapes, cylinder shapes, bullet shapes, oval, square, rectangular or any other shape. Round is a preferable shape not only because it has fairly good ballistic characteristics but because SAP's are easily formed in round shapes.

Soft-projectiles made from a SAP can be any size. Preferably, however, the soft-projectiles made from a SAP are between about 3 millimeters (mm) and about 15 mm in diameter when hydrated and more preferably between about 5 mm and 8 mm in diameter when hydrated. Typically, the soft-projectiles are about 1 mm or less when the SAP forming the projectile is dehydrated.

Larger soft-projectiles made from a SAP are possible. For example, rounds having a diameter of 30 mm have been created. However, there is approximately a 20% tolerance on the final diameter of the hydrated SAP soft-projectiles and therefore, the larger rounds are more difficult to make consistently uniform in diameter.

The SAP projectiles may be colorless to prevent any staining upon impact. Alternatively, soft-projectiles made from a SAP may also have additives added during the formulation of the SAP or during hydration that will create a temporary or indelible signature upon hitting a target. For example, soft-projectiles made from a SAP may be colored by adding a die to the SAP or the aqueous solution during the hydrating process. Depending on the die employed, the resulting signature may be of any desired color. Further, the employed die compound may be visible under normal lighting conditions or only under a ultra violet black light. Other additives may also be used including those that give the soft-projectiles a tracer effect such as glow-in-the-dark additives or other materials with luminescent properties.

Soft-projectiles made from water absorbing polymers, classified as hydrogels, will absorb aqueous solutions through hydrogen bonding with the water molecule. A SAP's ability to absorb water is a factor of the ionic concentration of an aqueous solution. Consequently, soft-projectiles made from a SAP are preferably grown in water with a PH of 7. More preferably soft-projectiles made from a SAP are grown

in distilled water, where they may absorb 500 times their weight, and from 30-60 times their dehydrated volume.

FIG. **1** illustrates a cross section of one embodiment of a projection device **10**, which in the present embodiment is a projectile launching toy, designed for use with soft-projectile **16**. The soft-projectiles of the present patent document are formed from a super absorbent polymer. As shown in FIG. **1**, projection device **10** is in the general form of a gun. However, in other embodiments, projection device **10** can have shapes and designs of other devices. For example, projection device **10** can be a bow, crossbow, sling shot, hand gun, machine gun, futuristic weapon, catapult, or shaped as any other type of weaponry. Projection device **10** can be made of a number of suitable materials including metals, rubbers and plastics; however, injection molded plastic is a preferred construction material.

Projection device **10** has a firing position **30**. The firing position **30** is where the soft-projectile **16** is positioned just prior to being fired or launched from the projection device **10**. The firing mechanism of the embodiment shown in FIG. **1** is based on air pressure, which is created in air compression chamber **31**. However, the firing mechanism of the projection device **10** may be based on any of the known ways of firing or launching projectiles or ammunition from a projection device. For example, springs or rubber bands can be stretched and released to launch the projectile from the projection device **10**. These springs or rubber bands may further use a mechanical advantage to increase the velocity of the projectile as it is launched. As an example, compounds bows use a system of levers or pulleys to make the transfer of energy from the spring of the bow to the projectile more efficient. In addition to springs and rubber bands, air pressure can be used, as in the embodiment illustrated in FIG. **1**. Air pressure can be created in a number of ways including, for example, from a plunger operated by the user, from a cartridge containing compressed gas (such as the CO_2 cartridges used with paint ball guns), from air that has been pumped into an internal chamber and then released, or from an explosion in a chamber.

In addition, various techniques of launching a projectile may also be combined. For example, the embodiment shown in FIG. **1** uses the combination of a spring and air pressure. The components of FIG. **1** will now be further described with respect to the use of projection device **10** to launch a soft-projectile made from a SAP **16**.

To begin the process of firing a soft-projectile **16** made from a SAP with the device shown in FIG. **1**, a user pulls back on the handle **11** which retracts the plunger **12** out of the aft end **17** of a plunger cylinder **19**. The plunger **12** is attached to spring **18**. As the spring **18** is stretched, air is sucked into an air compression chamber **31** located between plunger seal **24** and air seal **22**. Air seal **22** abuts against a stop (not shown) just behind the firing position **30** to prevent air seal **22** from following the plunger **12** past a certain point as it is drawn back. Consequently, the spring **18** is stretched. When the user releases the handle **12**, the spring **18** quickly pulls the plunger **12** back inside the plunger cylinder **19**. This creates a rapid increase in air pressure in the air compression chamber **31** between plunger seal **24** and air seal **22**. Consequently, air seal **22** is propelled rapidly through barrel **15** towards the distal end of barrel **15** and simultaneously accelerates the holder for a soft-projectile **14** and the soft-projectile **16**. The soft-projectile **16** is launched from the projection device **10** on a free trajectory and the air seal **22** and soft-projectile holder **14** are retained within the barrel **15** of projection device **10**.

In the embodiment of the projection device **10** shown in FIG. **1**, the air seal **22** and the soft-projectile holder **14** are retained via their connection to the spring **18**. However, the soft-projectile holder **14** and air seal **22** may be retained by other means. For example, a stop (not shown) may be installed inside of barrel **15** to prevent air seal **22** or soft-projectile holder **14** from escaping but allow the soft-projectile **16** to pass freely. Preferably, the stop is located adjacent the barrel exit to maximize the distance over which the soft-projectile **16** is carried in the holder **14** before exiting the barrel.

Once the soft-projectile made from a SAP **16** has been launched, the plunger **12** and plunger seal **24** have been pulled inside the plunger cylinder **19** to the extent possible. In this position, the plunger seal **24** is located just behind the firing position **30**. When the user wants to fire another round, the user pulls back on the handle **11**. As the plunger **12** is retracted, air seal **22** and soft-projectile holder **14** are drawn behind the magazine or feed hopper **50**. Once the air seal **22** and the soft-projectile holder **14** are positioned behind the magazine or feed hopper **50**, another soft-projectile made from a SAP **16** can fall into the firing position **30**.

Toy guns and weaponry are typically classified into two different categories: 1) devices that can transfer stored energy into the projectile; and 2) devices that are incapable of storing energy independent of the user. The projection device **10** embodied in FIG. **1** is of the latter type. However, the device in FIG. **1** could be easily modified to store energy. For example, a one way valve could be added in combination with a trigger mechanism to prevent air seal **22** and soft-projectile holder **14** from advancing. The plunger **12** could be used to pump additional pressure into the air compression chamber **31** behind air seal **22**. The user would then pull the trigger to release the pressure that has built up from multiple pumps of the plunger **12**.

FIG. **2** illustrates a cross section of another embodiment of a projection device **10** designed for use with soft-projectiles **16** made from a super absorbent polymer. Projection device **10** of the present embodiment is a projectile launching toy. In the device **10** shown in FIG. **2**, The smaller diameter tube **27** is wrapped back around to the back of the projection device **10** and laid on top of the projection device **10** so that tube portions **26** and **28** are continuously connected. In the embodiment in FIG. **2**, the volume in front of plunger seal **24** transitions from plunger cylinder **19**, which has a comparatively large diameter, to a tube **27**, which has a smaller diameter than plunger cylinder **19**. The change in the diameter of the air compression chamber **31** from the plunger cylinder **19**, which comprises a tube of a relatively larger diameter, to a smaller diameter tube **27** will cause, during use of the device, a rapid increase in the velocity of the air flow in correlation with the conservation of energy and Bernoulli's principle. Consequently, the rapid air flow is forced down the length of the smaller tube **27** until it escapes out the front of the projection device **10**. As the air rushes down the smaller diameter tube **27** the soft-projectile holder **14**, which fits with an air seal inside the smaller diameter tube **27**, is rapidly accelerated with the air, carrying the soft-projectile **16** made from a SAP and launching it out of the projection device **10**.

Unlike the embodiment of FIG. **1**, the soft-projectile holder **14** is not retained by the spring. In the embodiment of FIG. **2**, the soft-projectile holder **14** is slideably contained by the barrel **15**, but is not otherwise attached. The soft-projectile holder **14** acts as a free sliding piston that may operate independently of the plunger **12**. A stop near the end of the barrel **15** and a stop near tube position **28** retains the soft-projectile holder **14** within a desired operating region of the barrel **15**.

The stop near the end of the barrel **15** should be designed to retain the soft-projectile holder **14** without interfering with the launching of the soft-projectile **16** made from a SAP.

FIG. **2** illustrates a device **10** having a smaller tube **27** that wraps from a position relatively near the distal or front end **13** of plunger cylinder **19** back to a position relatively near the proximal or back end **17** of plunger cylinder **19** and then extends down the length of the plunger cylinder **19**. This is not required and the smaller tube could simply extend straight away from distal end **13**. However, by wrapping the tube as shown in FIG. **2**, the more rigid structure of the plunger cylinder can be used to help stiffen the tube **27**.

The soft-projectile holder **14** is preferably designed to minimize, or even prevent altogether, the contact of the soft-projectile **16** with the barrel **15** as the soft-projectile **16** travels down the barrel **15**. Although soft-projectile holder **14** is not a requirement, minimizing the contact between the soft-projectile **16** and the barrel **15** is preferable. The soft-projectile **16** will tend to retain its shape, especially if the cross-link density is high. However, if the soft-projectile **16** is nicked, scratched, or damaged by the barrel as it accelerates, it may disintegrate prior to exiting the barrel **15**, especially if the cross-link density is low. If the soft-projectile **16** disintegrates prior to exiting the barrel **15**, the soft-projectile **16** will not fly accurately or the correct distance. Consequently, the design of the soft-projectile holder **14** should take care to encase enough of the soft-projectile **16** to prevent it from touching the sides of the barrel **15** as it travels. The soft-projectile holder **14** is preferably cup shaped in a form that mates with the exterior surface of the soft-projectiles **16** to be employed with the device. However, the soft-projectile holder **14** may be bucket shaped, crescent shape, or any other shape that helps prevent or suitably minimize the contact between the soft-projectile **16** and the barrel **15**.

In addition to preventing contact between the soft-projectile **16** and the barrel **15** during launch, the soft-projectile holder **14** also helps transfer the energy of the firing mechanism into the motion of the soft-projectile **16**. In addition, if shaped similar to soft-projectile **16**, the soft-projectile holder **14** helps distribute the force generated by the firing mechanism evenly over the soft-projectile **16** and therefore, helps prevent the soft-projectile **16** from breaking during launch. Consequently, a holder **14** that mates more appropriately with the shape of the outside surface of the soft-projectile **16** is preferable. Furthermore, the soft-projectile holder **14** may help center the soft-projectile **16** and keep the soft-projectile **16** centered as it travels down the barrel **15**. To this end, a soft-projectile holder **14** in the shape of a hemisphere may be used with round soft-projectiles **16**. The hemispherically shaped holder **14** may have a diameter slightly larger than the soft-projectile **16** to not only help prevent contact with the interior of the barrel **15**, but also to accommodate variations the diameters of soft-projectiles **16**.

Although the embodiments of FIGS. **1** and **2** illustrate a device **10** using a spring and air pressure, and preferably a combination of a spring and air pressure is used, projection device **10** can use a catapult system, sling shot, bow style or any other type of acceleration system to launch the soft-projectile **16**. As another example, projection device **10** can accelerate the soft-projectile or soft-projectile holder by an accelerating mass, like the hammer of a gun, impacting the soft-projectile or soft-projectile holder. Furthermore, these devices can all be set up to work with stored energy or work with only energy provided by a user without departing from the embodiments of the present patent document.

FIG. **3** illustrates a cross section of a magazine **50** for use with a projectile device **10**, such as the projectile launching toy shown in FIG. **1**. Magazine **50** can be of any shape or size and is intended to contain the soft-projectiles **16** made from a SAP. Magazine **50** can be made of metal, glass, plastic, rubber, or any other suitable material. Preferably magazine **50** is constructed of injected molded plastic. Magazine **50** may be reusable and refillable or designed for a single use and disposable. Magazine **50** can be loaded with already hydrated soft-projectiles **16** made from a SAP. Alternatively, magazine **50** can be loaded with dehydrated soft-projectiles **16** made from a SAP. If dehydrated soft-projectiles are used, water or another aqueous solution is added to the magazine **50** to hydrate the soft-projectiles **16** made from a SAP. Magazine **50** is preferably sealable to prevent water or moisture from the soft-projectiles **16** from leaking out.

Magazine **50** has a first opening **52** designed to mate with a projection device **10**. Preferably the first opening **52** of magazine **50** includes a locking mechanism, such as a trap door, that prevents the first opening from opening when the magazine **50** is not mated to a corresponding projection device **10**. The locking mechanism provides a safety mechanism that prevents foreign objects from being loaded into the magazine **50** and launched by the projection device **10**. The locking mechanism can be a keying system, child safety device, or other locking mechanism that prevents foreign objects from being loaded into the magazine.

The opening on the projection device **10** that mates with the magazine preferably has a corresponding locking mechanism to complement the locking mechanism on the magazine **50**. Consequently, soft-projectiles **16** may only be loaded into the projection device **10** from the magazine **50**. Similar to the locking mechanism that prevents foreign objects being loaded into the magazine **50**, the corresponding locking mechanism on the opening in the projection device prevents foreign objects from being loaded directly into the projection device **10** and then launched.

As shown in FIG. **3**, the magazine **50** may have a second opening **54** for refilling the magazine with soft-projectiles **16** made from a SAP into the magazine. The second opening **54** may be large enough to allow hydrated soft-projectiles **16** to be loaded directly into the magazine. In such a case, the interface between the magazine **50** and the projection device **10** should be designed to prevent foreign objects from being loaded from the magazine **50** into the projection device **10** and subsequently launched.

Alternatively, the second opening **54** may further include a screen **56** designed to prevent passage of objects larger than a particular size. The dehydrated SAP pieces forming the soft-projectiles **16** may typically have a diameter of about 1 millimeter (mm) or less. In such embodiments, the screen **56** can be designed to only allow objects of approximately 1 mm or less in diameter to pass through. The dehydrated soft-projectiles **16** can then be loaded into the magazine **50** and water or another aqueous solution can be added and the soft-projectiles **16** can swell to their appropriate size. The screen **56** is a safety mechanism to make sure foreign objects are not loaded into the magazine **50** and then subsequently launched from the projection device **10**. Although it is recognized that foreign objects of less than 1 mm can be loaded into the magazine, objects of less than 1 mm are much less likely to cause significant damage if subsequently launched by the projection device **10** because of their reduced size and weight.

The dehydrated soft-projectiles **16** may be sold in a kit designed to refill a magazine **50**. In one embodiment, the kit comprises a pre-counted number of dehydrated rounds designed to fill up a particular magazine when hydrated. A magazine **50** preferably holds between 150 and 250 rounds and more preferably holds about 200 soft-projectiles **16**.

However, the magazine **50** and the kit that fills the magazine **50**, can hold any number of soft-projectiles. For example, larger clips of approximately 500 to 1000 rounds may be used for machine guns, Gatling guns, or other rapid fire projection devices **10**. In contrast, magazines or clips of 6 to 20 rounds may be used for single shot toys and weaponry.

The kit preferably further includes instructions on how to insert the dehydrated rounds into the magazine **50** and grow the dehydrated rounds inside the magazine **50**. After purchasing a kit, a user would dump the dehydrated rounds into the magazine and follow the directions to add distilled water or another appropriate aqueous solution to hydrate the rounds and swell them into their appropriate size for launching from a projectile device **10**.

In addition to projection devices designed specifically to launch soft-projectiles **16**, embodiments of the present patent document include adaption devices to adapt existing projectile toys and weaponry to launch soft-projectiles **16**. Adaption devices attach to the firing mechanism of the existing toy or weaponry and allow the transfer of energy from the firing mechanism into kinetic motion of the SAP projectile **16** without damaging the SAP projectile **16**. Preferably, soft-projectile holders **14**, similar to those of FIGS. **1** and **2**, are retrofit to the existing toys and/or weaponry to protect the soft-projectile made from a SAP **16**. However, such holders are not required, and other methods may be used without departing from the scope of the embodiments of the present patent document.

Although the inventions have been described with reference to preferred embodiments and specific examples, it will readily be appreciated by those skilled in the art that many modifications and adaptations of the methods and devices described herein are possible without departure from the spirit and scope of the inventions as claimed hereinafter. Thus, it is to be clearly understood that this description is made only by way of example and not as a limitation on the scope of the inventions as claimed below.

What is claimed is:

1. A projectile launching system, comprising: ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer; and a projectile launcher for launching the ammunition in free flight.

2. The system of claim **1**, further comprising a sealed container for storage of the ammunition.

3. The system of claim **1**, wherein the projectile launcher is a toy.

4. The system of claim **1**, wherein the projectile launcher is in the shape of a gun.

5. The system of claim **1**, wherein the projectile launcher includes a feed chamber for loading the soft-projectiles within projectile launcher.

6. The system of claim **5**, wherein the feed chamber is provided within a magazine.

7. The system of claim **5**, wherein the projectile launcher is adapted to load the soft-projectiles

8. The system of claim **7**, wherein the projectile launcher further comprises:

an air compression chamber;

a piston disposed within and axially aligned with the air compression chamber; and

a spring operatively arranged to bias the piston toward a rest position from a cocked position within the air compression chamber.

9. The projectile system of claim **8**, wherein the projectile launcher further comprises a smaller diameter tube in communication with the air compression chamber, and wherein a biasing force of the spring is sufficient to cause the piston to move from the cocked position to the rest position to force air from the air compression chamber into the smaller diameter tube and cause a soft-projectile located at the firing position to accelerate and be launched from the projectile launcher. from the feed chamber to a firing position of the projectile launcher.

10. The system of claim **1**, wherein the super absorbent polymer has a cross linking density sufficient to prevent the soft-projectiles from breaking apart when launched from the projectile launcher.

11. The system of claim **1**, wherein the projectile launcher is designed to use air pressure to launch the soft-projectiles.

12. The system of claim **1**, wherein the projectile launcher comprises a firing mechanism that stores energy independent of a user.

13. The system of claim **1**, wherein the projectile launcher comprises a firing mechanism that is incapable of storing energy independent of a user.

14. The system of claim **1**, wherein the projectile launcher comprises a firing mechanism that directly applies a force to the ammunition.

15. The system of claim **1**, wherein the projectile launcher comprises a firing mechanism that indirectly applies a force to the ammunition.

* * * * *

EXHIBIT 3C

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

8255638

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

June 7, 2022

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May 6, 2011

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Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

Pam Grant
Certifying Officer

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Keith G. Meggs	04/29/2011

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PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12777134

OP $40.00 12777134

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Total Attachments: 2
source=H6845_1001_US_MeggsAssignment#page1.tif
source=H6845_1001_US_MeggsAssignment#page2.tif

ASSIGNMENT OF PATENT APPLICATION

WHEREAS, I, **Keith G. Meggs**, a citizen of the UNITED STATES currently residing at 6023 Scotmist Drive, Rancho Palos Verdes, California 90275 (hereinafter referred to as "ASSIGNOR"), together with **Ronald Brawer, Michael G. Hoeting and Neil R. Hamilton,** have co-invented a certain invention entitled **SOFT-PROJECTILE LAUNCHING DEVICE** for which application for Letters Patent of the United States of America has been filed on **May 10, 2010**, and assigned Serial No. **12/777,134**; and

WHEREAS, **Hobbeezone, Inc.**, a corporation organized and existing under and by virtue of the laws of the **State of California** and having its principal place of business at **752 14th Street, Manhattan Beach, California, 90266**, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire right, title and interest of ASSIGNOR in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and set over unto said ASSIGNEE, its successors and assigns, ASSIGNOR's entire right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto, to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents or any legal equivalent thereof, to issue

said Letters Patent or any legal equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

WITNESS my hand at Los Angeles, California, this 29 day of April, 2011.

Keith G. Meggs

State of California)
County of Los Angeles)

On April 29, 2011 before me Consuelo Lezcano, Notary Public, personally appeared Keith G. Meggs, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CONSUELO LEZCANO
Commission # 1837779
Notary Public - California
Los Angeles County
My Comm. Expires Feb 22, 2013

EXHIBIT 3D

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____



8255638

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

June 3, 2022

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON

May 6, 2011

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

Sylvia Holley
Certifying Officer

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Ronald Brawer	12/19/2010

RECEIVING PARTY DATA

Name:	Hobbeezone, Inc.
Street Address:	752 14th Street
City:	Manhattan Beach
State/Country:	CALIFORNIA
Postal Code:	90266

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12777134

OP $40.00 12777134

CORRESPONDENCE DATA

Fax Number: (310)772-8301
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 310-772-8327
Email: ipdocketing-la@dicksteinshapiro.com
Correspondent Name: Dickstein Shapiro LLP
Address Line 1: 2049 Century Park East
Address Line 2: Suite 700
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	H6845.1001-US
NAME OF SUBMITTER:	Rosa Bugarin

Total Attachments: 2
source=H6845_1001_US_BrawerAssignment#page1.tif
source=H6845_1001_US_BrawerAssignment#page2.tif

ASSIGNMENT OF PATENT APPLICATION

WHEREAS, I, **Ronald Brawer**, a citizen of the UNITED STATES currently residing at 752 14th Street, Manhattan Beach, California 90266 (hereinafter referred to as "ASSIGNOR"), together with **Keith G. Meggs, Michael G. Hoeting and Neil R. Hamilton,** have co-invented a certain invention entitled **SOFT-PROJECTILE LAUNCHING DEVICE** for which application for Letters Patent of the United States of America has been filed on **May 10, 2010**, and assigned Serial No. **12/777,134**; and

WHEREAS, **Hobbeezone, Inc.**, a corporation organized and existing under and by virtue of the laws of the **State of California** and having its principal place of business at **752 14th Street, Manhattan Beach, California, 90266**, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire right, title and interest of ASSIGNOR in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and set over unto said ASSIGNEE, its successors and assigns, ASSIGNOR's entire right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto, to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents or any legal equivalent thereof, to issue

said Letters Patent or any legal equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

WITNESS my hand at Manhattan Beach, California, this 19th day of December, 2010.

Ronald Brawer

Ronald Brawer

On April 29, 2011 before me Consuelo Lezcano, Notary Public, personally appeared Ronald Brawer, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CONSUELO LEZCANO
Commission # 1837779
Notary Public - California
Los Angeles County
My Comm. Expires Feb 22, 2013

EXHIBIT 3E

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

8255639



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

June 7, 2022

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON

October 12, 2012

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

P. R. Grant

Pam Grant
Certifying Officer

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/06/2011

CONVEYING PARTY DATA

Name	Execution Date
Hobbeezone, Inc.	07/06/2011

RECEIVING PARTY DATA

Name:	The Maya Group, Inc.
Street Address:	7312 Murdy Circle
City:	Huntington Beach
State/Country:	CALIFORNIA
Postal Code:	92647

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12777134

CORRESPONDENCE DATA

Fax Number: 3107728301
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 310-772-8300
Email: ipdocketing-la@dicksteinshapiro.com
Correspondent Name: Dickstein Shapiro LLP
Address Line 1: 2049 Century Park East
Address Line 2: Suite 700
Address Line 4: Los Angeles, CALIFORNIA 90067

OP $40.00 12777134

ATTORNEY DOCKET NUMBER:	H6845.1001-US
NAME OF SUBMITTER:	Rosa Bugarin

Total Attachments: 6
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A0721423
ENDORSED - FILED
in the office of the Secretary of State
of the State of California

NOV 02 2011

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (this "Agreement"), dated as of July 1, 2011, is entered into by and between The Maya Group, Inc., a California corporation ("Surviving Company") and Hobbeczone, Inc., a California corporation ("Disappearing Company"). Surviving Company and Disappearing Company are hereinafter collectively referred to as the "Constituent Corporations."

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the Constituent Corporations agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. Upon and subject to the terms and conditions of this Agreement and the applicable provisions of the California Corporations Code ("California Law"), Disappearing Company shall be merged with and into Surviving Company, the separate corporate existence of Disappearing Company shall cease and Surviving Company shall continue as the surviving corporation of the Merger.

1.2 Effective Time. The parties shall cause the Merger to be consummated by filing this Agreement, together with the required officers' certificates, with the Office of the Secretary of State of the State of California in accordance with the relevant provisions of Section 1103 of the California Law (the "Articles of Merger") (the time of filing of the Articles of Merger being the "Effective Time").

1.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement and the applicable provisions of California Law. At the Effective Time, all the property, rights, privileges, powers and franchises of Disappearing Company shall vest in the Surviving Company, and all debts, liabilities and duties of Disappearing Company shall become the debts, liabilities and duties of the Surviving Company.

1.4 Articles of Incorporation. At the Effective Time, the Articles of Incorporation of Surviving Company, as in effect immediately prior to the Effective Time, will be and remain the Articles of Incorporation of the Surviving Company after the Effective Time until amended as provided by law.

1.5 Conversion of Disappearing Company Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any shares of capital stock of Disappearing Company, each share of capital stock of the Disappearing Company issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, automatically be canceled and converted into the right to receive one (1) share of common stock of the Surviving Company.

1.6 Capital Stock of Surviving Company. Each share of Surviving Company common stock that is issued and outstanding immediately prior to the Effective Time shall be unaffected by the Merger.

ARTICLE II

GENERAL PROVISIONS

2.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed entirely within California, without regard to the California conflicts of law principles.

2.2. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by facsimile, PDF electronic delivery or otherwise) to the other party, it being understood that all parties need not sign the same counterpart.

[Remainder of page intentionally left blank]

PATENT
REEL: 029120 FRAME: 0723

IN WITNESS WHEREOF, Surviving Company and Disappearing Company have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

THE MAYA GROUP, INC.

By: _____
Name: Tali Ben-Ezer
Title: President and Chief Executive Officer

By: _____
Name: Oded Ben-Ezer
Title: Secretary

HOBBEEZONE, INC.

By: _____
Name: Ronald Brawer
Title: President and Chief Executive Officer

By: _____
Name: Sharon Anne Cohen
Title: Secretary

PATENT
REEL: 029120 FRAME: 0724

THE MAYA GROUP, INC.

OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

The undersigned, Tali Ben-Ezer and Oded Ben-Ezer, and each of them, do hereby certify that:

1. They are the President and Secretary, respectively, of The Maya Group, Inc. a corporation organized under the laws of the State of California (the "Corporation").

2. The principal terms of the Agreement of Merger (the "Agreement") by and between the Corporation and Hobbeezone, Inc., a corporation organized under the laws of the State of California ("Disappearing Company"), in the form attached hereto, was duly approved by the Board of Directors of the Corporation. Pursuant to the Agreement, among other things, Disappearing Company will merge with and into the Corporation with the Corporation as the surviving corporation (the "Merger").

3. The Corporation has one authorized class of shares designated common stock ("Common Stock"). The total number of outstanding shares of Common Stock of the Corporation entitled to vote on the Merger was 1,000 shares.

4. The principal terms of the Agreement were approved by the sole shareholder of the Corporation by the vote of a number of the shares of Common Stock of the Corporation which equaled or exceeded the vote required. The percentage vote required to approve the principal terms of the Agreement for the capital stock of the Corporation was a majority of the then outstanding shares of Common Stock.

The undersigned declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of their own knowledge. Executed at Los Angeles, California, on July 6, 2011.

Name: Tali Ben-Ezer
Title: President and Chief Executive Officer

Name: Oded Ben-Ezer
Title: Secretary

23298078.DOC

HOBBEEZONE, INC.

OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

The undersigned, Ronald Brawer and Sharon Anne Cohen, and each of them, do hereby certify that:

1. They are the President and Secretary, respectively, of Hobbeezone, Inc. a corporation organized under the laws of the State of California (the "Disappearing Corporation").

2. The principal terms of the Agreement of Merger (the "Agreement") by and between the Disappearing Company and The Maya Group, Inc., a corporation organized under the laws of the State of California ("Surviving Company"), in the form attached hereto, was duly approved by the Board of Directors of the Disappearing Company. Pursuant to the Agreement, among other things, Disappearing Company will merge with and into the Surviving Company with the Surviving Company as the surviving corporation (the "Merger").

3. The Disappearing Company has one authorized class of shares designated common stock ("Common Stock"). The total number of outstanding shares of Common Stock of the Disappearing Company entitled to vote on the Merger was 1,000 shares.

4. The principal terms of the Agreement were approved by the shareholders of the Disappearing Company by the vote of a number of the shares of Common Stock of the Disappearing Company which equaled or exceeded the vote required. The percentage vote required to approve the principal terms of the Agreement for the capital stock of the Disappearing Company was a majority of the then outstanding shares of Common Stock.

The undersigned declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of their own knowledge. Executed at Los Angeles, California, on July 6, 2011.

Name: Ronald Brawer
Title: President and Chief Executive Officer

Name: Sharon Anne Cohen
Title: Secretary

23298078.DOC

I hereby certify that the foregoing transcript of ____ page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

NOV 09 2011

Date: _____

DEBRA BOWEN, Secretary of State

EXHIBIT 3F

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

8255638

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

June 7, 2022

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON

February 18, 2014

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

P. R. Grant

Pam Grant
Certifying Officer

02/18/2014

Form PTO-1595 (Rev. 03-11)
OMB No. 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

Assignment Recordation Branch Received FEB 18 2014 5th Floor Public Records Division

103666123

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

The Maya Group, Inc.
19823 Hamilton Avenue
Torrance, CA 90502

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: East West Bank
Internal Address:
Street Address: 9300 Flair Drive, 6th Floor
City: El Monte
State: CA
Country: USA Zip: 91731

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) January 30, 2014

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

4. Application or patent number(s): ☐ This document is being filed together with a new application.

A. Patent Application No.(s)	B. Patent No.(s)
12-777134	8-371-282
12-973897	8-596-255
12-928871	20120152221

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: East West Bank
Internal Address: Loan Documentation
Loan # 30011267
Street Address: 9300 Flair Drive, 6th Floor
City: El Monte
State: CA Zip: 91731
Phone Number: 626-371-8665
Docket Number:
Email Address: flor.rodriguez@eastwestbank.com

6. Total number of applications and patents involved:

7. Total fee (37 CFR 1.21(h) & 3.41) $120.00

☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number
Authorized User Name
02/18/2014 VNGUYEN1 00000046 12777134
01 FC:8021 120.00 OP

9. Signature: Flor Rodriguez 2-13-2014

Signature Date

Flor Rodriguez
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

COMMERCIAL SECURITY AGREEMENT

Borrower:	The Maya Group, Inc. The Maya Group HK Limited 19823 Hamilton Avenue Torrance, CA 90502	**Lender:**	East West Bank Loan Servicing Department 9300 Flair Drive, 6th Floor El Monte, CA 91731
Grantor:	The Maya Group, Inc. 19823 Hamilton Avenue Torrance, CA 90502		

THIS COMMERCIAL SECURITY AGREEMENT dated January 30, 2014, is made and executed among The Maya Group, Inc. ("Grantor"); The Maya Group, Inc.; and The Maya Group HK Limited ("Borrower"); and East West Bank ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

All Inventory, Chattel Paper, Deposit Accounts, Accounts, Equipment and General Intangibles

All Trademarks including but not limited to the followings:

1) United States Serial #86-169-127 with a filing date of 1-17-2014.
2) United States Serial #86-167-926 with a filing date of 1-16-2014.
3) United States Serial #86-126-439 with a filing date of 11-22-2013.
4) United States Serial #86-126-433 with a filing date of 11-22-2013.
5) United States Serial #86-126-425 with a filing date of 11-22-2013.
6) United States Serial #86-126-417 with a filing date of 11-22-2013.
7) United States Serial #85-890-494 with a filing date of 3-29-2013.
8) United States Serial #85-925-233 with a filing date of 5-7-2013

All Patents including but not limited to the following:

1) Patent No. 8-371-282, Application No. 12-777134 for Soft-Projectile Launching Device
2) Patent No. 8-596-255, Application No. 12-973897 for Super Absorbent Polymer Projectile Launching Device
3) Publication No. 20120152221, Application No. 12-928871 for Soft-Projectile magazine refill apparatus and methods

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

(A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.

(B) All products and produce of any of the property described in this Collateral section.

(C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.

(D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

(E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Except as otherwise required under this Agreement or by applicable law, (A) Borrower agrees that Lender need not tell Borrower about any action or inaction Lender takes in connection with this Agreement; (B) Borrower assumes the responsibility for being and keeping informed about the Collateral; and (C) Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Collateral or any delay by Lender in realizing upon the Collateral; and Borrower agrees to remain liable under the Note no matter what action Lender takes or fails to take under this Agreement.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (A) this Agreement is executed at Borrower's request and not at the request of Lender; (B) Grantor has the full right, power and authority to enter into this Agreement and to pledge the Collateral to Lender; (C) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (D) Lender has made no representation to Grantor about Borrower or Borrower's creditworthiness.

GRANTOR'S WAIVERS. Except as prohibited by applicable law, Grantor waives any right to require Lender to (A) make any presentment, protest, demand, or notice of any kind, including notice of change of any terms of repayment of the Indebtedness, default by Borrower or any other guarantor or surety, any action or nonaction taken by Borrower, Lender, or any other guarantor or surety of Borrower, or the creation of new or additional Indebtedness; (B) proceed against any person, including Borrower, before proceeding against Grantor; (C) proceed against any collateral for the Indebtedness, including Borrower's collateral, before proceeding against Grantor; (D) apply any payments or proceeds received against the Indebtedness in any order; (E) give notice of the terms, time, and place of any sale of any collateral pursuant to the

Uniform Commercial Code or any other law governing such sale; (F) disclose any information about the Indebtedness, the Borrower, any collateral, or any other guarantor or surety, or about any action or nonaction of Lender; or (G) pursue any remedy or course of action in Lender's power whatsoever.

Grantor also waives any and all rights or defenses arising by reason of (A) any disability or other defense of Borrower, any other guarantor or surety or any other person; (B) the cessation from any cause whatsoever, other than payment in full, of the Indebtedness; (C) the application of proceeds of the Indebtedness by Borrower for purposes other than the purposes understood and intended by Grantor and Lender; (D) any act of omission or commission by Lender which directly or indirectly results in or contributes to the discharge of Borrower or any other guarantor or surety, or the Indebtedness, or the loss or release of any collateral by operation of law or otherwise; (E) any statute of limitations in any action under this Agreement or on the Indebtedness; or (F) any modification or change in terms of the Indebtedness, whatsoever, including without limitation, the renewal, extension, acceleration, or other change in the time payment of the Indebtedness is due and any change in the interest rate.

Grantor waives all rights and defenses arising out of an election of remedies by Lender even though that election of remedies, such as a non-judicial foreclosure with respect to security for a guaranteed obligation, has destroyed Grantor's rights of subrogation and reimbursement against Borrower by operation of Section 580d of the California Code of Civil Procedure or otherwise.

Grantor waives all rights and defenses that Grantor may have because Borrower's obligation is secured by real property. This means among other things: (1) Lender may collect from Grantor without first foreclosing on any real property collateral pledged by Borrower ; and (2) If Lender forecloses on any real property collateral pledged by the Borrower : (A) The amount of the Borrower's obligation may be reduced only by the price for which the collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price; (B) The Lender may collect from the Grantor even if the Lender, by foreclosing on the real property collateral, has destroyed any right the Grantor may have to collect from the borrower. This is an unconditional and irrevocable waiver of any rights and defenses the Grantor may have because the Borrower's obligation is secured by real property. These rights and defenses include, but are not limited to, any rights and defenses based upon Sections 580a, 580b, 580d, or 726 of the Code of Civil Procedure.

Grantor understands and agrees that the foregoing waivers are unconditional and irrevocable waivers of substantive rights and defenses to which Grantor might otherwise be entitled under state and federal law. The rights and defenses waived include, without limitation, those provided by California laws of suretyship and guaranty, anti-deficiency laws, and the Uniform Commercial Code. Grantor further understands and agrees that this Agreement is a separate and independent contract between Grantor and Lender, given for full and ample consideration, and is enforceable on its own terms. Grantor acknowledges that Grantor has provided these waivers of rights and defenses with the intention that they be fully relied upon by Lender. Until all Indebtedness is paid in full, Grantor waives any right to enforce any remedy Grantor may have against Borrower or any other guarantor, surety, or other person, and further, Grantor waives any right to participate in any collateral for the Indebtedness now or hereafter held by Lender.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. **This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Borrower may not be indebted to Lender.**

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Lender, the account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Grantor with or for the account debtor. So long as this Agreement remains in effect, Grantor shall not, without Lender's prior written consent, compromise, settle, adjust, or extend payment under or with regard to any such Accounts. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of California, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral if the estimated cost of repair or replacement exceeds $10,000.00, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. Grantor will promptly notify Lender of any change to Grantor's name or the name of any individual Grantor, any individual who is a partner for a Grantor, and any individual who is a trustee or settlor or trustor for a Grantor under this Agreement. Grantor will also promptly notify Lender of any change to the name that appears on the most recently issued, unexpired driver's license or state-issued identification card, any expiration of the most recently issued driver's license or state-issued identification card for Grantor or any individual for whom Grantor is required to provide notice regarding name changes.

GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS. Until default and except as otherwise provided below with respect to accounts, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default in Favor of Third Parties. Borrower, any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's, any guarantor's or Grantor's property or ability to perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15)

days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the California Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Borrower would be required to pay, immediately due and payable, without notice of any kind to Borrower or Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Borrower for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Borrower shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Los Angeles County, State of California.

JUDICIAL REFERENCE. If the waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, who shall be a retired state or federal court judge, mutually selected by the parties or, if they cannot agree, then any party may seek to have a private judge appointed in accordance with California Code of Civil Procedure §§ 638 and 640 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts). The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure §§ 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and orders applicable to judicial proceedings in the same manner as a trial court judge. The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to California Code of Civil Procedure § 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

The parties agree that time is of the essence in conducting the referenced proceedings. The parties shall promptly and diligently cooperate with one another and the referee, and shall perform such acts as may be necessary to obtain prompt and expeditious resolution of the dispute or controversy in accordance with the terms hereof. The costs shall be borne equally by the parties.

ORAL AGREEMENTS NOT EFFECTIVE. This Agreement embodies the entire agreement and understanding between the parties hereto with

respect to the subject matter hereof and supersedes all prior oral or written negotiations, agreements and understandings of the parties with respect to the subject matter hereof and shall remain in full force and effect in accordance with its terms and conditions. Moreover, any subsequent oral statements, negotiations, agreements or understandings of the parties shall not be effective against Lender unless (i) expressly stated in writing, (ii) duly approved and authorized by an appropriate decision making committee of Lender on such terms and conditions as such committee shall deem necessary or appropriate in the committee's sole and absolute opinion and judgment and (iii) executed by an authorized officer of Lender. Borrower shall not rely or act on any oral statements, negotiations, agreements or understandings between the parties at anytime whatsoever, including before or during any Lender approval process stated above. Borrower acknowledges and agrees that Borrower shall be responsible for its own actions, including any detrimental reliance on any oral statements, negotiations, agreements or understandings between the parties and that Lender shall not be liable for any possible claims, counterclaims, demands, actions, causes of action, damages, costs, expenses and liability whatsoever, known or unknown, anticipated or unanticipated, suspected or unsuspected, at law or in equity, originating in whole or in part in connection with any oral statements, negotiations, agreements or understandings between the parties which the Borrower may now or hereafter claim against the Lender. Neither this Agreement nor any other Related Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this section. Lender may from time to time, (a) enter into with Borrower written amendments, supplements or modifications hereto and to the Related Documents or (b) waive, on such terms and conditions as Lender may specify in such instrument, any of the requirements of this Agreement or the Related Documents or any Event Default and its consequences, if, but only if, such amendment, supplement, modification or waiver is (i) expressly stated in writing, (ii) duly approved and authorized by an appropriate decision making committee of Lender on such terms and conditions as such committee shall deem necessary or appropriate in the committee's sole and absolute opinion and judgment and (iii) executed by an authorized officer of Lender. Then such amendment, supplement, modification or waiver shall be effective only in the specific instance and specific purpose for which given.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of California.

Joint and Several Liability. All obligations of Borrower and Grantor under this Agreement shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Agreement. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Agreement.

Preference Payments. Any monies Lender pays because of an asserted preference claim in Borrower's or Grantor's bankruptcy will become a part of the Indebtedness and, at Lender's option, shall be payable by Borrower and Grantor as provided in this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Waiver of Co-Obligor's Rights. If more than one person is obligated for the Indebtedness, Grantor irrevocably waives, disclaims and relinquishes all claims against such other person which Grantor has or would otherwise have by virtue of payment of the Indebtedness or any part thereof, specifically including but not limited to all rights of indemnity, contribution or exoneration.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a

person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. To the extent permitted by applicable law, all parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means The Maya Group, Inc.; and The Maya Group HK Limited and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means The Maya Group, Inc..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

Lender. The word "Lender" means East West Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated September 14, 2012, in the original principal amount of $3,000,000.00, from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

BORROWER AND GRANTOR HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREE TO ITS TERMS. THIS AGREEMENT IS DATED JANUARY 30, 2014.

GRANTOR:

THE MAYA GROUP, INC.

By: _____
Oded Ben-Ezer, CFO of The Maya Group, Inc.

BORROWER:

THE MAYA GROUP, INC.

By: _____
Oded Ben-Ezer, CFO of The Maya Group, Inc.

THE MAYA GROUP HK LIMITED

By: _____
Oded Ben-Ezer, Director of The Maya Group HK Limited

LASER PRO Lending, Ver. 13.3.0.024 Copr. Harland Financial Solutions, Inc. 1997, 2014 All Rights Reserved - CA E:\PRODN\LOANDOC\CFILPL\E40.FC TR-15656 PR-11

EXHIBIT 3G

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

8255638

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

June 8, 2022

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON

September 7, 2018

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

P. R. Grant

Pam Grant
Certifying Officer

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5130437

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
EAST WEST BANK	09/07/2018

RECEIVING PARTY DATA

Name:	THE MAYA GROUP, INC.
Street Address:	10741 WALKER ST
City:	CYPRESS
State/Country:	CALIFORNIA
Postal Code:	90630

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	12777134
Application Number:	12973897
Application Number:	12928871

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: ldd@eastwestbank.com
Correspondent Name: FRANK MAO
Address Line 1: 9300 FLAIR DRIVE, 6TH FLOOR
Address Line 4: EL MONTE, CALIFORNIA 91731

NAME OF SUBMITTER:	FRANK MAO
SIGNATURE:	/frank30011267/
DATE SIGNED:	09/07/2018

Total Attachments: 1
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EAST WEST BANK

September 7, 2018

U.S.P.T.O
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

Re: The Maya Group, Inc.
Loan#30011267

Dear officer,

East West Bank hereby instructs to release the Security Interest stated in Commercial Security Agreement which was recorded with the U.S. Patent and Trademark Office (Reel/Frame:032342/0461) on February 18, 2014 as recording number 103666123, due to the indebtedness or obligation has been fully paid and satisfied.

If you have any questions regarding this issue, you may contact the individual whose name appears on this letter at 626-371-8670.

Yours Truly,

Frank Mao
Loan Service Department

EXHIBIT 3H

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

June 3, 2022

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON

March 2, 2020

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

Sylvia Holley
Certifying Officer

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5991758

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
THE MAYA GROUP, INC.	12/04/2019

RECEIVING PARTY DATA

Name:	SPIN MASTER, INC.
Street Address:	PMB #10053, 300 INTERNATIONAL DRIVE
Internal Address:	SUITE 1000
City:	WILLIAMSVILLE
State/Country:	NEW YORK
Postal Code:	14221

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	8596255
Patent Number:	8640683
Patent Number:	8371282
Application Number:	15590424

CORRESPONDENCE DATA

Fax Number: (416)981-3366

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 416-363-2775
Email: nchinoy@millmanip.com
Correspondent Name: MILLMAN IP INC.
Address Line 1: 401 BAY STREET, SUITE 2108, BOX 60
Address Line 4: TORONTO, ONTARIO, CANADA M5H 2Y4

ATTORNEY DOCKET NUMBER:	SPI-000
NAME OF SUBMITTER:	NERGIZ CHINOY
SIGNATURE:	/Nergiz Chinoy/
DATE SIGNED:	03/02/2020

Total Attachments: 6
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PATENT ASSIGNMENT AGREEMENT

BETWEEN:

THE MAYA GROUP, INC., a corporation incorporated pursuant to the laws of the State of California;
(the "**Assignor**")

- and –

SPIN MASTER, INC., a corporation incorporated pursuant to the laws of the State of Delaware;
(the "**Assignee**")

WHEREAS the Assignor is the owner of the granted patents, pending patent applications and granted design registrations listed in the attached **Schedule "A"** (collectively, the **"Patents"**) and of the inventions and designs described in the Patents (the **"Inventions"**);

AND WHEREAS the Assignor has entered into an asset purchase agreement (the "**Purchase Agreement**") dated the date hereof between, inter alia, the Assignee and Spin Master Toys Far East Limited, as purchasers, the Assignor, as vendor, Oded Ben-Ezer, Tali Ben-Ezer, Eyal Aronoff, the Ben-Ezer Living Trust and The Aronoff Community Property Trust, as co-covenantors, whereby the Assignor agreed to sell to the Assignee the Purchased Assets (as defined in the Purchase Agreement), which includes the Patents and Inventions;

NOW THEREFORE, in consideration of the payments provided for in the Purchase Agreement, the mutual covenants and agreements contained therein and for other good and valuable consideration paid to the Assignor by the Assignee, receipt of which is hereby acknowledged, the Assignor, does hereby sell, assign and set over unto the Assignee the entire right, title and interest in the United States and all other countries foreign thereto in and to the Patents, and in and to the Inventions, and in and to all applications filed and Letters Patent and Registrations obtained thereof in any country, inclusive of any and all priority rights and Convention and Treaty rights derived therefrom, including any continuation, division, renewal, substitute or reissue thereof, the same to be held and enjoyed by the Assignee, its successors, assigns or legal representatives to the full ends of the terms for which all Letters Patent and Registrations therefor have or may be granted including any extensions or reissues thereof as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made;

ASSIGNOR hereby authorizes Assignee to make application for and to receive Letters Patent and Registrations for the Inventions in any foreign countries in its own name or in any name at its election;

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNOR FURTHER COVENANTS AND AGREES to execute or procure any further necessary assurance of the title to the Inventions and the Patents and will at any time upon the request and at the expense of the Assignee execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Inventions and the Patents or any patents which may be granted therefor to the Assignee, its successors, assigns or legal representatives and will at any time upon the request and at the expense of the Assignee testify in any legal proceeding, sign all lawful papers, execute any additional divisional, substituting, continuing or reissue applications for the Inventions or for the Patents or any part or parts thereof, make all rightful oaths and generally do all lawful acts to aid the Assignee, its successors, assigns or legal representatives to obtain and enforce patent protection in the Inventions without further compensation but at the expense of the Assignee, its successors, assigns or legal representatives;

AND ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the United States Patent and Trademark Office issue any and all Letters Patent for the Inventions or resulting from the Patents or from any division, reissue or extension thereof to the Assignee as sole Assignee, and its successors, assigns and legal representatives.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Patents under as of the 4th day of December, 2019.

THE MAYA GROUP, INC.

By: _____
Name: Odrec Ben-Efraim
Title: CEO
I have the authority to bind the company

SPIN MASTER, INC.

By: _____
Name:
Title:
I have the authority to bind the company

[Signature Page – Patent Assignment]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Patents under as of the 4thday of December, 2019.

THE MAYA GROUP, INC.

By: _____

Name:

Title:

I have the authority to bind the company

SPIN MASTER, INC.

By: _____

Name: Chris Harris

Title: Secretary

I have the authority to bind the company

[Signature Page – Patent Assignment]

SCHEDULE "A"

LIST OF PATENTS AND PATENT APPLICATIONS

Record Type	Country	Reference Number	Title or Mark	Status	Application/Serial No.	Filing Date	Patent/ Registration No.	Date Issue/Reg/ Abandoned	Earliest Priority Date
Patent	United States	MAYA-1001a-CIP	SUPER ABSORBENT POLYMER PROJECTILE LAUNCHING DEVICE	Patented Case	12/973,897	12/20/20 10	8,596,255	12/03/2013	05/10/2010
Patent	United States	MAYA-1001b-DIV	SOFT-PROJECTILE LAUNCHING DEVICE	Patented Case	13/761,082	02/06/20 13	8,640,683	02/04/2014	05/10/2010
Utility Model	Germany	MAYA-1001-DE	SOFT-PROJECTILE LAUNCHING DEVICE	Patented Case	20 2011 110 351.3	05/09/20 11	20 2011 110 351.3	08/08/2013	05/10/2010
Patent	United States	MAYA-1001-UA	SOFT-PROJECTILE LAUNCHING DEVICE	Patented Case	12/777,134	05/10/20 10	8,371,282	02/12/2013	05/10/2010
Patent	EPO	MAYA-20479-EP	KITS AND METHODS OF PLAY FOR CREATING	Allowed	171965 71.8	11/09/20 17	N/A	N/A	05/09/2017

Record Type	Country	Reference Number	Title or Mark	Status	Application/Serial No.	Filing Date	Patent/Registration No.	Date Issue/Reg/Abandoned	Earliest Priority Date
			DECORATIVE OBJECTS						
Patent	United States	MAYA-20479-UA	KITS AND METHODS OF PLAY FOR CREATING DECORATIVE OBJECTS	Pending	15/590,424	05/09/2017	N/A	N/A	05/09/2017
Patent	United States	MAYA-21014-UA	PLUSH TOYS WITH SIGHT, SMELL AND FEEL OF FOOD AND METHODS OF MAKING THE SAME	New (Not Filed)	N/A	N/A	N/A	N/A	N/A

EXHIBIT 3I

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

June 3, 2022

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON

March 10, 2020

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

Sylvia Holley
Certifying Officer

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6006720

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
THE MAYA GROUP, INC.	12/04/2019

RECEIVING PARTY DATA

Name:	SPIN MASTER, INC.
Street Address:	300 INTERNATIONAL DRIVE, SUITE 1000
Internal Address:	PMB #10053
City:	WILLIAMSVILLE
State/Country:	NEW YORK
Postal Code:	14221

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	8596255
Patent Number:	8640683
Patent Number:	8371282
Application Number:	15590424

CORRESPONDENCE DATA

Fax Number: (416)981-3366

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 416-363-2775
Email: nchinoy@millmanip.com
Correspondent Name: MILLMAN IP INC.
Address Line 1: 401 BAY STREET, SUITE 2108, BOX 60
Address Line 4: TORONTO, ONTARIO, CANADA M5H 2Y4

ATTORNEY DOCKET NUMBER:	SPI-780
NAME OF SUBMITTER:	NERGIZ CHINOY
SIGNATURE:	/nergizchinoy/
DATE SIGNED:	03/10/2020

Total Attachments: 6
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PATENT ASSIGNMENT AGREEMENT

BETWEEN:

THE MAYA GROUP, INC., a corporation incorporated pursuant to the laws of the State of California;
(the "**Assignor**")

- and –

SPIN MASTER, INC., a corporation incorporated pursuant to the laws of the State of Delaware;
(the "**Assignee**")

WHEREAS the Assignor is the owner of the granted patents, pending patent applications and granted design registrations listed in the attached **Schedule "A"** (collectively, the **"Patents"**) and of the inventions and designs described in the Patents (the **"Inventions"**);

AND WHEREAS the Assignor has entered into an asset purchase agreement (the "**Purchase Agreement**") dated the date hereof between, inter alia, the Assignee and Spin Master Toys Far East Limited, as purchasers, the Assignor, as vendor, Oded Ben-Ezer, Tali Ben-Ezer, Eyal Aronoff, the Ben-Ezer Living Trust and The Aronoff Community Property Trust, as co-covenantors, whereby the Assignor agreed to sell to the Assignee the Purchased Assets (as defined in the Purchase Agreement), which includes the Patents and Inventions;

NOW THEREFORE, in consideration of the payments provided for in the Purchase Agreement, the mutual covenants and agreements contained therein and for other good and valuable consideration paid to the Assignor by the Assignee, receipt of which is hereby acknowledged, the Assignor, does hereby sell, assign and set over unto the Assignee the entire right, title and interest in the United States and all other countries foreign thereto in and to the Patents, and in and to the Inventions, and in and to all applications filed and Letters Patent and Registrations obtained thereof in any country, inclusive of any and all priority rights and Convention and Treaty rights derived therefrom, including any continuation, division, renewal, substitute or reissue thereof, the same to be held and enjoyed by the Assignee, its successors, assigns or legal representatives to the full ends of the terms for which all Letters Patent and Registrations therefor have or may be granted including any extensions or reissues thereof as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made;

ASSIGNOR hereby authorizes Assignee to make application for and to receive Letters Patent and Registrations for the Inventions in any foreign countries in its own name or in any name at its election;

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNOR FURTHER COVENANTS AND AGREES to execute or procure any further necessary assurance of the title to the Inventions and the Patents and will at any time upon the request and at the expense of the Assignee execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Inventions and the Patents or any patents which may be granted therefor to the Assignee, its successors, assigns or legal representatives and will at any time upon the request and at the expense of the Assignee testify in any legal proceeding, sign all lawful papers, execute any additional divisional, substituting, continuing or reissue applications for the Inventions or for the Patents or any part or parts thereof, make all rightful oaths and generally do all lawful acts to aid the Assignee, its successors, assigns or legal representatives to obtain and enforce patent protection in the Inventions without further compensation but at the expense of the Assignee, its successors, assigns or legal representatives;

AND ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the United States Patent and Trademark Office issue any and all Letters Patent for the Inventions or resulting from the Patents or from any division, reissue or extension thereof to the Assignee as sole Assignee, and its successors, assigns and legal representatives.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Patents under as of the 4th day of December, 2019.

THE MAYA GROUP, INC.

By: _____
Name: Odret Ben-Ezra
Title: CEO
I have the authority to bind the company

SPIN MASTER, INC.

By: _____
Name:
Title:
I have the authority to bind the company

[Signature Page – Patent Assignment]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Patents under as of the 4thday of December, 2019.

THE MAYA GROUP, INC.

By: _____

Name:

Title:

I have the authority to bind the company

SPIN MASTER, INC.

By: _____

Name: Chris Harris

Title: Secretary

I have the authority to bind the company

[Signature Page – Patent Assignment]

SCHEDULE "A"

LIST OF PATENTS AND PATENT APPLICATIONS

Record Type	Country	Reference Number	Title or Mark	Status	Application/Serial No.	Filing Date	Patent/ Registration No.	Date Issue/Reg/ Abandoned	Earliest Priority Date
Patent	United States	MAYA-1001a-CIP	SUPER ABSORBENT POLYMER PROJECTILE LAUNCHING DEVICE	Patented Case	12/973,897	12/20/20 10	8,596,255	12/03/2013	05/10/2010
Patent	United States	MAYA-1001b-DIV	SOFT-PROJECTILE LAUNCHING DEVICE	Patented Case	13/761,082	02/06/20 13	8,640,683	02/04/2014	05/10/2010
Utility Model	Germany	MAYA-1001-DE	SOFT-PROJECTILE LAUNCHING DEVICE	Patented Case	20 2011 110 351.3	05/09/20 11	20 2011 110 351.3	08/08/2013	05/10/2010
Patent	United States	MAYA-1001-UA	SOFT-PROJECTILE LAUNCHING DEVICE	Patented Case	12/777,134	05/10/20 10	8,371,282	02/12/2013	05/10/2010
Patent	EPO	MAYA-20479-EP	KITS AND METHODS OF PLAY FOR CREATING	Allowed	171965 71.8	11/09/20 17	N/A	N/A	05/09/2017

Record Type	Country	Reference Number	Title or Mark	Status	Application/Serial No.	Filing Date	Patent/Registration No.	Date Issue/Reg/Abandoned	Earliest Priority Date
			DECORATIVE OBJECTS						
Patent	United States	MAYA-20479-UA	KITS AND METHODS OF PLAY FOR CREATING DECORATIVE OBJECTS	Pending	15/590,424	05/09/2017	N/A	N/A	05/09/2017
Patent	United States	MAYA-21014-UA	PLUSH TOYS WITH SIGHT, SMELL AND FEEL OF FOOD AND METHODS OF MAKING THE SAME	New (Not Filed)	N/A	N/A	N/A	N/A	N/A

EXHIBIT 8B

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

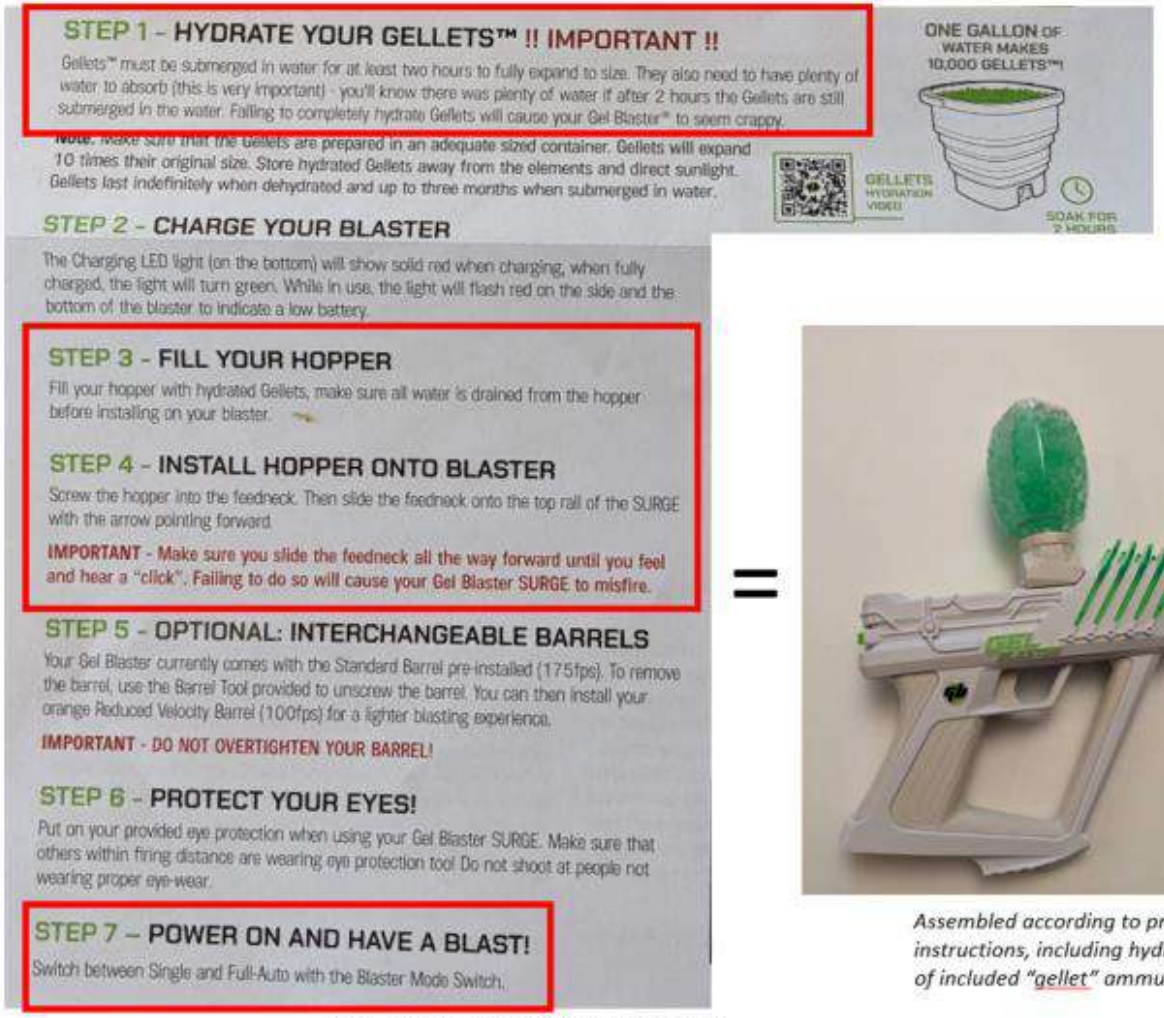
Infringement Claim Chart for U.S. Patent No. 8,640,683 – Gel Blaster Surge

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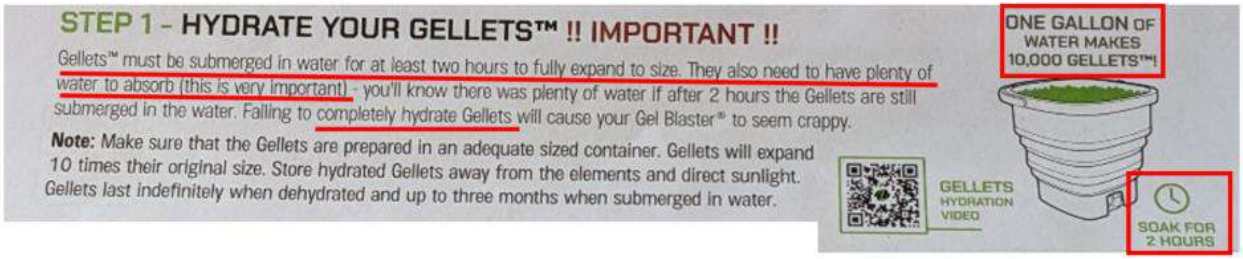
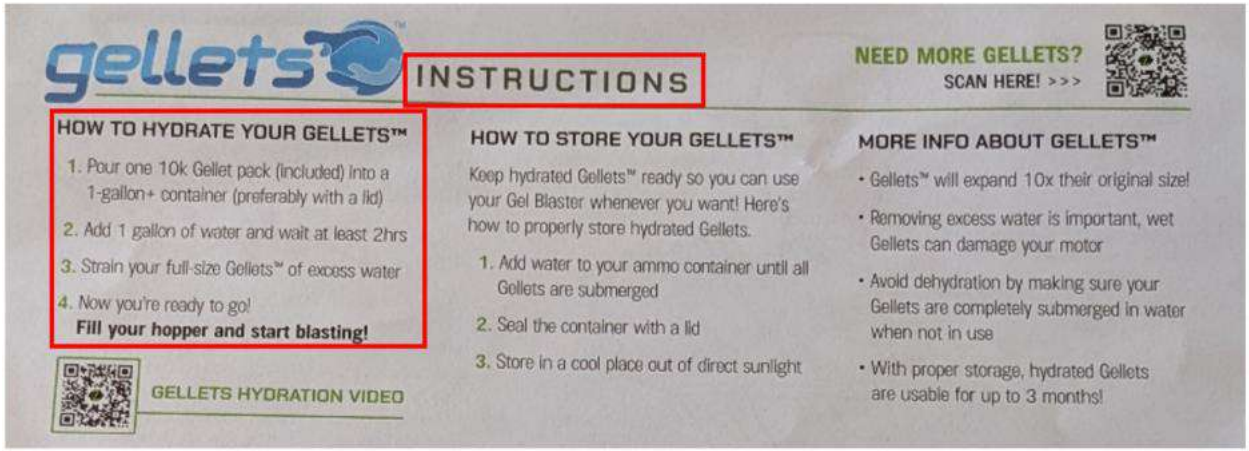
Claim No.	Infringement Evidence
Claim 1.	
[1.pre] A projectile launching system, comprising:	Gel Blaster Surge is a projectile launching system. *See, e.g.*:  Outer packaging

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Claim No.	Infringement Evidence
	 Package contents

Claim No.	Infringement Evidence
	
[1.1] ammunition comprising a plurality of substantially spherical soft-	Gel Blaster Surge includes ammunition comprising a plurality of projectiles, which when hydrated for use according to the included instructions, comprise substantially spherical soft-projectiles formed from hydrated super absorbent polymer. *See, e.g.*:

Claim No.	Infringement Evidence
projectiles formed from hydrated super absorbent polymer;	 *Assembled according to product instructions, including hydration of included "gellet" ammunition* "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer; and"  *outer packaging*

Claim No.	Infringement Evidence
	 "GROW YOUR OWN AMMO, JUST ADD WATER!" *outer packaging*  *Instructions in product package (page 1)*  *Instructions in product package (page 2)*

Claim No.	Infringement Evidence
	 *Package contents*  *Outer packaging of "Gel Blaster Collapsible Gellet Tub with Lid" accessory* GelBlaster Gellets™ are small, colorful, hydrating balls made out of Super Absorbent Polymer (SAP), an all natural, non-toxic, non-irritating, starch-based material. GelBlaster Gellets™ burst on contact and immediately begin to disintegrate. *Gel Blaster website: https://gelblaster.com/products/gelblaster-gellets* "substantially spherical soft-projectiles formed from hydrated super absorbent polymer"

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Claim No.	Infringement Evidence
	 *Package contents*  *Outer packaging of "Gel Blaster Collapsible Gellet Tub with Lid" accessory* **What Is Gel Blaster?** When it comes to gel blasters, they are designed as projectiles for the purpose of recreation and joy. But unlike paintball and BB guns, these creative water bead guns shoot water-based gel balls or beads that are environmentally friendly, non-toxic, and non-staining. The pellets are soft and safe, making them ideal for indoor use. And yes, gel blasters are 100% legal in the United States! *Gel Blaster website: https://gelblaster.com/blogs/news/gel-blaster-vs-splatrball* "substantially spherical soft-projectiles formed from hydrated super absorbent polymer"

Claim No.	Infringement Evidence
	 *Description on GelBlaster Collapsible Gellet Tub with Lid* GelBlaster Gellets™ are small, colorful, hydrating balls made out of Super Absorbent Polymer (SAP), an all natural, non-toxic, non-irritating, starch-based material. GelBlaster Gellets™ burst on contact and immediately begin to disintegrate. *Gel Blaster website: https://gelblaster.com/products/gelblaster-gellets* "substantially spherical soft-projectiles formed from hydrated super absorbent polymer"
[1.2] and a projectile launcher for launching the ammunition in free flight.	Gel Blaster Surge includes a projectile launcher for launching the ammunition in free flight. *See, e.g.*:  *Assembled according to product instructions, including hydration of included "gellet" ammunition*  *outer packaging* "a projectile launcher for launching the ammunition in free flight"

Claim No.	Infringement Evidence
	 *outer packaging* "a projectile launcher for launching the ammunition in free flight"

EXHIBIT 8A

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

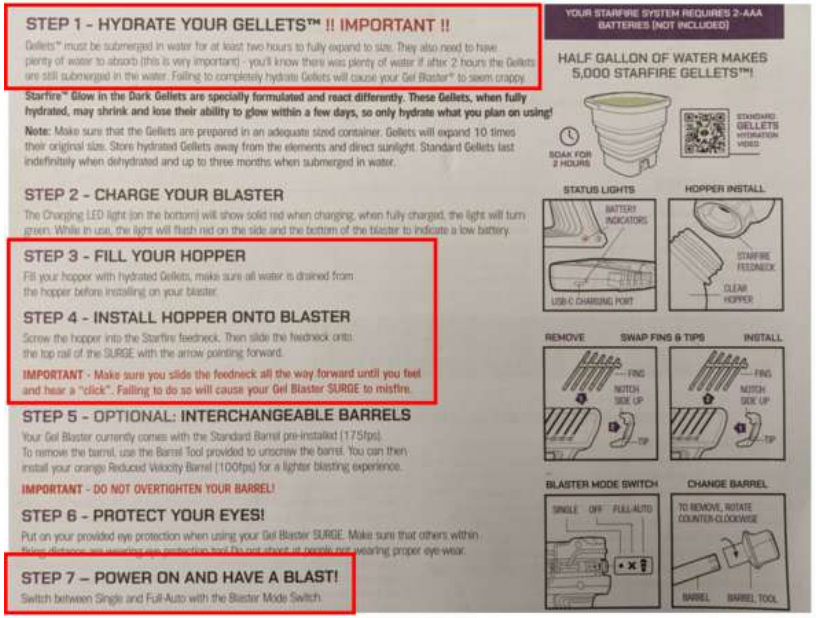
Infringement Claim Chart for U.S. Patent No. 8,640,683 – Gel Blaster Starfire

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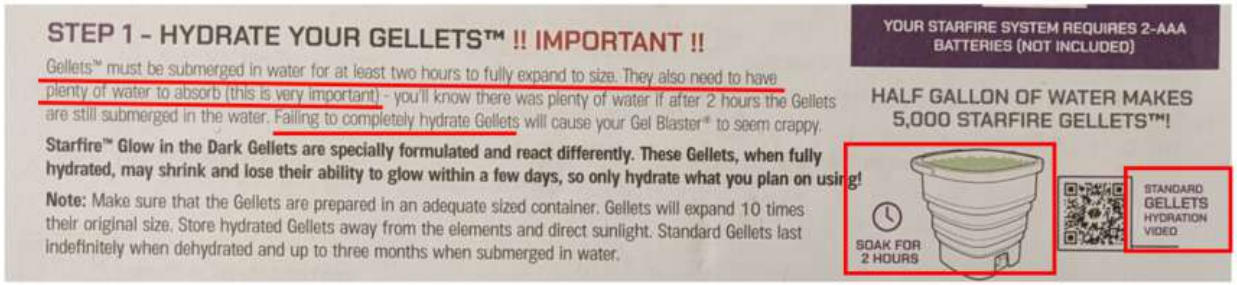
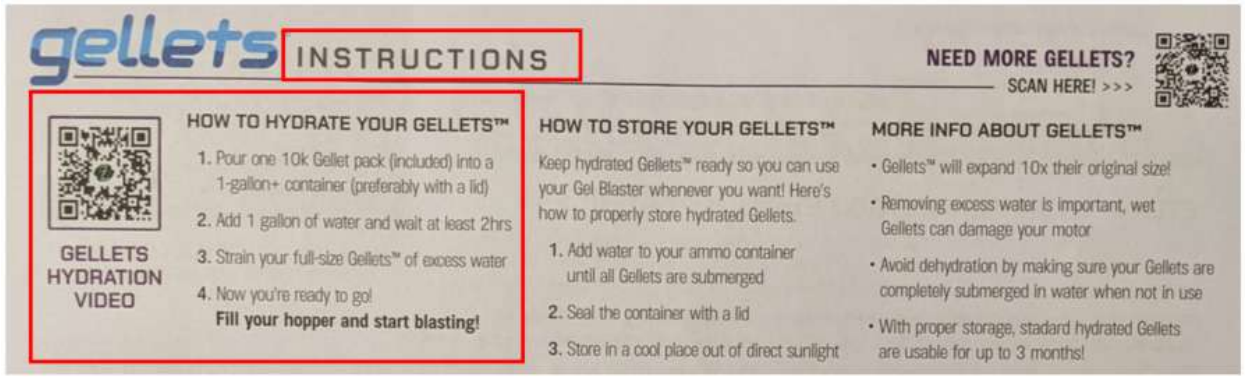
Claim No.	Infringement Evidence
Claim 1.	
[1.pre] A projectile launching system, comprising:	Gel Blaster Starfire is a projectile launching system. *See, e.g.*:  *Outer packaging*

Claim No.	Infringement Evidence
	 *Outer packaging*

Claim No.	Infringement Evidence
	 *Package contents*

Claim No.	Infringement Evidence
	 *Instructions in product package (page 1)* Following instructions: "A projectile launching system, comprising: ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer; and a projectile launcher for launching the ammunition in free flight." =  *Assembled according to product instructions, including hydration of included "gellet" ammunition*
[1.1] ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer;	Gel Blaster Starfire includes ammunition comprising a plurality of projectiles, which when hydrated for use according to the included instructions, comprise substantially spherical soft-projectiles formed from hydrated super absorbent polymer. *See, e.g.*:

Claim No.	Infringement Evidence
	 *Assembled according to product instructions, including hydration of included "gellet" ammunition* "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer; and"  *outer packaging*

Claim No.	Infringement Evidence
	 "GROW YOUR OWN GLOW-IN-THE-DARK AMMO, JUST ADD WATER!" *outer packaging*  *Instructions in product package (page 1)*  *Instructions in product package (page 2)*

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Claim No.	Infringement Evidence
	 *Following "gellet" hydration instructions*  *Package contents*  *Outer packaging of "Gel Blaster Collapsible Gellet Tub with Lid" accessory* GelBlaster Gellets™ are small, colorful, hydrating balls made out of Super Absorbent Polymer (SAP), an all natural, non-toxic, non-irritating, starch-based material. GelBlaster Gellets™ burst on contact and immediately begin to disintegrate. *Gel Blaster website: https://gelblaster.com/products/gelblaster-gellets* "substantially spherical soft-projectiles formed from hydrated super absorbent polymer"

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Claim No.	Infringement Evidence
	 *Following "gellet" hydration instructions*  *Package contents*  *Outer packaging of "Gel Blaster Collapsible Gellet Tub with Lid" accessory* **What Is Gel Blaster?** When it comes to gel blasters, they are designed as projectiles for the purpose of recreation and joy. But unlike paintball and BB guns, these creative water bead guns shoot water-based gel balls or beads that are environmentally friendly, non-toxic, and non-staining. The pellets are soft and safe, making them ideal for indoor use. And yes, gel blasters are 100% legal in the United States! *Gel Blaster website: https://gelblaster.com/blogs/news/gel-blaster-vs-splatrball* "substantially spherical soft-projectiles formed from hydrated super absorbent polymer"

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Claim No.	Infringement Evidence
	 *Description on GelBlaster Collapsible Gellet Tub with Lid* GelBlaster Gellets™ are small, colorful, hydrating balls made out of Super Absorbent Polymer (SAP), an all natural, non-toxic, non-irritating, starch-based material. GelBlaster Gellets™ burst on contact and immediately begin to disintegrate. *Gel Blaster website: https://gelblaster.com/products/gelblaster-gellets* **GROW YOUR AMMO USING OUR GELLETS™** Our patented, no mess, no clean-up Gellets™ burst on impact and evaporate in 30 minutes or less. Made using Super Absorbent Polymers (SAP), an all-natural, non-toxic, water-based material, so you can blast them anywhere. Spend less time cleaning and more time having a blast! *Gel Blaster website: https://gelblaster.com/products/gel-blaster-starfire* **HOW DO GELLETS™ WORK?** Soak our patented Gellets™ in water for just 2 hours and watch your gel pellets balloon into Gellets™. All natural, non-toxic, non-irritating, starch-based material that bursts on contact and immediately evaporates. No stains, no residue, and no mess. *Gel Blaster website: https://gelblaster.com/products/gel-blaster-starfire* "substantially spherical soft-projectiles formed from hydrated super absorbent polymer"
[1.2] and a projectile launcher for launching the ammunition in free flight.	Gel Blaster Starfire includes a projectile launcher for launching the ammunition in free flight. *See, e.g.*:

Claim No.	Infringement Evidence
	 *Assembled according to product instructions, including hydration of included "gellet" ammunition*  *outer packaging* "a projectile launcher for launching the ammunition in free flight"

Claim No.	Infringement Evidence
	  *outer packaging* "a projectile launcher for launching the ammunition in free flight"

EXHIBIT 8E

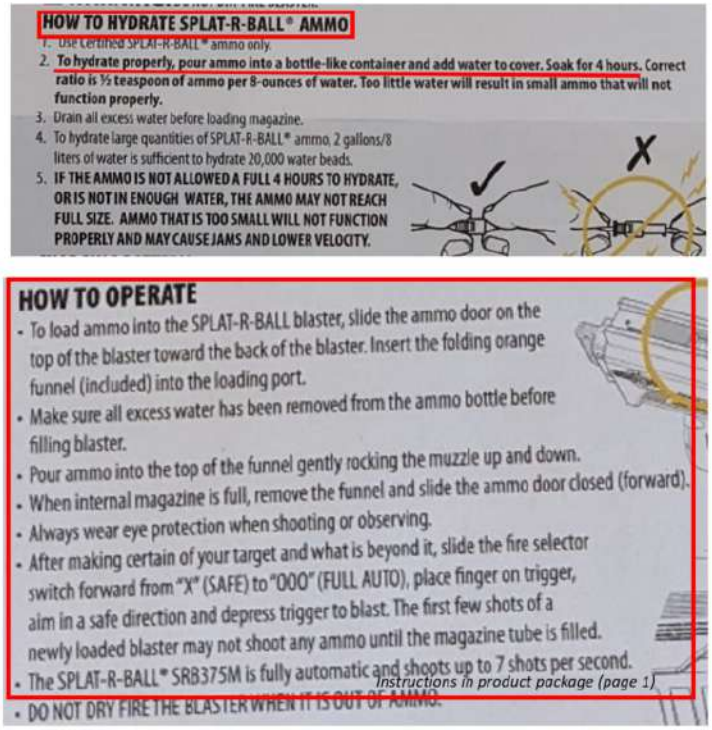
Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

Infringement Claim Chart for U.S. Patent No. 8,640,683 – SRB375M

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Claim No.	Infringement Evidence
Claim 1.	
[1.pre] A projectile launching system, comprising:	SRB375M is a projectile launching system. *See, e.g.*: 

Claim No.	Infringement Evidence
	 *Package contents*

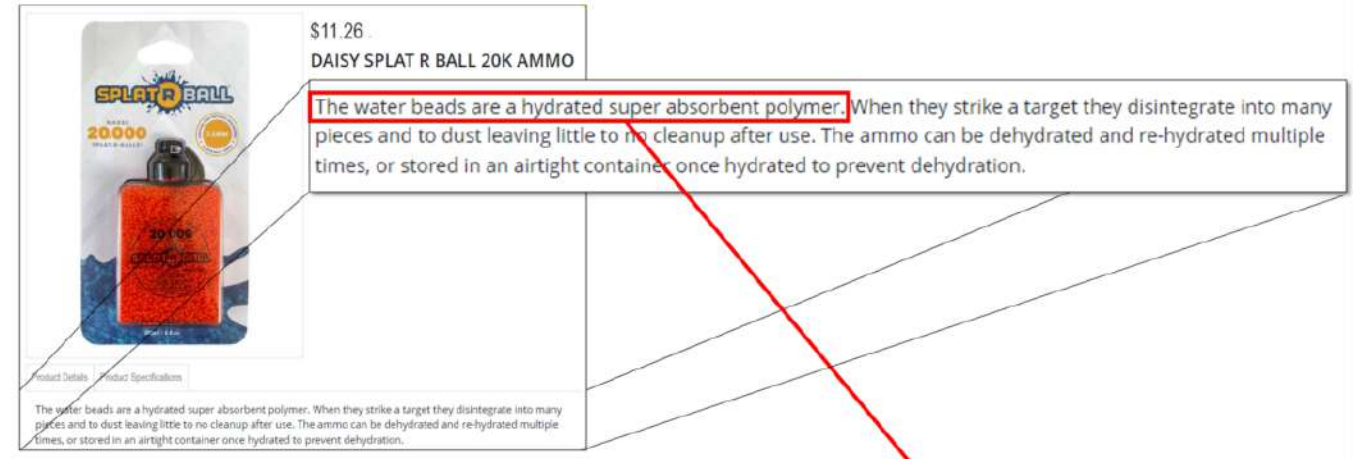
Claim No.	Infringement Evidence
	 *Instructions in product package (page 1)* =  *Assembled according to product instructions, including hydration of included "SplatRBall" ammunition*
[1.1] ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer;	SRB375M includes ammunition comprising a plurality of projectiles, which when hydrated for use according to the included instructions, comprise substantially spherical soft-projectiles formed from hydrated super absorbent polymer. *See, e.g.*:

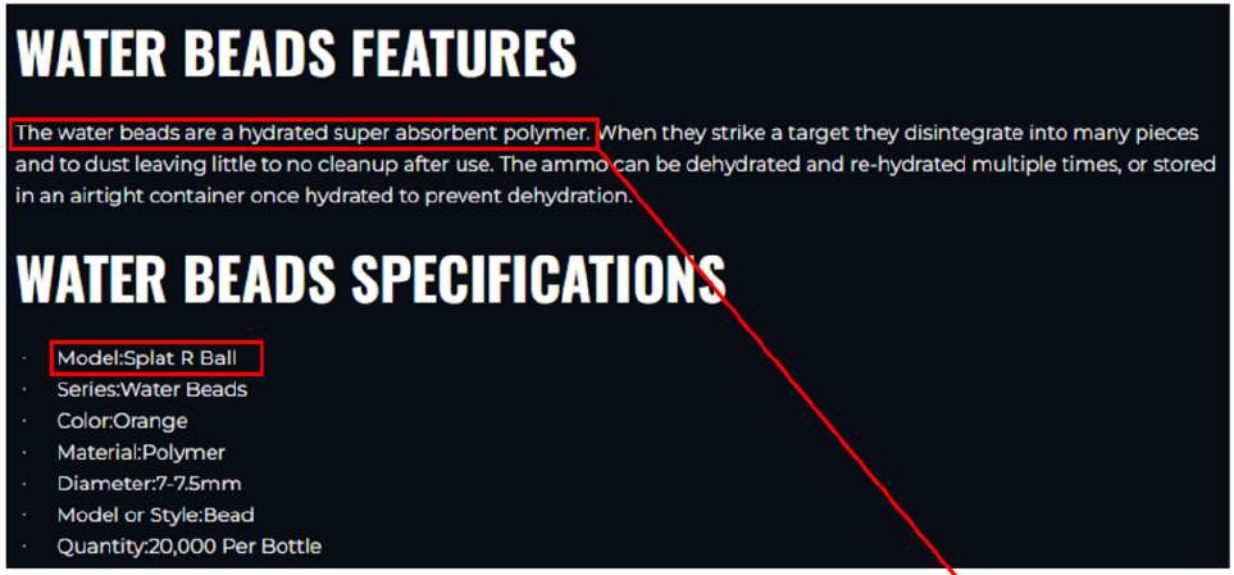
Claim No.	Infringement Evidence
	"ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"  *Assembled according to product instructions, including hydration of included "Splatrball" ammunition*  *Package contents*

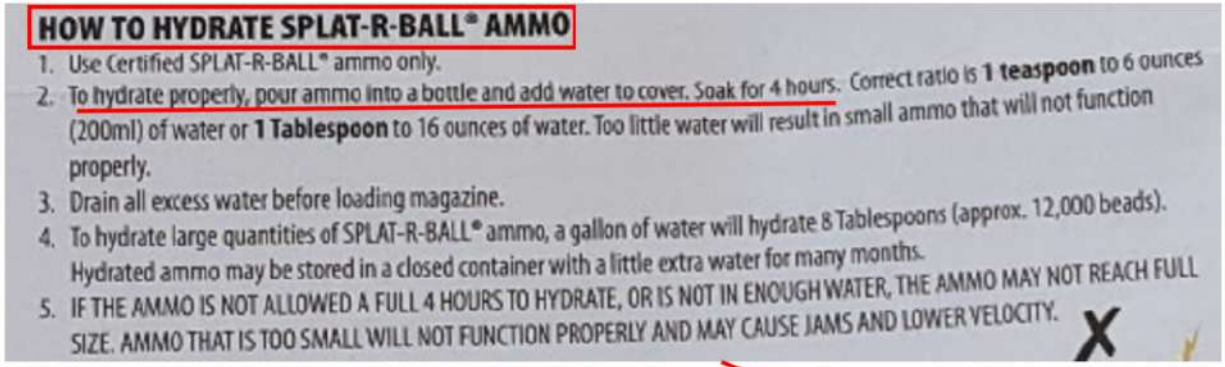
Claim No.	Infringement Evidence
	 *Assembled according to product instructions, including hydration of included "Splatrball" ammunition*  "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"

Claim No.	Infringement Evidence
	The SplatRBall Full Auto 375 Water Bead Blaster shoots Certified 7.5mm Splat-R-Ball water bead ammo and it has a 375 round internal reservoir. It shoots 7 rounds per second at a velocity of up to 135 fps. Shoots soft, non-staining water balls with virtually no cleanup. This kit contains one water ball Blaster with 375 round internal reservoir, a sling clip, 2,500 rounds of certified SplatRBall water ball beads, a rechargeable 7.4V 500 mAh battery with USB charging cable, foldable water ball loading funnel and safety glasses. Everything you need to have a blast! Instructional Video: https://splatrball.com/srb-375-mini-instruction/ For Support and Customer Service please visit: https://splatrball.com/support/ • 375 Water Balls internal ammo reservoir. • Two position selector: Safe and full auto. • Up to 135 feet per second. • Shoots 7 water balls per second for endless fun. • Shoots soft, non-staining water balls with virtually no cleanup. Gel Blaster water beads that break on impact. • Always use SplatRBall Certified Water Beads, other water balls may damage the blaster. • Owning our gel blaster is a great way to open up your options for entertainment, and it's a great way to enjoy the outdoors, stay active! enjoy hours of fun! • SplatRBall everything in your path at up to 7 water balls per second with SplatRBall Electric Gel Water Bead Blaster. Up to 135 feet per second! • The perfect gift for dad, mom, grandson, niece, or nephew for birthday, Christmas, New Year, and other holidays. • Full size splatter ball gun, durable synthetic design, high quality ABS and Nylon composite body. Instructional Video: https://splatrball.com/srb-375-mini-instruction/ For Support and Customer Service please visit: https://splatrball.com/support/ Splatter Ball SRB375 Full Auto Rechargeable Battery Powered Water Bead Gel Ball Blaster Kit Splat R Ball *https://www.walmart.com/ip/SplatRBall-Full-Auto-375-Mini-Water-Bead-Blaster-Kit/907875830*  *Assembled according to product instructions, including hydration of included "Splatrball" ammunition* "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer" Further, multiple websites describe the Splat-R-Ball ammunition with the identical language: "The water beads are a hydrated super absorbent polymer. When they strike a target they disintegrate into many pieces and to dust leaving little to no cleanup after use. The ammo can be dehydrated and re-hydrated multiple times, or stored in an airtight container once hydrated to prevent dehydration." On information and belief, Splat-R-Ball provides this description to retailers of its products:

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Claim No.	Infringement Evidence
	 $11.26 DAISY SPLAT R BALL 20K AMMO The water beads are a hydrated super absorbent polymer. When they strike a target they disintegrate into many pieces and to dust leaving little to no cleanup after use. The ammo can be dehydrated and re-hydrated multiple times, or stored in an airtight container once hydrated to prevent dehydration. Product Details Product Specifications The water beads are a hydrated super absorbent polymer. When they strike a target they disintegrate into many pieces and to dust leaving little to no cleanup after use. The ammo can be dehydrated and re-hydrated multiple times, or stored in an airtight container once hydrated to prevent dehydration. https://www.huntershollow.com/parts-gear/airguns/daisy-950002-splat-r-ball-20k-ammo "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"

Claim No.	Infringement Evidence
	 "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"

Claim No.	Infringement Evidence
	 *Instructions in product package (page 1)* "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"
[1.2] and a projectile launcher for launching the ammunition in free flight.	SRB375M includes a projectile launcher for launching the ammunition in free flight. *See, e.g.*:

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Claim No.	Infringement Evidence
	  *Assembled according to product instructions, including hydration of included "Splatrball" ammunition*  "a projectile launcher for launching the ammunition in free flight" *Package contents*

Claim No.	Infringement Evidence
	 "a projectile launcher for launching the ammunition in free flight"

EXHIBIT 8C

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

Claim No.	Infringement Evidence
	 *Package contents*

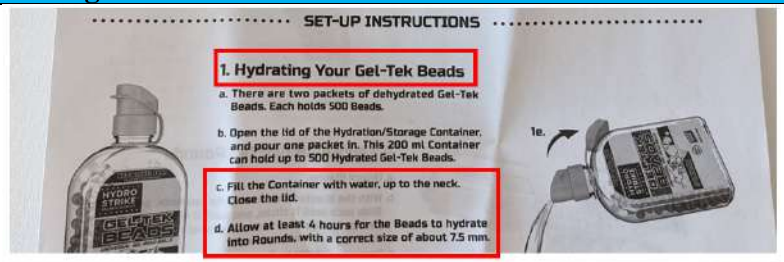
Claim No.	Infringement Evidence
	 *Assembled according to product instructions, including hydration of included "Gel-Tek Beads"*

Infringement Claim Chart for U.S. Patent No. 8,640,683 – Hydro Strike Nebular Pro

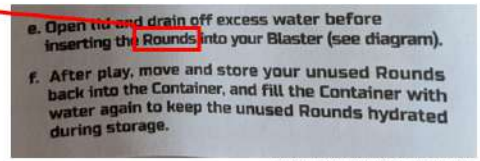
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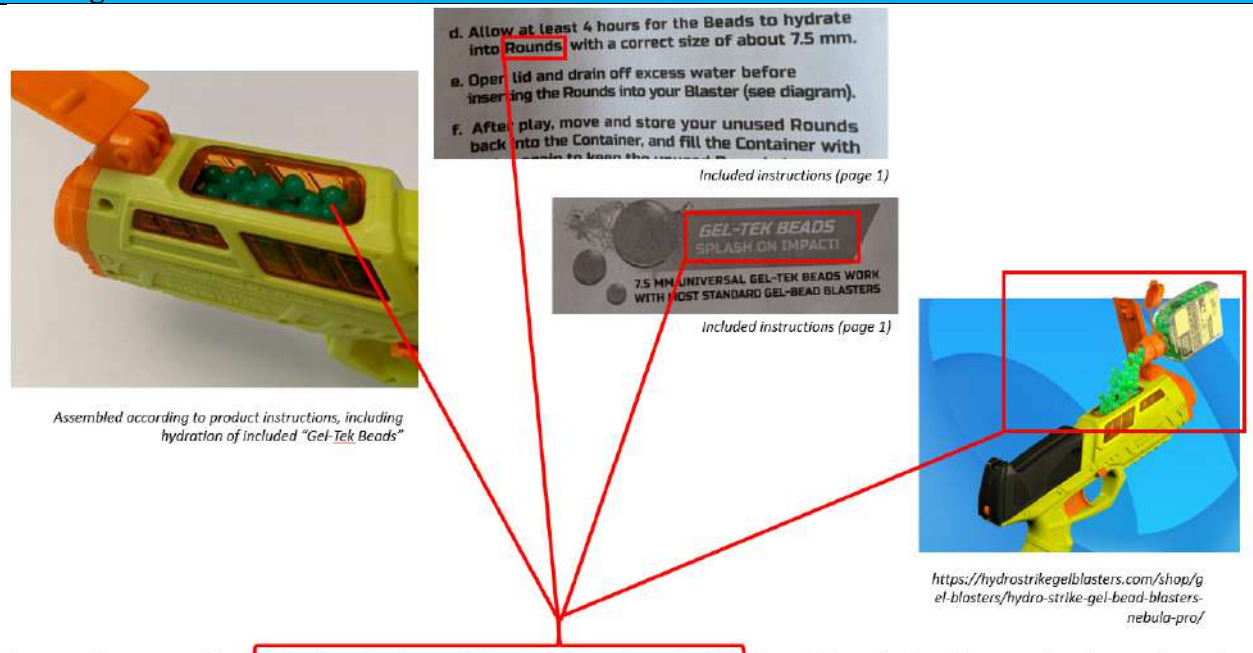
Claim No.	Infringement Evidence
Claim 1.	
[1.pre] A projectile launching system, comprising:	Hydro Strike Nebular Pro is a projectile launching system. *See, e.g.*:  *Outer packaging*

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Claim No.	Infringement Evidence
	  *Instructions in product package (pages 1-2)* =  *Assembled according to product instructions, including hydration of included "Gel-Tek beads"*
[1.1] ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer;	Hydro Strike Nebular Pro includes ammunition comprising a plurality of projectiles, which when hydrated for use according to the included instructions, comprise substantially spherical soft-projectiles formed from hydrated super absorbent polymer. On information and belief, including from testing and comparison to known super absorbent polymer ammunition, the Respondent's "beads" are comprised of super absorbent polymer. *See, e.g.*:

Claim No.	Infringement Evidence
	 *Assembled according to product instructions, including hydration of included "Gel-Tek Beads"* "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"  *Outer packaging*

Claim No.	Infringement Evidence
	"ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"  *Outer packaging (detail)*  *Included instructions (page 1)*  *Assembled according to product instructions, including hydration of included "Gel-Tek Beads"*

Claim No.	Infringement Evidence
	

Claim No.	Infringement Evidence
	 *Weight of included bead before hydration*  *Weight of bead after following "Hydrating Your Gel-Tek Beads" instructions in package*  **How do I use gel beads?** To prepare the beads, just add them to any container, fill the container with water, and let them soak for up to 4 hours. Once the beads are ready, add them to your favorite water bead blaster. The beads splash on impact and dissolve for a burst of adventure! **Are Gel-Tek gel beads non-toxic?** Absolutely! They are made of a non-toxic, biodegradable material. You can play for hours without any worries about what you're leaving behind. *https://hydrostrikegelblasters.com/* "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"
[1.2] and a projectile launcher for launching the ammunition in free flight.	Hydro Strike Nebular Pro includes a projectile launcher for launching the ammunition in free flight. *See, e.g.*:

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Claim No.	Infringement Evidence
	 *Assembled according to product instructions, including hydration of included "Gel-Tek Beads"*  *Outer packaging* "a projectile launcher for launching the ammunition in free flight"

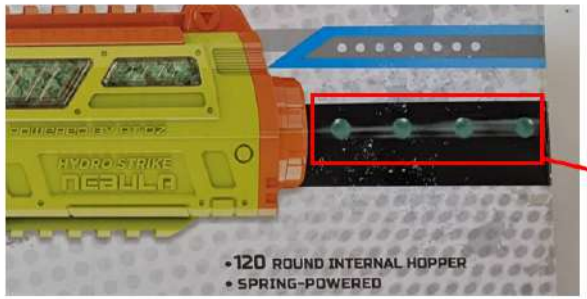
Claim No.	Infringement Evidence
	 *What is the velocity of the blaster?* The Nebula Pro fires up to 160 FPS. The Pulsar Pro fires up to 200 FPS. *https://hydrostrikegelblasters.com/shop/gel-blasters/hydro-strike-gel-bead-blasters-nebula-pro/* "a projectile launcher for launching the ammunition in free flight"

EXHIBIT 8D

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

Infringement Claim Chart for U.S. Patent No. 8,640,683 – Hydro Strike Pulsar Pro

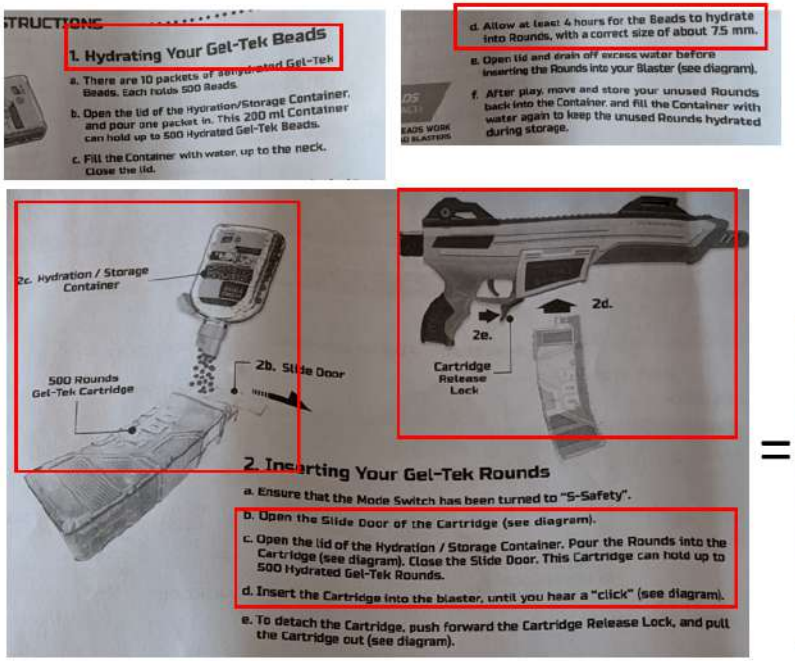
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Claim No.	Infringement Evidence
Claim 1.	
[1.pre] A projectile launching system, comprising:	Hydro Strike Pulsar Pro is a projectile launching system. *See, e.g.*:  *Outer packaging*

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Claim No.	Infringement Evidence
	 *Package contents*

Claim No.	Infringement Evidence
	 *Assembled according to product instructions, including hydration of included "Gel-Tek Beads"*

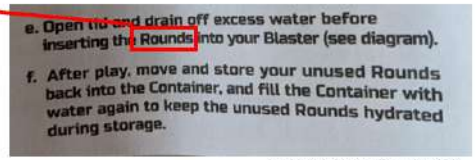
Claim No.	Infringement Evidence
	 *Instructions in product package (pages 1-2)* =  *Assembled according to product instructions, including hydration of included "Gel-Tek beads"*
[1.1] ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer;	Hydro Strike Pulsar Pro includes ammunition comprising a plurality of projectiles, which when hydrated for use according to the included instructions, comprise substantially spherical soft-projectiles formed from hydrated super absorbent polymer. On information and belief, including from testing and comparison to known super absorbent polymer ammunition, the Respondent's "beads" are comprised of super absorbent polymer. *See, e.g.*:

Claim No.	Infringement Evidence
	"ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"  *Outer packaging*

Claim No.	Infringement Evidence
	"ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"



Outer packaging (detail)

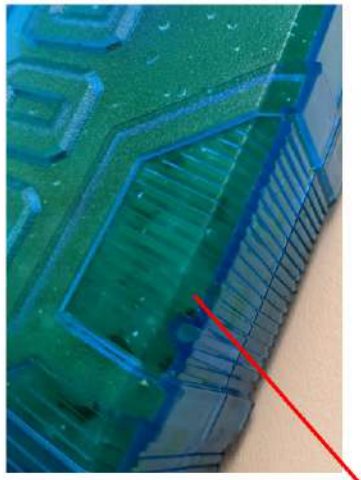
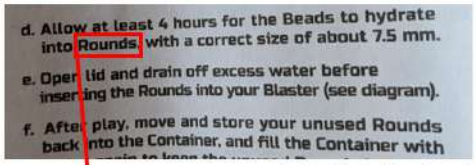


Included instructions (page 1)



Assembled according to product instructions, including hydration of included "Gel-Tek Beads"

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Claim No.	Infringement Evidence
	 *Assembled according to product instructions, including hydration of included "Gel-Tek Beads"*  *Included instructions (page 1)*  *Included instructions (page 1)*  *https://hydrostrikegelblasters.com/* "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"

Claim No.	Infringement Evidence
	 *Weight of included bead before hydration*  *Weight of bead after following "Hydrating Your Gel-Tek Beads" instructions in package* **How do I use gel beads?** To prepare the beads, just add them to any container, fill the container with water, and let them soak for up to 4 hours. Once the beads are ready, add them to your favorite water bead blaster. The beads splash on impact and dissolve for a burst of adventure! **Are Gel-Tek gel beads non-toxic?** Absolutely! They are made of a non-toxic, biodegradable material. You can play for hours without any worries about what you're leaving behind. *https://hydrostrikegelblasters.com/* "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"
[1.2] and a projectile launcher for launching the ammunition in free flight.	Hydro Strike Pulsar Pro includes a projectile launcher for launching the ammunition in free flight. *See, e.g.*:

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Claim No.	Infringement Evidence
	 *Outer packaging* "a projectile launcher for launching the ammunition in free flight"

Claim No.	Infringement Evidence
	  *What is the velocity of the blaster?* The Nebula Pro fires up to 160 FPS. The Pulsar Pro fires up to 200 FPS. *https://hydrostrikegelblasters.com/shop/gel-blasters/hydro-strike-gel-bead-blasters-pulsar-pro/* "a projectile launcher for launching the ammunition in free flight"

EXHIBIT 8F

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

Infringement Claim Chart for U.S. Patent No. 8,640,683 – SRB400

No part of this exemplary chart construes, or is intended to construe, the claims, specification, or prosecution history of the '683 patent. The claims have not been construed. The following claims and claim limitations are satisfied literally and/or under the doctrine of equivalents unless specifically noted. This exemplary chart does not limit, and is not intended to limit, Hasbro's positions or contentions on claim construction, infringement, domestic industry, or validity. Further, Hasbro reserves the right to rely on other claims and/or products to establish infringement or to establish the technical prong of the domestic industry requirement. This chart should not be construed as providing any positions on claim construction, such as, for example, whether any claim preamble should be limiting or whether any claim element is subject to 35 U.S.C. § 112(f). The evidence cited to is exemplary and non-limiting. Hasbro reserves the right to update its infringement and domestic industry contentions through discovery.

Claim No.	Infringement Evidence
Claim 1.	
[1.pre] A projectile launching system, comprising:	SRB400 is a projectile launching system. *See, e.g.*:  *Outer packaging*

Claim No.	Infringement Evidence
	 *Package contents*

Claim No.	Infringement Evidence
	 *Assembled according to product instructions, including hydration of included "Splatrball" ammunition*

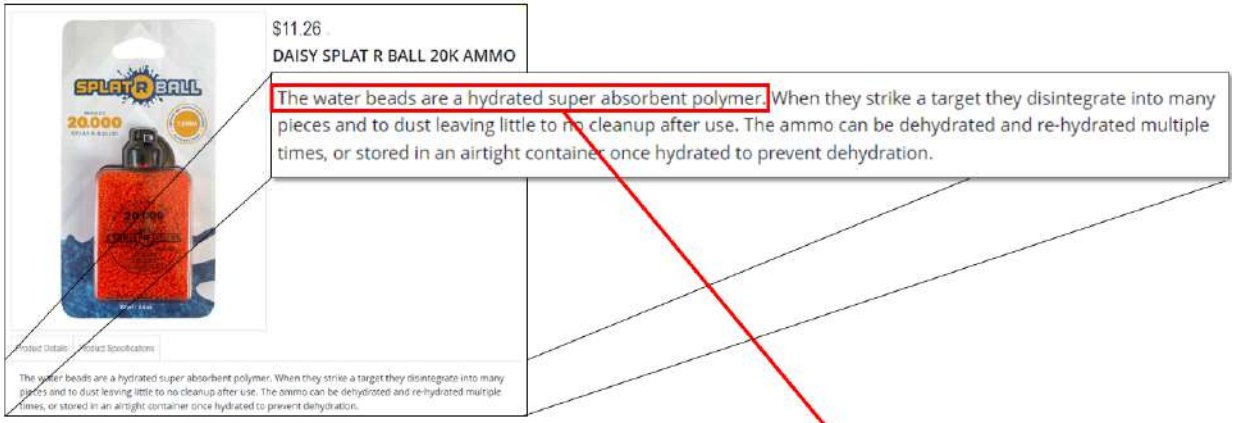
Claim No.	Infringement Evidence
	HOW TO HYDRATE SPLAT-R-BALL™ AMMO 1. Use Certified SPLAT-R-BALL™ ammo only. 2. **To hydrate properly, pour ammo into a bucket-like container and add water to cover. Soak for 4 hours. Correct ratio add 1/2 teaspoon dry ammo to 8 ounces of water, or simply add one 500-count pack of dehydrated Splat-R Ball™ ammo to the ammo bottle (included) and fill with water to the neck. Too little water will result in small ammo that will not function properly.** 3. Drain all excess water before loading magazine. 4. To hydrate large quantities of SPLAT-R-BALL™ ammo, use a 5-gallon bucket or similar large container.  *Instructions in product package (page 1)* **HOW TO OPERATE** 1. To load ammo into SPLAT-R-BALL™ magazine, open magazine loading door and pour in ammo. Make sure all excess water has been removed before filling the magazine. Do not overfill. 2. When magazine is filled, close magazine loading door and insert magazine into bottom of Splat-R-Ball™. You should hear a click when magazine is fully seated. 3. Using the Selector Switch on side of gun, select shooting option you prefer – OFF (X), SEMI (O) and FULL-AUTO (OOO). Always keep the Switch set to "OFF" (X) until ready to shoot. The SEMI setting (O) sends one SPLAT-R-BALL™ downrange each time the trigger is pulled. The FULL-AUTO setting (OOO) will continually send Splat-R-Balls™ downrange as long as the trigger is pulled. 4. After making certain of your target and what is beyond it, place finger on trigger, aim in a safe direction and depress trigger to shoot. **Always wear eye protection when shooting or observing.** *Instructions in product package (page 1)* =  *Assembled according to product instructions, including hydration of included "SplatRBall" ammunition*
[1.1] ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer;	SRB400 includes ammunition comprising a plurality of projectiles, which when hydrated for use according to the included instructions, comprise substantially spherical soft-projectiles formed from hydrated super absorbent polymer. *See, e.g.*:

Claim No.	Infringement Evidence
	 *Assembled according to product instructions, including hydration of included "Splatrball" ammunition* "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"  *Outer packaging*

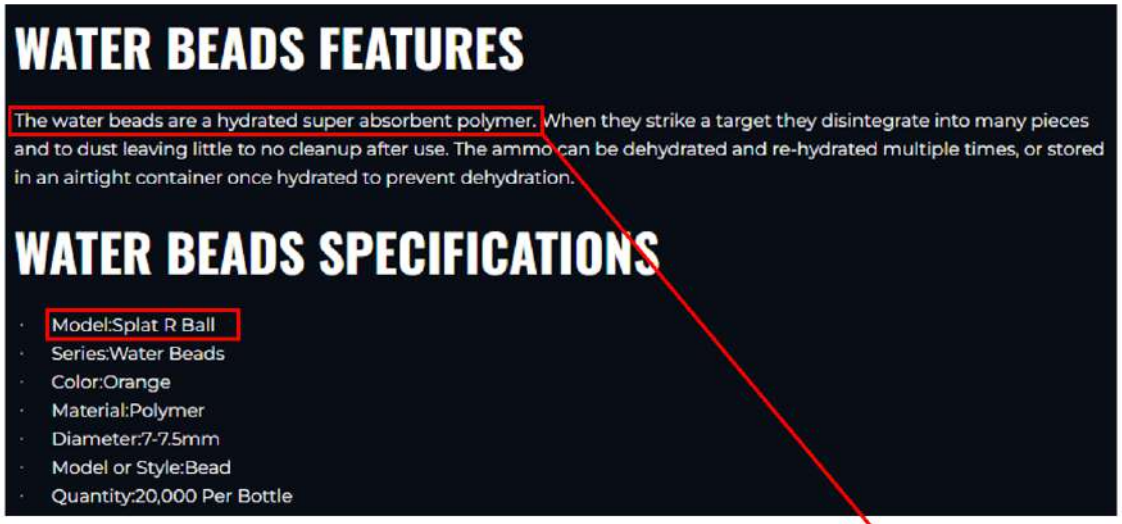
Claim No.	Infringement Evidence
	"ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"  *Outer packaging (detail)* The new SplatRBall® Blaster shoots soft, non-toxic SplatRBall® ammunition in both semi-auto and full-auto mode. In full-auto mode, up to 8 rounds per second are sent downrange at a velocity of up to 200 fps. *https://splatrball.com/product/srb400-full-semi-auto-soft-water-bead-blaster/*  *Assembled according to product instructions, including hydration of included "Splatrball" ammunition*

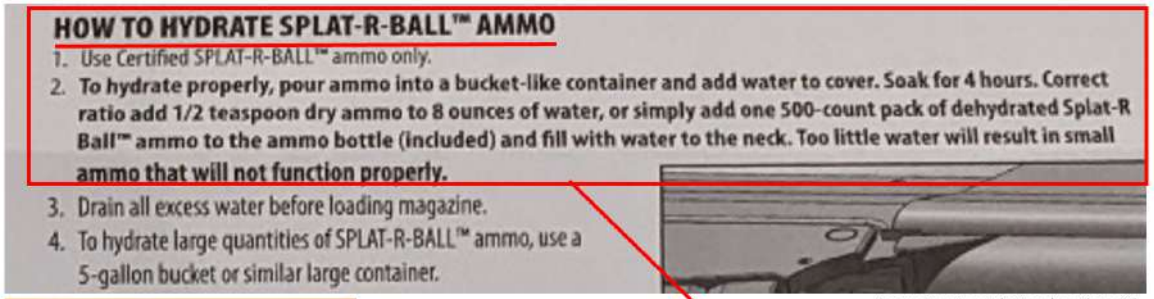
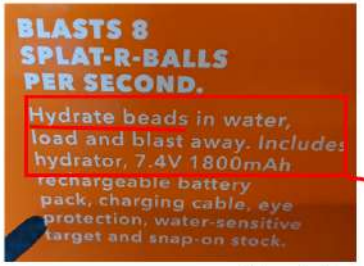
Claim No.	Infringement Evidence
	 *Assembled according to product instructions, including hydration of included "Splatrball" ammunition* 【Water Gel Ball Blaster】Gel Blaster water beads that break on impact. Gel Balls are completely disappeared once dry, without stain or cleanup! *Splat-R-Ball website: https://splatrball.com/product/srb400-full-semi-auto-soft-water-bead-blaster/* **Accessories Included**  5,000 dehydrated beads Easy-load Ammo Bottle (500 rounds) *Splat-R-Ball website: https://splatrball.com/product/srb400-full-semi-auto-soft-water-bead-blaster/* "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"

Claim No.	Infringement Evidence
	 Further, multiple websites describe the Splat-R-Ball ammunition with the identical language: "The water beads are a hydrated super absorbent polymer. When they strike a target they disintegrate into many pieces and to dust leaving little to no cleanup after use. The ammo can be dehydrated and re-hydrated multiple times, or stored in an airtight container once hydrated to prevent dehydration." On information and belief, Splat-R-Ball provides this description to retailers of its products:

Claim No.	Infringement Evidence
	 *https://www.huntershollow.com/parts-gear/airguns/daisy-950002-splat-r-ball-20k-ammo* "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"

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Claim No.	Infringement Evidence
	 *https://grabagun.com/splat-r-ball-water-beads-orange-20-000-per-bottle.html* "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"

Claim No.	Infringement Evidence
	 *Instructions in product package (page 1)*  *Outer packaging* "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"

Claim No.	Infringement Evidence
	 *Package contents*  *https://splatrball.com/product/water-ball-gel-bead-ammo/* "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"
[1.2] and a projectile launcher for launching the ammunition in free flight.	SRB400 includes a projectile launcher for launching the ammunition in free flight. *See, e.g.*:

Claim No.	Infringement Evidence
	 *Assembled according to product instructions, including hydration of included "Splatrball" ammunition*  *Outer packaging* "a projectile launcher for launching the ammunition in free flight"

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Claim No.	Infringement Evidence
	 *Outer packaging* The new SplatRBall® Blaster shoots soft, non-toxic SplatRBall® ammunition in both semi-auto and full-auto mode. In full-auto mode, up to 8 rounds per second are sent downrange at a velocity of up to 200 fps. *https://splatrball.com/product/srb400-full-semi-auto-soft-water-bead-blaster/* "a projectile launcher for launching the ammunition in free flight"

EXHIBIT 8G

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

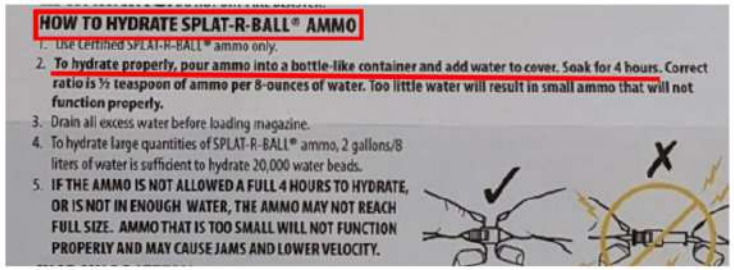
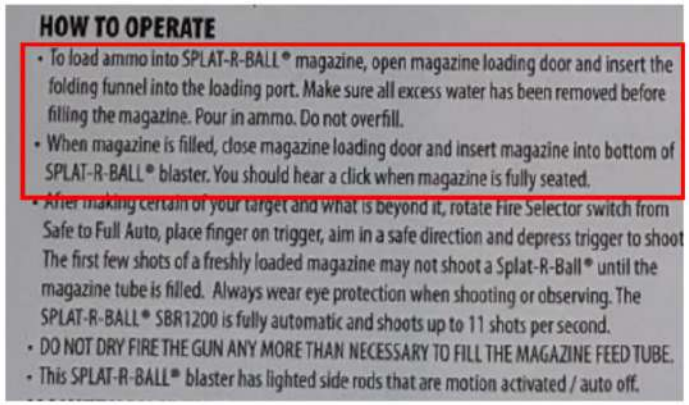
Infringement Claim Chart for U.S. Patent No. 8,640,683 – SRB1200

No part of this exemplary chart construes, or is intended to construe, the claims, specification, or prosecution history of the '683 patent. The claims have not been construed. The following claims and claim limitations are satisfied literally and/or under the doctrine of equivalents unless specifically noted. This exemplary chart does not limit, and is not intended to limit, Hasbro's positions or contentions on claim construction, infringement, domestic industry, or validity. Further, Hasbro reserves the right to rely on other claims and/or products to establish infringement or to establish the technical prong of the domestic industry requirement. This chart should not be construed as providing any positions on claim construction, such as, for example, whether any claim preamble should be limiting or whether any claim element is subject to 35 U.S.C. § 112(f). The evidence cited to is exemplary and non-limiting. Hasbro reserves the right to update its infringement and domestic industry contentions through discovery.

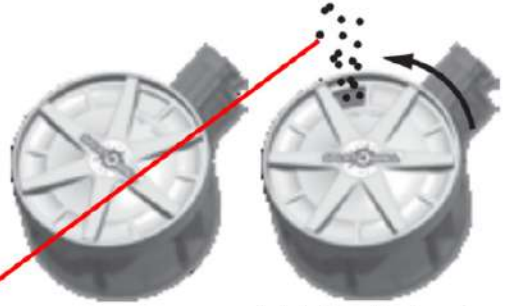
Claim No.	Infringement Evidence
Claim 1.	
[1.pre] A projectile launching system, comprising:	SRB1200 is a projectile launching system. *See, e.g.*:  *Outer packaging*

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Claim No.	Infringement Evidence
	 *Package contents*

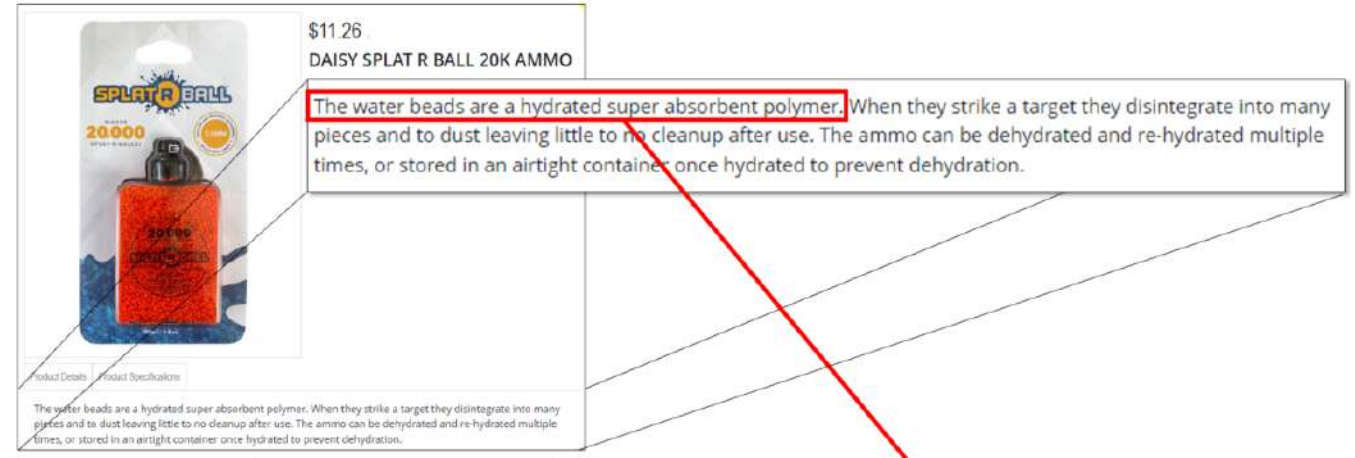
Claim No.	Infringement Evidence
	  *Instructions in product package (page 1)* Following instructions: "A projectile launching system, comprising: ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer; and a projectile launcher for launching the ammunition in free flight." =  *Assembled according to product instructions, including hydration of included "SplatRBall" ammunition*
[1.1] ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer;	SRB1200 includes ammunition comprising a plurality of projectiles, which when hydrated for use according to the included instructions, comprise substantially spherical soft-projectiles formed from hydrated super absorbent polymer. *See, e.g.*:

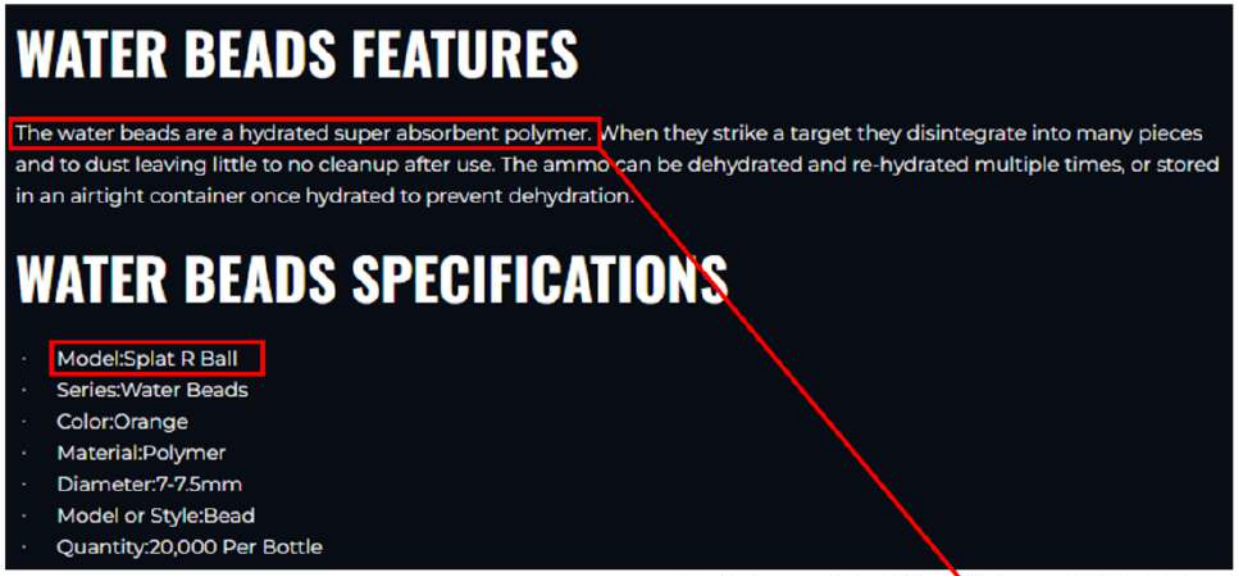
Claim No.	Infringement Evidence
	 *Assembled according to product instructions, including hydration of included "Splatrball" ammunition* "A projectile launching system, comprising" "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"  *Outer packaging*

Claim No.	Infringement Evidence
	 *Assembled according to product instructions, including hydration of included "Splatrball" ammunition* 【Water Gel Ball Blaster】 The water ball bead ammo hydrates in 4 hours and fragment on impact. They are non-toxic, non-staining and can be rehydrated. Easy clean up! Powered by a 7.4V rechargable battery – 5000 shots per battery charge. *https://splatrball.com/product/srb1200-full-auto-electric-rechargeable-soft-water-bead-blaster-kit/*  *Included instructions (page 1)* "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"

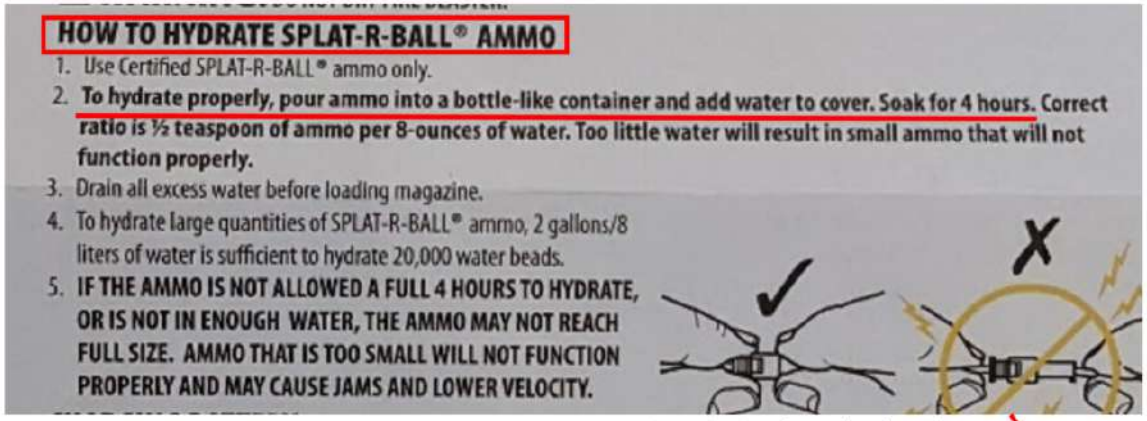
Claim No.	Infringement Evidence
	SRB1200 KIT **FULL AUTO SOFT WATER BEAD BLASTER** Experience Full Auto like never before. Drum mag with 1,200 round capacity. 11 rounds per second. This **KIT** includes: – Water bead blaster – 6,000 rounds of SplatRBall ammunition – Safety glasses – SplatRBall collapsible funnel for magazine quick loading – 1,200 round drum magazine – Rechargeable 7.4V 1800mAh battery with charging cable – Water activated target *https://splatrball.com/product/srb1200-full-auto-electric-rechargeable-soft-water-bead-blaster-kit/*  *Assembled according to product instructions, including hydration of included "Splatrball" ammunition* "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer" Further, multiple websites describe the Splat-R-Ball ammunition with the identical language: "The water beads are a hydrated super absorbent polymer. When they strike a target they disintegrate into many pieces and to dust leaving little to no cleanup after use. The ammo can be dehydrated and re-hydrated multiple times, or stored in an airtight container once hydrated to prevent dehydration." On information and belief, Splat-R-Ball provides this description to retailers of its products:

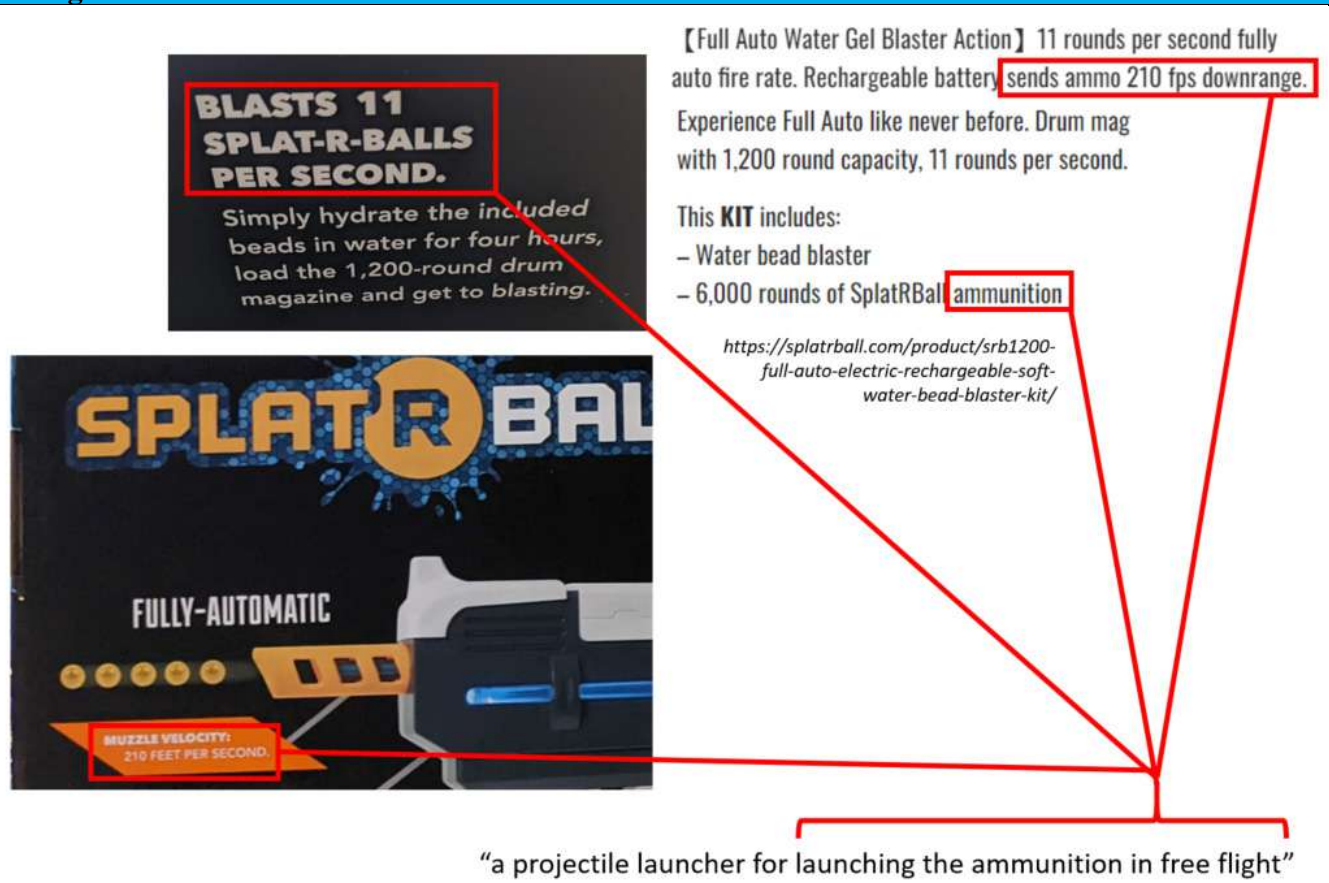
284

Claim No.	Infringement Evidence
	 $11.26 DAISY SPLAT R BALL 20K AMMO The water beads are a hydrated super absorbent polymer. When they strike a target they disintegrate into many pieces and to dust leaving little to no cleanup after use. The ammo can be dehydrated and re-hydrated multiple times, or stored in an airtight container once hydrated to prevent dehydration. https://www.huntershollow.com/parts-gear/airguns/daisy-950002-splat-r-ball-20k-ammo "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"

Claim No.	Infringement Evidence
	 "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"

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Claim No.	Infringement Evidence
	 *Instructions in product package (page 1)* "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"
[1.2] and a projectile launcher for launching the ammunition in free flight.	SRB1200 includes a projectile launcher for launching the ammunition in free flight. *See, e.g.*:

Claim No.	Infringement Evidence
	

Claim No.	Infringement Evidence
	 *Assembled according to product instructions, including hydration of included "Splatrball" ammunition*  *Outer packaging* "a projectile launcher for launching the ammunition in free flight"

[redacted]

EXHIBIT 9A

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

REDACTED IN ITS ENTIRETY

[redacted]

EXHIBIT 10A

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

REDACTED IN ITS ENTIRETY

[redacted]

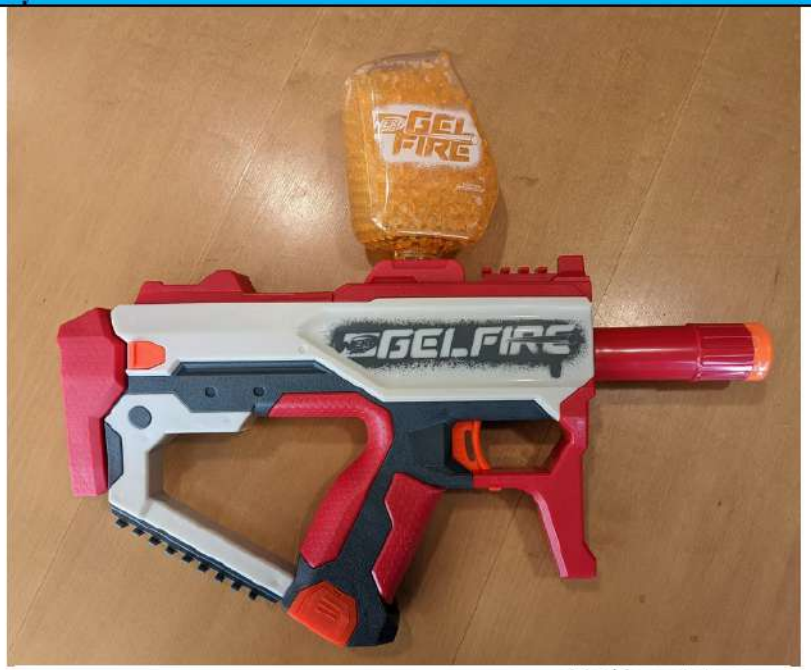
EXHIBIT 9B

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

Domestic Industry Claim Chart for U.S. Patent No. 8,371,282 – Hasbro Nerf Pro Gelfire Mythic

No part of this exemplary chart construes, or is intended to construe, the claims, specification, or prosecution history of the '282 patent. The claims have not been construed. The following claims and claim limitations are satisfied literally and/or under the doctrine of equivalents unless specifically noted. This exemplary chart does not limit, and is not intended to limit, Hasbro's positions or contentions on claim construction, infringement, domestic industry, or validity. Further, Hasbro reserves the right to rely on other claims and/or products to establish the technical prong of the domestic industry requirement or to establish infringement. This chart should not be construed as providing any positions on claim construction, such as, for example, whether any claim preamble should be limiting or whether any claim element is subject to 35 U.S.C. § 112(f). The evidence cited to is exemplary and non-limiting. Hasbro reserves the right to update its infringement and domestic industry contentions through discovery.

Claim No.	Domestic Industry Evidence
Claim 1.	
[1.pre] Ammunition configured for use with a projectile launcher comprising:	Gelfire Mythic includes rounds which, when hydrated for use according to the included instructions, comprise ammunition configured for use with a projectile launcher. *See, e.g.*:  *Outer packaging*

Claim No.	Domestic Industry Evidence
	 *Mythic prototype*

Claim No.	Domestic Industry Evidence
	"Ammunition configured for use with a projectile launcher comprising: a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer"  *Outer packaging (detail)*  *Gelfire ammunition after following included hydration instructions*
[1.1] a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer.	Gelfire Mythic includes a plurality of projectiles which, when hydrated for use according to the included instructions, comprise soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer. *See, e.g.*:  *Outer packaging (detail)*  *Gelfire ammunition after following included hydration instructions* "a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer."

Claim No.	Domestic Industry Evidence
	 Outer packaging (detail)  Outer packaging (detail)  Gelfire ammunition after following included hydration instructions "a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer."

Claim No.	Domestic Industry Evidence
	[redacted] *Included instructions* = Following "Operation Manual" Instructions: "Ammunition configured for use with a projectile launcher comprising: a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer."  *Outer packaging*



EXHIBIT 5

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

REDACTED IN ITS ENTIRETY

[redacted]

EXHIBIT 6

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

[redacted]

UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.

In the Matter of **CERTAIN SOFT PROJECTILE LAUNCHING DEVICES, COMPONENTS THEREOF, AMMUNITION, AND PRODUCTS CONTAINING SAME**	Inv. No. 337-TA-____

DECLARATION OF ADAM KLEINMAN IN SUPPORT OF THE COMPLAINT OF HASBRO, INC. AND SPIN MASTER, INC. UNDER SECTION 337 OF THE TARIFF ACT OF 1930, AS AMENDED

I, Adam Kleinman, have personal knowledge of the facts set forth in this declaration and, if called as a witness, could competently testify thereto. I hereby declare that:

1. I am the Senior Vice President & General Manager, NERF & Sports Action at Hasbro, Inc. ("Hasbro") based in Pawtucket, Rhode Island. I have been with Hasbro since 2009. In my current role, I have overall responsibility over the global NERF and Sports Action business, including product design and development, marketing, franchise development, and brand creative.

2. I make this declaration based on facts that I personally know or have reasonably investigated within Hasbro, including information provided to me by other Hasbro employees that I believe to be accurate.

3. Hasbro is a global play and entertainment company that develops, makes, and sells consumer products for children and families, including toys and games. One of Hasbro's franchise brands is NERF. Among other products, the NERF brand is associated with toy "blasters" that launch foam darts and other soft projectiles.

4. As I lay out below, Hasbro has been developing [redacted] "NERF Pro GelFire" blasters designed to launch spherical projectiles made of a hydrated super absorbent

[redacted]

polymer ("SAP") material. These products fire soft SAP projectiles that burst on impact. [redacted] the NERF Pro GelFire Mythic Blaster, a battery-powered blaster designed to launch hydrated SAP projectiles. An engineering prototype of the NERF Pro GelFire Mythic blaster is pictured below.

Engineering Prototype – NERF Pro GelFire Mythic Blaster



5. Preorders of the NERF Pro GelFire Mythic Blaster began through Hasbro Pulse,[1] Target,[2] and Amazon[3] in July 2022, and Hasbro expects the products to be available on shelves by November 2022. Examples of graphics for the product's packaging are shown below:

[1] *See* https://hasbropulse.com/products/nerf-pro-gelfire-mythic.
[2] *See* https://www.target.com/p/-/A-86913785
[3] *See* https://www.amazon.com/dp/B09W6DXY4N

[redacted]

Product Packaging – NERF Pro GelFire Mythic Blaster



6. Hasbro [redacted] the NERF Pro GelFire Mythic Blaster [redacted]

[redacted] For example, Hasbro [redacted]

[redacted]

[redacted]

7. The above pictures show the assembled [redacted], which fire spherical gel projectiles of hydrated super absorbent polymer. I along with other members of my team at

[redacted]

Hasbro have [redacted] at Hasbro's headquarters in Pawtucket, Rhode Island.

8. [redacted]

9. For purposes of this declaration, I will refer to [redacted]

10. In connection with the development and commercial launch of the [redacted], Hasbro entered a license agreement with Spin Master, Inc. ("Spin Master"),[4] in which Spin Master granted Hasbro an exclusive license [redacted] U.S. Patent No. 8,371,282 ("the '282 patent") and U.S. Patent No. 8,640,683 ("the '683 patent"). In connection with this license agreement [redacted]

11. I am informed by counsel that Hasbro [redacted] Domestic Industry Product, according to its design and intended use, practices at least one claim of the '282 Patent and at least one claim of the '683 Patent. I have been asked to provide information about the

[4] I am informed by counsel that Spin Master is a Delaware corporation with a principal place of business in Los Angeles, CA.

[redacted]

activities that Hasbro has undertaken, and the associated investments that Hasbro has made, in the United States in connection with [redacted]

12. Hasbro has conducted, and continues to conduct, significant activities in the U.S. related to the [redacted] through, among other things, product development, design, engineering, testing, quality assurance, planning, packaging, and branding. Hasbro has conducted such activities at its headquarters in Pawtucket, Rhode Island (1027 Newport Avenue Pawtucket, RI 02861), which is pictured below:

Hasbro Facility at 1027 Newport Avenue



13. Hasbro owns the Pawtucket facility, which includes approximately 345,000 square feet of space. In 2021, the property was appraised for tax purposes at approximately $18.5 million.[5] Hasbro's facilities-related costs associated with the Pawtucket facility (including operating expenses, utilities, maintenance & repair, property taxes, insurance, and other facilities-related costs) were approximately [redacted] in 2021. Hasbro's approved budget for

[5] *See* City of Pawtucket tax assessment records, available at https://gis.vgsi.com/pawtucketri/Parcel.aspx?pid=5261.

[redacted]

facilities-related costs in 2022 for the Pawtucket facility is approximately [redacted]. Approximately [redacted] have worked at Hasbro's Pawtucket facility in 2021 and 2022.

14. [redacted] employees based in Pawtucket have performed work related to the [redacted] (the "DI Employees").[6] Generally speaking, the work began [redacted] from approximately [redacted] and then [redacted] from approximately [redacted]

15. In connection with my overall responsibility over the global NERF and Sports Action business and my oversight of Hasbro's efforts to develop the [redacted], I am generally familiar with the work the DI Employees have performed with respect to the [redacted]. For example, I regularly interact with the DI Employees and attend meetings in which they (or others working with them) discuss their work on the [redacted] and progress towards project milestones, deadlines, and action items. For purposes of providing the Commission with some preliminary information about the nature of their activities, the employees' primary work with respect to the [redacted] can be roughly grouped into four categories: [redacted]

[6] Other Hasbro employees have also performed work related to the [redacted] I am informed by counsel that Hasbro also may rely on these additional employees' work in the course of the proceedings to show additional investments that Hasbro has made in connection with the [redacted]

[redacted]

16. To estimate Hasbro's investment in employee labor with respect to the [redacted], Hasbro's human resources department provided information about the DI Employees' salary and total compensation from [redacted] to the present (excluding any time periods in which they did not work on the [redacted]). I also conferred with the employees regarding the amount of time they have devoted to work on the [redacted] as a percentage of their overall work at Hasbro ("DI Work Mix") during the time periods in which they worked on the [redacted]. In Table 1 below, I have included the salary and compensation information from human resources for these employees during the course of their work on the [redacted],[7] along with their approximate average DI Work Mix. Using this information, I have provided an estimated allocation of the employees' salary and total compensation to the [redacted][8]

Table 1: Labor Investments (Nov. 2021 – Present)

	(A)	(B)	(C)	(D)=(A)*(C)	(E)=(B)*(C)
Category	**Salaries**	**Total Compensation**	**Average DI Work Mix**	**Salaries Allocated** [redacted]	**Total Compensation Allocated** [redacted]
[redacted]					
[redacted]					
[redacted]					
[redacted]					
Total					

[7] Total compensation includes benefits and [redacted]

[8] The amounts in Tables 1-3 are rounded to the nearest $1,000.

[redacted]

17. Using the totals from Table 1, an approximate overall DI Work Mix for all of the DI Employees collectively can be calculated as [redacted] In Table 2 below, I have used that percentage to provide an estimated allocation Hasbro's facilities-related investments since November 2021 to the [redacted].

Table 2: Facilities-Related Investments (Nov. 2021 – Present)

	(A)	(B)	(C)	(D)=(A)*(B)*(C)
Facilities Investments	**Total**	**Employee Ratio**	**Work Mix Ratio**	**Facilities Investments Allocated** [redacted]
Value of Facilities	[redacted]	[redacted]	[redacted]	[redacted]
Facilities-Related Costs	[redacted]	[redacted]	[redacted]	[redacted]

18. In addition to the foregoing facilities and labor investments, Hasbro also has incurred external development costs (e.g., through outside consultants or other vendors) in the course of its development and commercialization of the [redacted]. I am informed by counsel that Hasbro also may rely on these external development costs in the course of the proceedings to show additional investments that Hasbro has made in connection with the [redacted].

19. As Hasbro begins selling the NERF Pro GelFire Mythic Blaster [redacted]

[redacted]

[9] The Hasbro's Pawtucket facility was appraised for tax purpose in 2021 at approximately $18 million. The City of Pawtucket tax assessment records do not yet indicate an appraisal for 2022.
[10] To estimate facilities-related costs for the Pawtucket facility in the [redacted], I multiplied Hasbro's total facilities-related costs for [redacted] To estimate facilities-related cost [redacted], I multiplied Hasbro's approved budget for facilities-related costs in [redacted] for the Pawtucket facility [redacted] Thus, the total estimate for facilities-related costs during the [redacted] through the end of [redacted]

[redacted], Hasbro expects to make significant additional investments in the United States in labor[redacted], along with additional investments in facilities and [redacted] costs, as well as new categories of sales/support costs as the [redacted] enter the marketplace.

20. I have been asked by counsel to describe the "tangible steps" that Hasbro has completed in connection with the development and commercialization of the [redacted] There are many. For example, with respect to product design, Hasbro completed [redacted]

21. With respect to [redacted]

[redacted]

22. Hasbro has also completed numerous steps related to [redacted] launch the NERF Pro GelFire Mythic Blaster. For example, Hasbro has [redacted]. With respect to sales, as discussed above, preorders of the NERF Pro GelFire Mythic Blaster began in July 2022, and Hasbro expects the products to be available on shelves and for sale online to retail customers by November 2022. Finally, Hasbro has also begun planning for post-sale customer care.

23. I have also been asked by counsel to address whether in my view, there is a "significant likelihood" that Hasbro's development and commercialization efforts will result in the commercial production, launch, and sale of Domestic Industry Products. I believe there is, and I have devoted a significant portion of my time over the last several months to ensure that the project is on track for a commercial launch. As discussed above, Hasbro is commercially launching the [redacted], NERF Pro GelFire Mythic Blaster. After launch, Hasbro has planned [redacted] of the NERF Pro GelFire Mythic Blaster and related content. These [redacted] significant post-launch activities that Hasbro plans to conduct from its Pawtucket facility. [redacted]

[redacted]

24. I am informed that for purposes of reviewing Hasbro's investments with respect to the [redacted], the International Trade Commission will consider Hasbro's investments across three categories: (A) significant investment in plant and equipment; (B) significant employment of labor or capital; and (C) substantial investment in its exploitation, including engineering, research and development, or licensing. I have summarized Hasbro's investments (as reported above) in these categories in the following table:

Table 3. Summary of Current Investments Related to [redacted]

Category	Constituent Investments Allocated [redacted]	Total Investment[11] Allocated [redacted]
(A) Plant and Equipment	[redacted] (Pawtucket Facility – Value Exploited) [redacted] (Pawtucket Facility – Operating Expenses)	*See constituent investments. Values are not additive.*
(B) Labor or Capital	[redacted] (Labor, Total Compensation) [redacted] (Capital Investment in License Fees)	[redacted]
(C) Eng'g, R&D, or Licensing	[redacted] (Engineering and R&D Labor, Total Compensation) [redacted] (License Fees)	[redacted]

[11] For categories (B) and (C), the total investment reported here is the sum of the constituent investments.

[redacted]

25. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: 7/25/22

Adam Kleinman
Pawtucket, RI

[redacted]

EXHIBIT 10B

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

Domestic Industry Claim Chart for U.S. Patent No. 8,640,683 – Hasbro Nerf Pro Gelfire Mythic

No part of this exemplary chart construes, or is intended to construe, the claims, specification, or prosecution history of the '683 patent. The claims have not been construed. The following claims and claim limitations are satisfied literally and/or under the doctrine of equivalents unless specifically noted. This exemplary chart does not limit, and is not intended to limit, Hasbro's positions or contentions on claim construction, infringement, domestic industry, or validity. Further, Hasbro reserves the right to rely on other claims and/or products to establish the technical prong of the domestic industry requirement or to establish infringement. This chart should not be construed as providing any positions on claim construction, such as, for example, whether any claim preamble should be limiting or whether any claim element is subject to 35 U.S.C. § 112(f). The evidence cited to is exemplary and non-limiting. Hasbro reserves the right to update its infringement and domestic industry contentions through discovery.

Claim No.	Domestic Industry Evidence
Claim 1.	
[1.pre] A projectile launching system, comprising:	Gelfire Mythic is a projectile launching system. *See, e.g.*:  *Outer packaging*

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Claim No.	Domestic Industry Evidence
	 *Mythic prototype*
[1.1] ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer;	Gelfire Mythic includes ammunition comprising a plurality of projectiles, which when hydrated for use according to the included instructions, comprise substantially spherical soft-projectiles formed from hydrated super absorbent polymer. *See, e.g.*:

Claim No.	Domestic Industry Evidence



Outer packaging (detail)

"ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"



Outer packaging (detail)

"ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"



Included instructions (detail)



Outer packaging (detail)



Outer packaging (detail)





Gelfire ammunition after following included hydration instructions

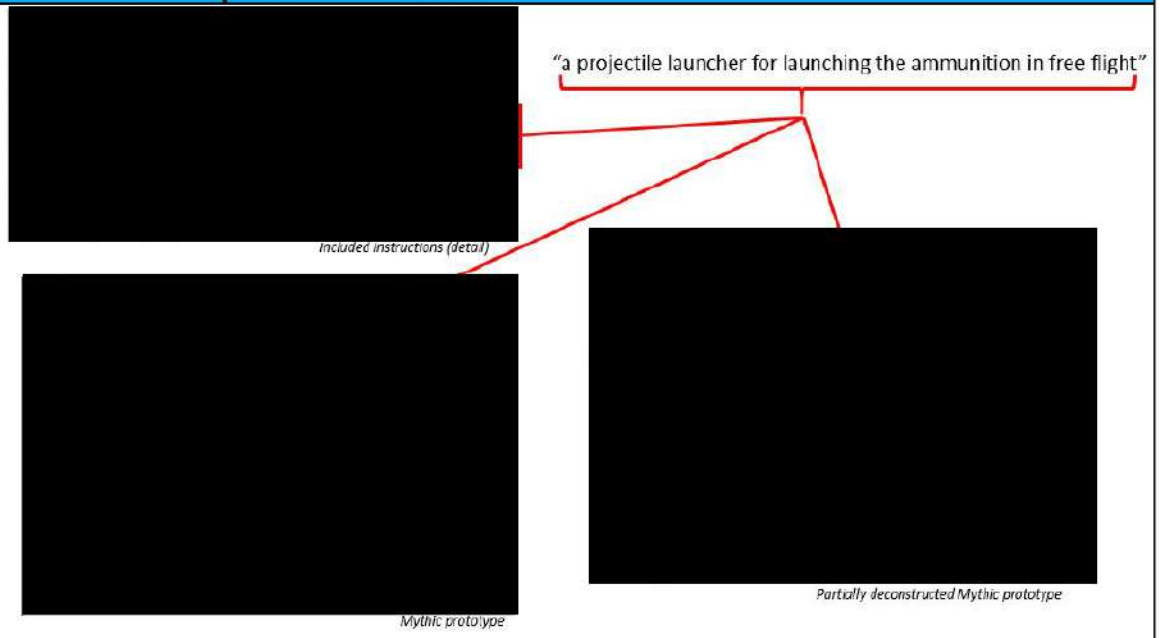
Claim No.	Domestic Industry Evidence
	 Outer packaging (detail)  Outer packaging (detail)  Gelfire ammunition after following included hydration instructions "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"

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Claim No.	Domestic Industry Evidence
	[redacted]  Outer packaging (detail)  Outer packaging (detail)  Gelfire ammunition after following included hydration instructions "ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer"
[1.2] and a projectile launcher for launching the ammunition in free flight.	Gelfire Mythic includes a projectile launcher for launching the ammunition in free flight. *See, e.g.*:

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Claim No.	Domestic Industry Evidence
	 *Mythic prototype*  *Outer packaging (detail)* "a projectile launcher for launching the ammunition in free flight"

Claim No.	Domestic Industry Evidence
	

Claim No.	Domestic Industry Evidence
	[redacted] *Included instructions* = Following "Set-Up Instructions": "A projectile launching system, comprising: ammunition comprising a plurality of substantially spherical soft-projectiles formed from hydrated super absorbent polymer; and a projectile launcher for launching the ammunition in free flight."  *Outer packaging*

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EXHIBIT 7A

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

Infringement Claim Chart for U.S. Patent No. 8,371,282 – Gel Blaster Starfire

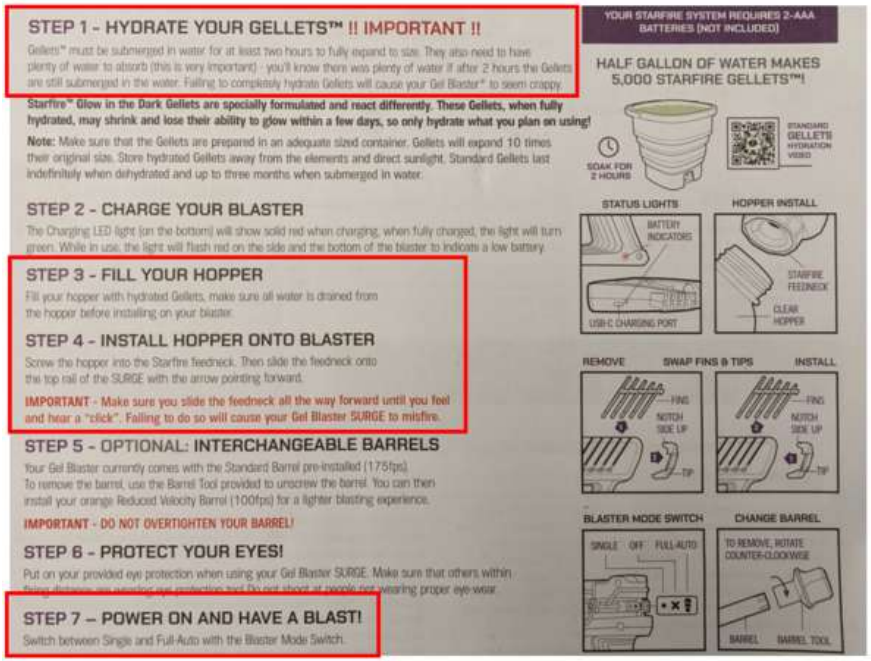
No part of this exemplary chart construes, or is intended to construe, the claims, specification, or prosecution history of the '282 patent. The claims have not been construed. The following claims and claim limitations are satisfied literally and/or under the doctrine of equivalents unless specifically noted. This exemplary chart does not limit, and is not intended to limit, Hasbro's positions or contentions on claim construction, infringement, domestic industry, or validity. Further, Hasbro reserves the right to rely on other claims and/or products to establish infringement or to establish the technical prong of the domestic industry requirement. This chart should not be construed as providing any positions on claim construction, such as, for example, whether any claim preamble should be limiting or whether any claim element is subject to 35 U.S.C. § 112(f). The evidence cited to is exemplary and non-limiting. Hasbro reserves the right to update its infringement and domestic industry contentions through discovery.

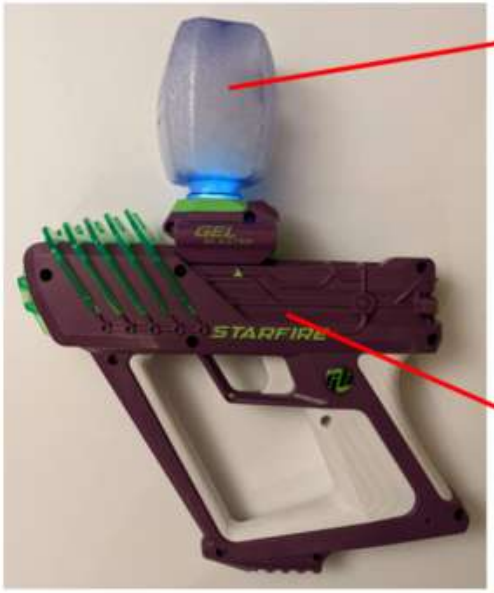
Claim No.	Infringement Evidence
Claim 1.	
[1.pre] Ammunition configured for use with a projectile launcher comprising:	Gel Blaster Starfire includes "Gellets" which, when hydrated for use according to the included instructions, comprise ammunition configured for use with a projectile launcher. *See, e.g.*:  *Outer packaging*

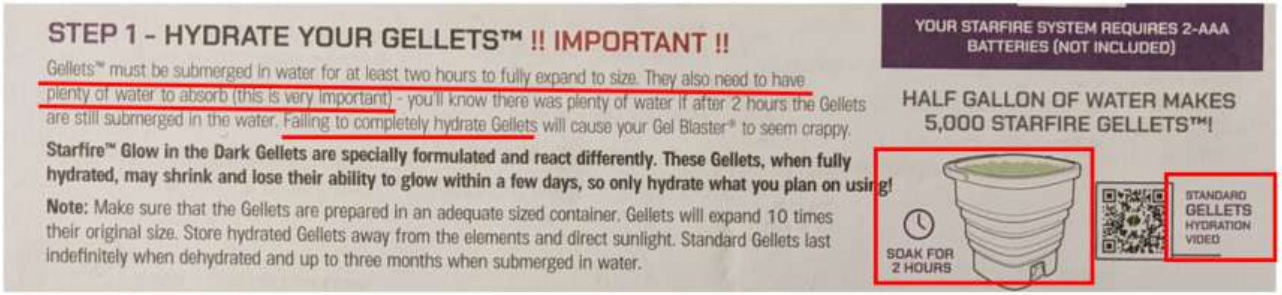
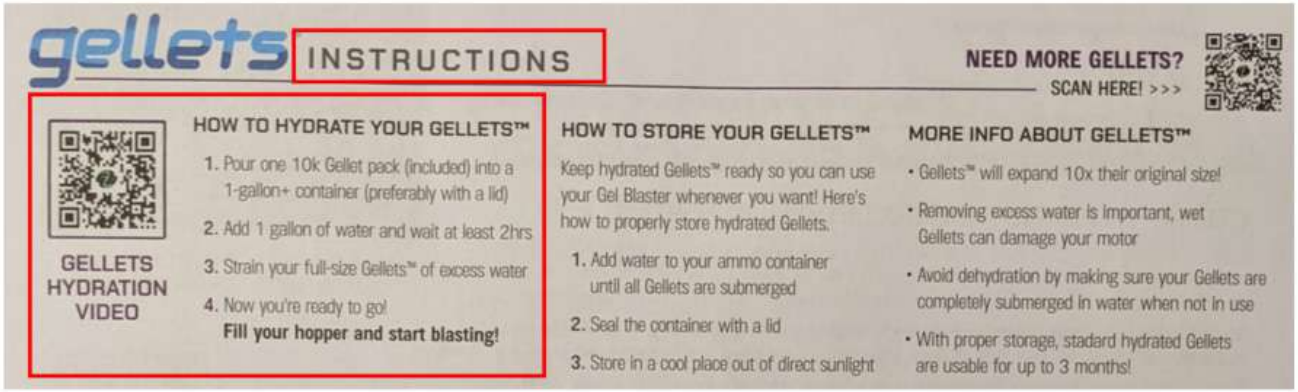
322

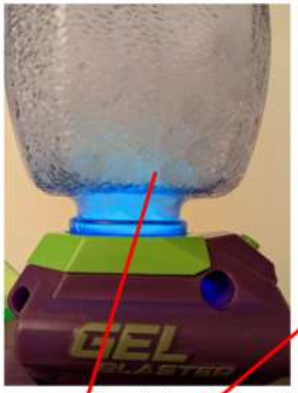
Claim No.	Infringement Evidence
	 *Outer packaging*

Claim No.	Infringement Evidence
	 *Package contents*

Claim No.	Infringement Evidence
	 *Instructions in product package (page 1)* Following instructions: "Ammunition configured for use with a projectile launcher comprising: a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer." =  *Assembled according to product instructions, including hydration of included "gellet" ammunition*
[1.1] a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer.	Gel Blaster Starfire includes a plurality of projectiles which, when hydrated for use according to the included instructions, comprise soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer. *See, e.g.*:

Claim No.	Infringement Evidence
	 *Assembled according to product instructions, including hydration of included "gellet" ammunition* "Ammunition configured for use with a projectile launcher comprising: a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer." "projectile launcher"  *outer packaging*

Claim No.	Infringement Evidence
	 "GROW YOUR OWN GLOW-IN-THE-DARK AMMO, JUST ADD WATER!" *outer packaging*  *Instructions in product package (page 1)*  *Instructions in product package (page 2)*

Claim No.	Infringement Evidence
	 *Package contents*  *Assembled according to product instructions, including hydration of included "gellet" ammunition*  *Outer packaging of "Gel Blaster Collapsible Gellet Tub with Lid" accessory* **What Is Gel Blaster?** When it comes to gel blasters, they are designed as projectiles for the purpose of recreation and joy. But unlike paintball and BB guns, these creative water bead guns shoot water-based gel balls or beads that are environmentally friendly, non-toxic, and non-staining. The pellets are soft and safe, making them ideal for indoor use. And yes, gel blasters are 100% legal in the United States! *Gel Blaster website: https://gelblaster.com/blogs/news/gel-blaster-vs-splatrball* "a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer."

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Claim No.	Infringement Evidence
	 *Description on GelBlaster Collapsible Gellet Tub with Lid* GelBlaster Gellets™ are small, colorful, hydrating balls made out of Super Absorbent Polymer (SAP), an all natural, non-toxic, non-irritating, starch-based material. GelBlaster Gellets™ burst on contact and immediately begin to disintegrate. *Gel Blaster website: https://gelblaster.com/products/gelblaster-gellets* **GROW YOUR AMMO USING OUR GELLETS™** Our patented, no mess, no clean-up Gellets™ burst on impact and evaporate in 30 minutes or less. Made using Super Absorbent Polymers (SAP), an all-natural, non-toxic, water-based material, so you can blast them anywhere. Spend less time cleaning and more time having a blast! *Gel Blaster website: https://gelblaster.com/products/gel-blaster-starfire* **HOW DO GELLETS™ WORK?** Soak our patented Gellets™ in water for just 2 hours and watch your gel pellets balloon into Gellets™. All natural, non-toxic, non-irritating, starch-based material that bursts on contact and immediately evaporates. No stains, no residue, and no mess. *Gel Blaster website: https://gelblaster.com/products/gel-blaster-starfire* "a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer."

EXHIBIT 7B

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

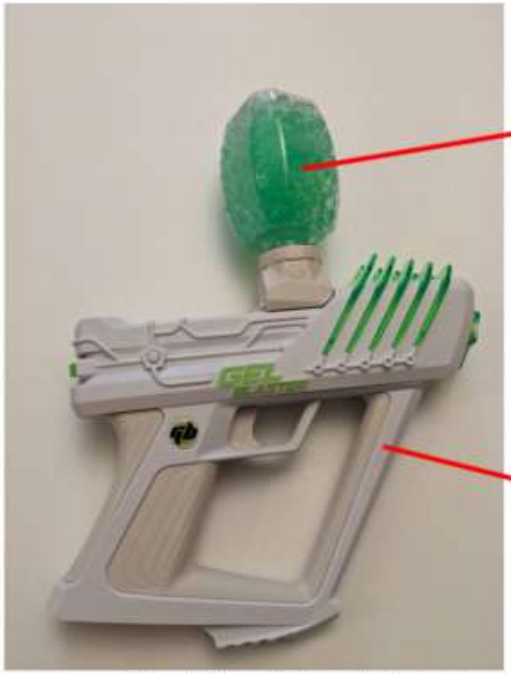
Infringement Claim Chart for U.S. Patent No. 8,371,282 – Gel Blaster Surge

No part of this exemplary chart construes, or is intended to construe, the claims, specification, or prosecution history of the '282 patent. The claims have not been construed. The following claims and claim limitations are satisfied literally and/or under the doctrine of equivalents unless specifically noted. This exemplary chart does not limit, and is not intended to limit, Hasbro's positions or contentions on claim construction, infringement, domestic industry, or validity. Further, Hasbro reserves the right to rely on other claims and/or products to establish infringement or to establish the technical prong of the domestic industry requirement. This chart should not be construed as providing any positions on claim construction, such as, for example, whether any claim preamble should be limiting or whether any claim element is subject to 35 U.S.C. § 112(f). The evidence cited to is exemplary and non-limiting. Hasbro reserves the right to update its infringement and domestic industry contentions through discovery.

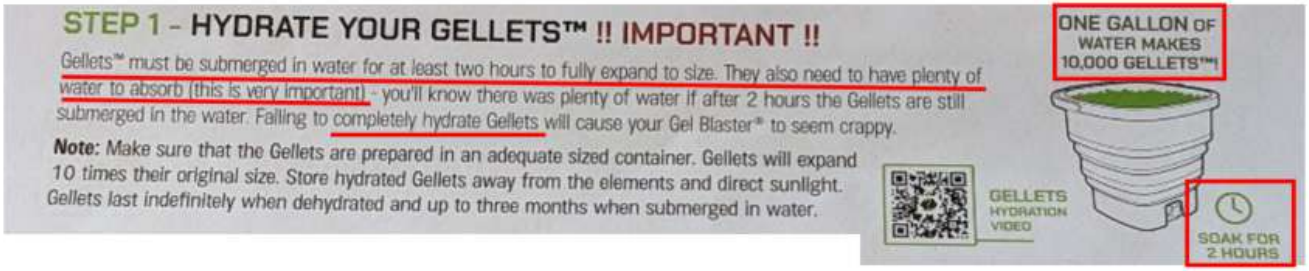
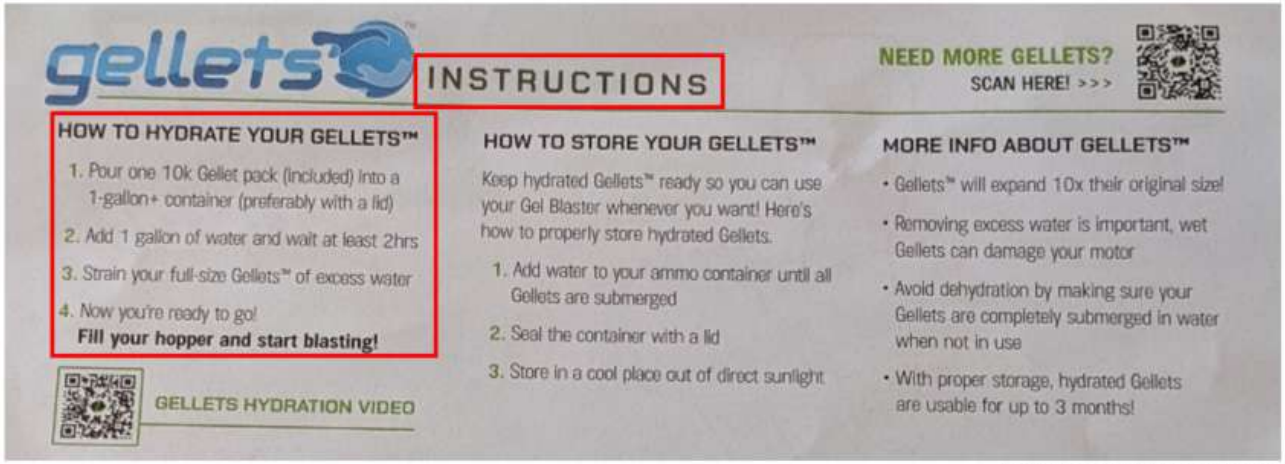
Claim No.	Infringement Evidence
Claim 1.	
[1.pre] Ammunition configured for use with a projectile launcher comprising:	Gel Blaster Surge includes "Gellets" which, when hydrated for use according to the included instructions, comprise ammunition configured for use with a projectile launcher. *See, e.g.*:  Outer packaging

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Claim No.	Infringement Evidence
	 Package contents

Claim No.	Infringement Evidence
	 Assembled according to product instructions, including hydration of included "gellet" ammunition "Ammunition configured for use with a projectile launcher" "projectile launcher"  outer packaging
[1.1] a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer.	Gel Blaster Surge includes a plurality of projectiles which, when hydrated for use according to the included instructions, comprise soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer. *See, e.g.*:

Claim No.	Infringement Evidence
	 *Assembled according to product instructions, including hydration of included "gellet" ammunition* "a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer"  *outer packaging*

Claim No.	Infringement Evidence
	 "GROW YOUR OWN AMMO, JUST ADD WATER!" *outer packaging*  *Instructions in product package (page 1)*  *Instructions in product package (page 2)*

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Claim No.	Infringement Evidence
	 *Package contents*  *Assembled according to product instructions, including hydration of included "gellet" ammunition*  *Outer packaging of "Gel Blaster Collapsible Gellet Tub with Lid" accessory* **What Is Gel Blaster?** When it comes to gel blasters, they are designed as projectiles for the purpose of recreation and joy. But unlike paintball and BB guns, these creative water bead guns shoot water-based gel balls or beads that are environmentally friendly, non-toxic, and non-staining. The pellets are soft and safe, making them ideal for indoor use. And yes, gel blasters are 100% legal in the United States! *Gel Blaster website: https://gelblaster.com/blogs/news/gel-blaster-vs-splatrball* "a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer."

Claim No.	Infringement Evidence
	 *Description on GelBlaster Collapsible Gellet Tub with Lid* GelBlaster Gellets™ are small, colorful, hydrating balls made out of Super Absorbent Polymer (SAP), an all natural, non-toxic, non-irritating, starch-based material. GelBlaster Gellets™ burst on contact and immediately begin to disintegrate. *Gel Blaster website: https://gelblaster.com/products/gelblaster-gellets* "a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer."

337

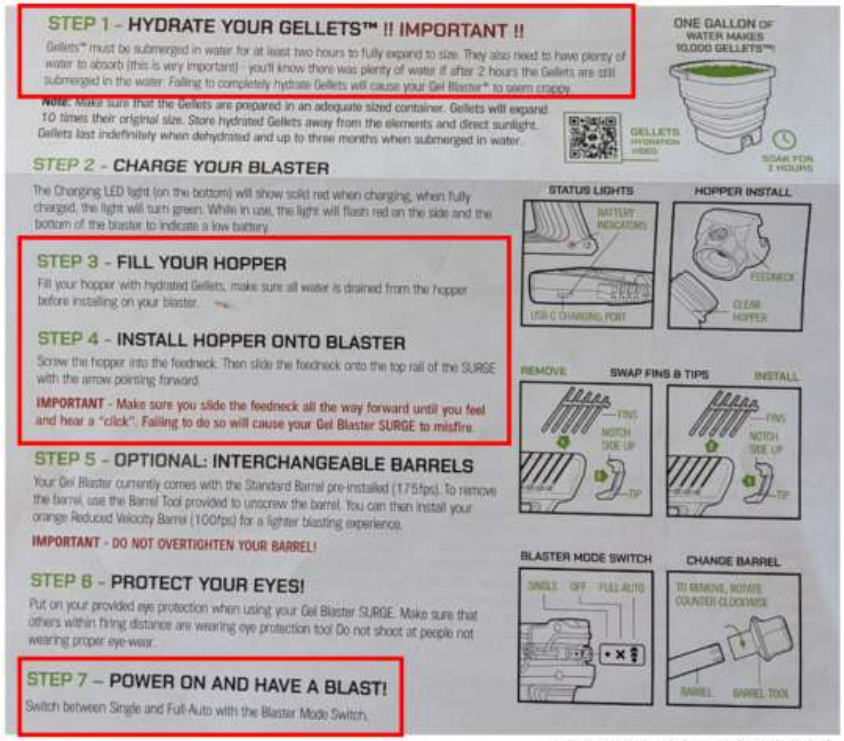
Claim No.	Infringement Evidence
	 *Instructions in product package (page 1)* Following "Gel Blaster Surge" instructions: "Ammunition configured for use with a projectile launcher comprising: a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer." =  *Assembled according to product instructions, including hydration of included "gellet" ammunition*

EXHIBIT 7C

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

Infringement Claim Chart for U.S. Patent No. 8,371,282 – Hydro Strike Nebular Pro

No part of this exemplary chart construes, or is intended to construe, the claims, specification, or prosecution history of the '282 patent. The claims have not been construed. The following claims and claim limitations are satisfied literally and/or under the doctrine of equivalents unless specifically noted. This exemplary chart does not limit, and is not intended to limit, Hasbro's positions or contentions on claim construction, infringement, domestic industry, or validity. Further, Hasbro reserves the right to rely on other claims and/or products to establish infringement or to establish the technical prong of the domestic industry requirement. This chart should not be construed as providing any positions on claim construction, such as, for example, whether any claim preamble should be limiting or whether any claim element is subject to 35 U.S.C. § 112(f). The evidence cited to is exemplary and non-limiting. Hasbro reserves the right to update its infringement and domestic industry contentions through discovery.

Claim No.	Infringement Evidence
Claim 1.	
[1.pre] Ammunition configured for use with a projectile launcher comprising:	Hydro Strike Nebular Pro includes "Gel-Tek Beads" which, when hydrated for use according to the included instructions, comprise ammunition configured for use with a projectile launcher. *See, e.g.*:  *Outer packaging*

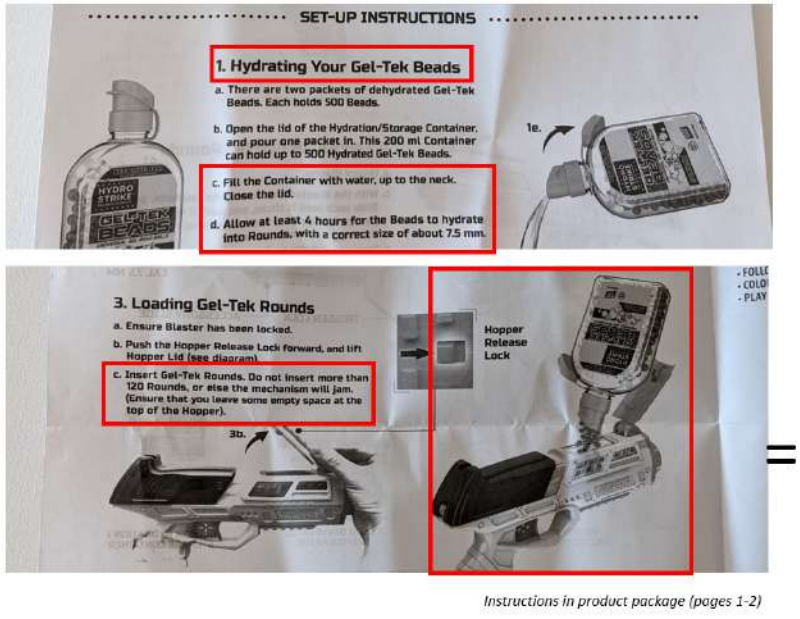
340

Claim No.	Infringement Evidence
	 *Package contents*

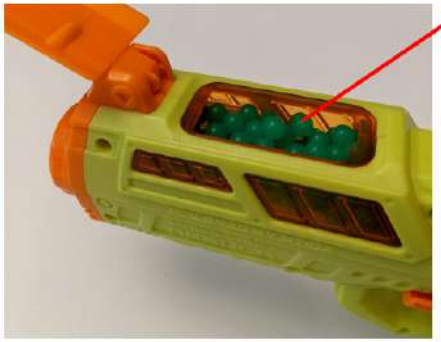
341

Claim No.	Infringement Evidence
	 *Assembled according to product instructions, including hydration of included "Gel-Tek Beads"*

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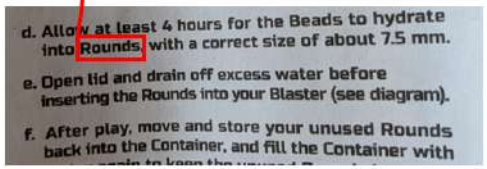
Claim No.	Infringement Evidence
	 *Instructions in product package (pages 1-2)* =  *Assembled according to product instructions, including hydration of included "Gel-Tek beads"*
[1.1] a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer.	Hydro Strike Nebular Pro includes a plurality of projectiles which, when hydrated for use according to the included instructions, comprise soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer. On information and belief, including from testing and comparison to known super absorbent polymer ammunition, the Respondent's "beads" are comprised of super absorbent polymer. *See, e.g.*:

Claim No.	Infringement Evidence
	"Ammunition configured for use with a projectile launcher comprising: a plurality of soft-projectiles having the same shape..."

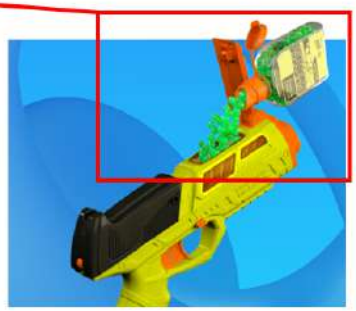


Assembled according to product instructions, including hydration of included "Gel-Tek Beads"





Included instructions (page 1)



https://hydrostrikegelblasters.com/shop/gel-blasters/hydro-strike-gel-bead-blasters-nebula-pro/



Weight of included bead before hydration



Weight of bead after following "Hydrating Your Gel-Tek Beads" instructions in package



https://hydrostrikegelblasters.com/

"a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer."

EXHIBIT 7D

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

Infringement Claim Chart for U.S. Patent No. 8,371,282 – Hydro Strike Pulsar Pro

No part of this exemplary chart construes, or is intended to construe, the claims, specification, or prosecution history of the '282 patent. The claims have not been construed. The following claims and claim limitations are satisfied literally and/or under the doctrine of equivalents unless specifically noted. This exemplary chart does not limit, and is not intended to limit, Hasbro's positions or contentions on claim construction, infringement, domestic industry, or validity. Further, Hasbro reserves the right to rely on other claims and/or products to establish infringement or to establish the technical prong of the domestic industry requirement. This chart should not be construed as providing any positions on claim construction, such as, for example, whether any claim preamble should be limiting or whether any claim element is subject to 35 U.S.C. § 112(f). The evidence cited to is exemplary and non-limiting. Hasbro reserves the right to update its infringement and domestic industry contentions through discovery.

Claim No.	Infringement Evidence
Claim 1.	
[1.pre] Ammunition configured for use with a projectile launcher comprising:	Hydro Strike Pulsar Pro includes "Gel-Tek Beads" which, when hydrated for use according to the included instructions, comprise ammunition configured for use with a projectile launcher. *See, e.g.*:  *Outer packaging*

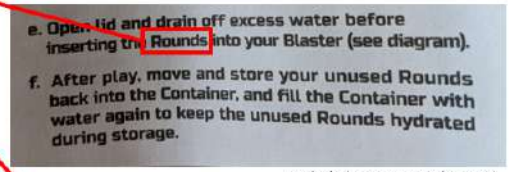
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Claim No.	Infringement Evidence
	 *Package contents*

Claim No.	Infringement Evidence
	"Ammunition configured for use with a projectile launcher comprising: a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer"



Outer packaging (detail)

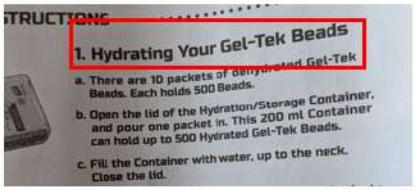
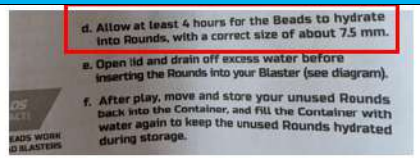
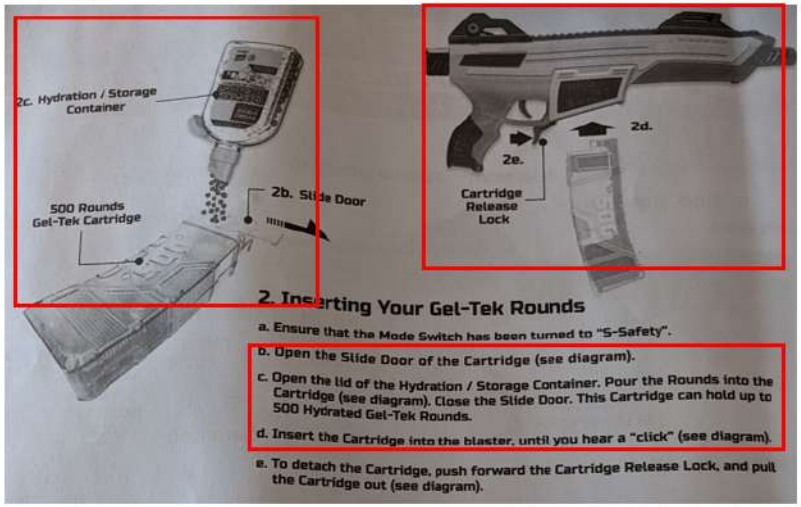


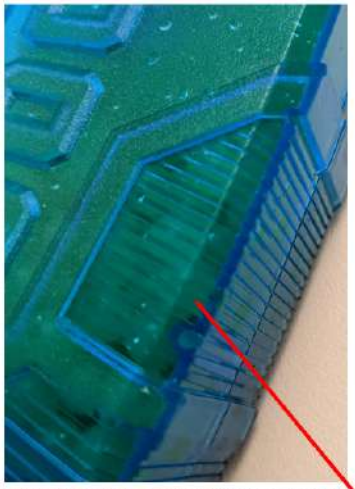
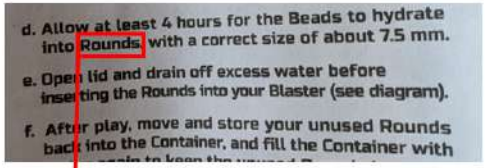
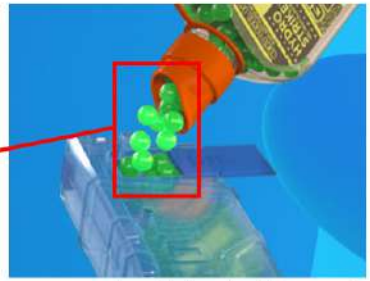
Included instructions (page 1)



Assembled according to product instructions, including hydration of included "Gel-Tek Beads"

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Claim No.	Infringement Evidence
	   *Instructions in product package (pages 1-2)* =  *Assembled according to product instructions, including hydration of included "Gel-Tek beads"*
[1.1] a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer.	Hydro Strike Pulsar Pro includes a plurality of projectiles which, when hydrated for use according to the included instructions, comprise soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer. On information and belief, including from testing and comparison to known super absorbent polymer ammunition, the Respondent's "beads" are comprised of super absorbent polymer. *See, e.g.*:

Claim No.	Infringement Evidence
	 *Assembled according to product instructions, including hydration of included "Gel-Tek Beads"*  d. Allow at least 4 hours for the Beads to hydrate into Rounds with a correct size of about 7.5 mm. e. Open lid and drain off excess water before inserting the Rounds into your Blaster (see diagram). f. After play, move and store your unused Rounds back into the Container, and fill the Container with *Included instructions (page 1)*  GEL-TEK BEADS SPLASH ON IMPACT! 7.5 MM UNIVERSAL GEL-TEK BEADS WORK WITH MOST STANDARD GEL-BEAD BLASTERS *Included instructions (page 1)*  *https://hydrostrikegelblasters.com/* "a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer."

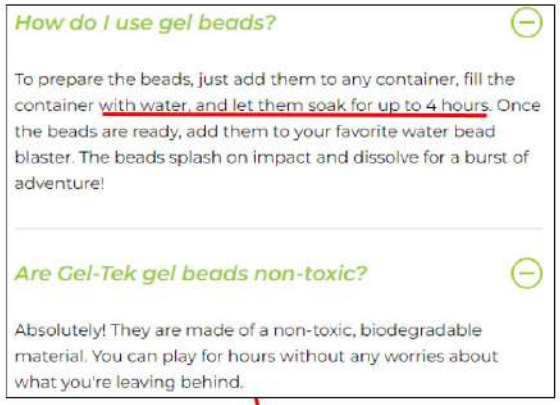
Claim No.	Infringement Evidence
	  *Weight of included bead before hydration* *Weight of bead after following "Hydrating Your Gel-Tek Beads" instructions in package*  *https://hydrostrikegelblasters.com/* "a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer."

EXHIBIT 7E

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

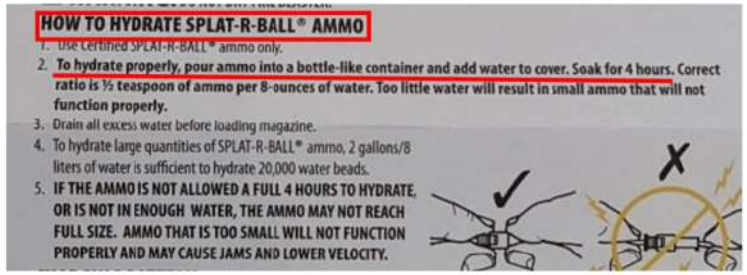
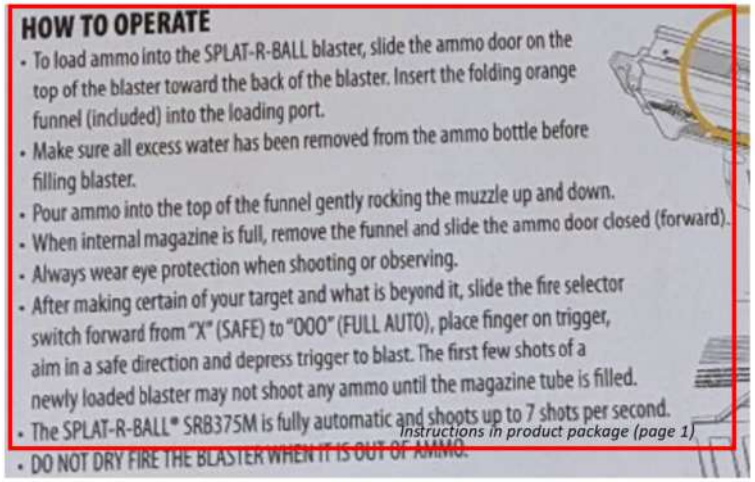
Infringement Claim Chart for U.S. Patent No. 8,371,282 – SRB375M

No part of this exemplary chart construes, or is intended to construe, the claims, specification, or prosecution history of the '282 patent. The claims have not been construed. The following claims and claim limitations are satisfied literally and/or under the doctrine of equivalents unless specifically noted. This exemplary chart does not limit, and is not intended to limit, Hasbro's positions or contentions on claim construction, infringement, domestic industry, or validity. Further, Hasbro reserves the right to rely on other claims and/or products to establish infringement or to establish the technical prong of the domestic industry requirement. This chart should not be construed as providing any positions on claim construction, such as, for example, whether any claim preamble should be limiting or whether any claim element is subject to 35 U.S.C. § 112(f). The evidence cited to is exemplary and non-limiting. Hasbro reserves the right to update its infringement and domestic industry contentions through discovery.

Claim No.	Infringement Evidence
Claim 1.	
[1.pre] Ammunition configured for use with a projectile launcher comprising:	SRB375M includes "Spat-R-Balls" which, when hydrated for use according to the included instructions, comprise ammunition configured for use with a projectile launcher. *See, e.g.*: 

Claim No.	Infringement Evidence
	 *Package contents*

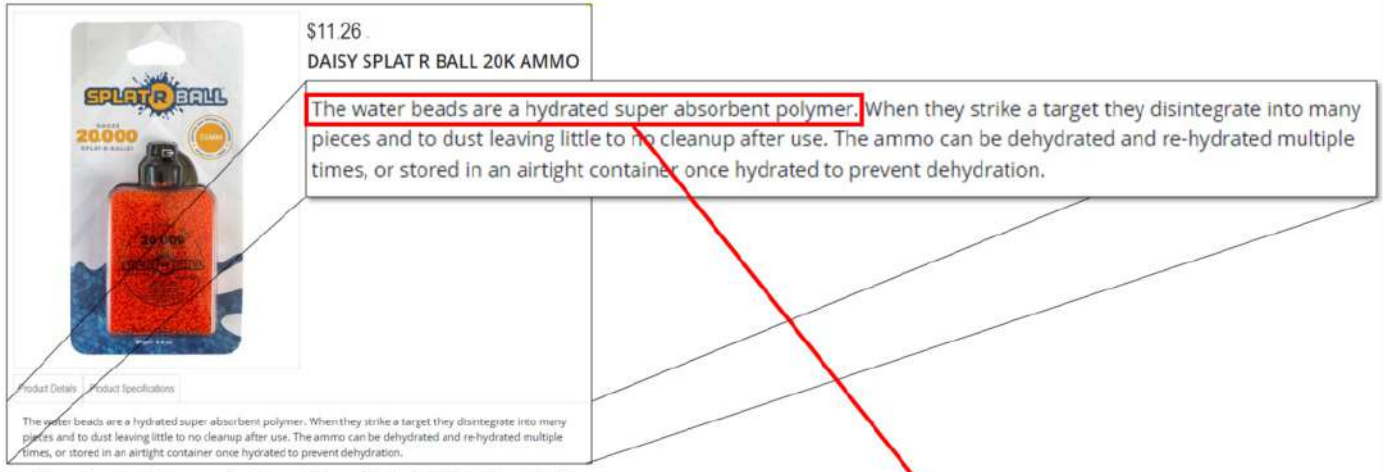
Claim No.	Infringement Evidence
	"Ammunition configured for use with a projectile launcher comprising: a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer" 

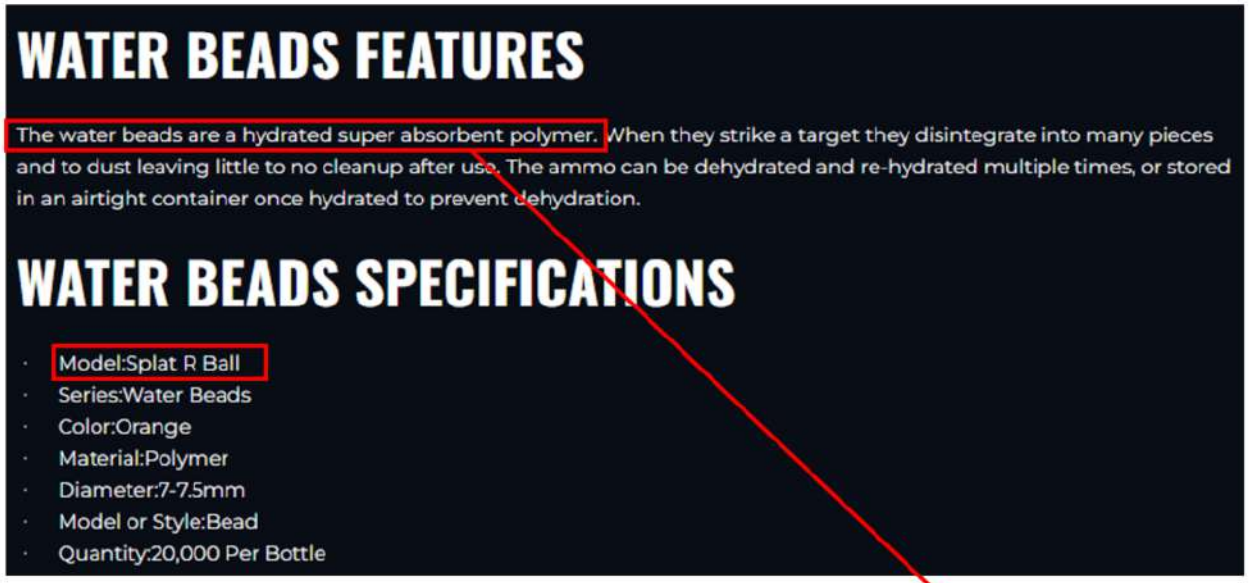
Claim No.	Infringement Evidence
	  *Instructions in product package (page 1)* = Following "Operation Manual" instructions: "Ammunition configured for use with a projectile launcher comprising: a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer."  *Assembled according to product instructions, including hydration of included "SplatRBall" ammunition*
[1.1] a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer.	SRB375M includes a plurality of projectiles which, when hydrated for use according to the included instructions, comprise soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer. *See, e.g.*:

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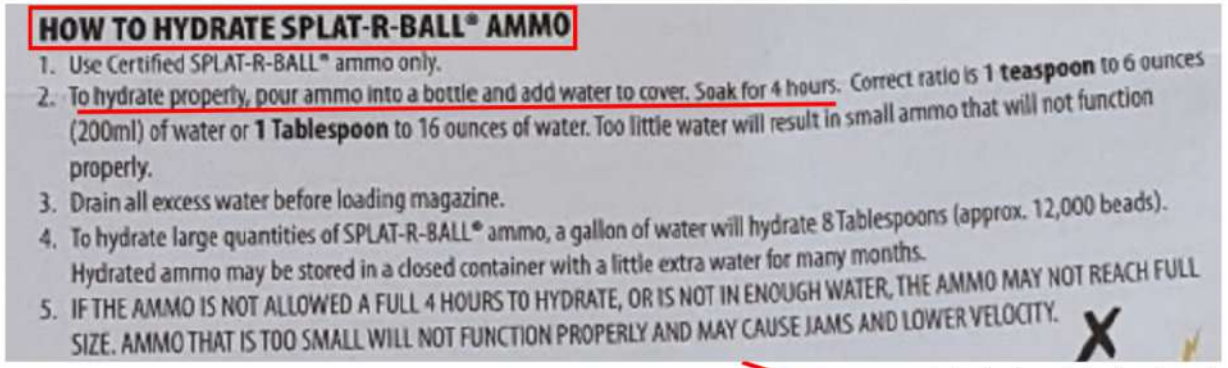
Claim No.	Infringement Evidence
	The SplatRBall Full Auto 375 Water Bead Blaster shoots Certified 7.5mm Splat-R-Ball water bead ammo and it has a 375 round internal reservoir. It shoots 7 rounds per second at a velocity of up to 135 fps. Shoots soft, non-staining water balls with virtually no cleanup. This kit contains one water ball Blaster with 375 round internal reservoir, a sling clip, 2,500 rounds of certified SplatRBall water ball beads, a rechargeable 7.4V 500 mAh battery with USB charging cable, foldable water ball loading funnel and safety glasses. Everything you need to have a blast! Instructional Video: https://splatrball.com/srb-375-mini-instruction/ For Support and Customer Service please visit: https://splatrball.com/support/ • 375 Water Balls internal ammo reservoir. • Two position selector: Safe and full auto. • Up to 135 feet per second. • Shoots 7 water balls per second for endless fun. • Shoots soft, non-staining water balls with virtually no cleanup. Gel Blaster water beads that break on impact. • Always use SplatRBall Certified Water Beads, other water balls may damage the blaster. • Owning our gel blaster is a great way to open up your options for entertainment, and it's a great way to enjoy the outdoors, stay active! enjoy hours of fun! • SplatRBall everything in your path at up to 7 water balls per second with SplatRBall Electric Gel Water Bead Blaster. Up to 135 feet per second! • The perfect gift for dad, mom, grandson, niece, or nephew for birthday, Christmas, New Year, and other holidays. • Full size splatter ball gun, durable synthetic design, high quality ABS and Nylon composite body. Instructional Video: https://splatrball.com/srb-375-mini-instruction/ For Support and Customer Service please visit: https://splatrball.com/support/ Splatter Ball SRB375 Full Auto Rechargeable Battery Powered Water Bead Gel Ball Blaster Kit Splat R Ball *https://www.walmart.com/ip/SplatRBall-Full-Auto-375-Mini-Water-Bead-Blaster-Kit/907875830*  *Assembled according to product instructions, including hydration of included "Splatrball" ammunition* "a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer." Further, multiple websites describe the Splat-R-Ball ammunition with the identical language: "The water beads are a hydrated super absorbent polymer. When they strike a target they disintegrate into many pieces and to dust leaving little to no cleanup after use. The ammo can be dehydrated and re-hydrated multiple times, or stored in an airtight container once hydrated to prevent dehydration." On information and belief, Splat-R-Ball provides this description to retailers of its products:

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Claim No.	Infringement Evidence
	 *https://www.huntershollow.com/parts-gear/airguns/daisy-950002-splat-r-ball-20k-ammo* "a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer."

Claim No.	Infringement Evidence
	 "a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer."

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Claim No.	Infringement Evidence
	 *Instructions in product package (page 1)* "a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer."

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EXHIBIT 7F

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

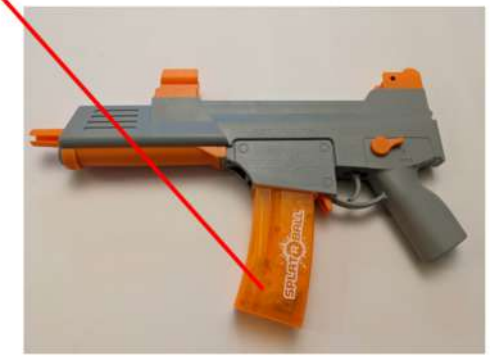
Infringement Claim Chart for U.S. Patent No. 8,371,282 – SRB400

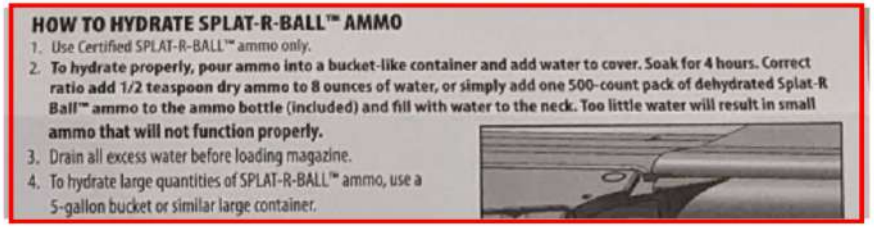
No part of this exemplary chart construes, or is intended to construe, the claims, specification, or prosecution history of the '282 patent. The claims have not been construed. The following claims and claim limitations are satisfied literally and/or under the doctrine of equivalents unless specifically noted. This exemplary chart does not limit, and is not intended to limit, Hasbro's positions or contentions on claim construction, infringement, domestic industry, or validity. Further, Hasbro reserves the right to rely on other claims and/or products to establish infringement or to establish the technical prong of the domestic industry requirement. This chart should not be construed as providing any positions on claim construction, such as, for example, whether any claim preamble should be limiting or whether any claim element is subject to 35 U.S.C. § 112(f). The evidence cited to is exemplary and non-limiting. Hasbro reserves the right to update its infringement and domestic industry contentions through discovery.

Claim No.	Infringement Evidence
Claim 1.	
[1.pre] Ammunition configured for use with a projectile launcher comprising:	SRB400 includes "Spat-R-Balls" which, when hydrated for use according to the included instructions, comprise ammunition configured for use with a projectile launcher. *See, e.g.*:  *Outer packaging*

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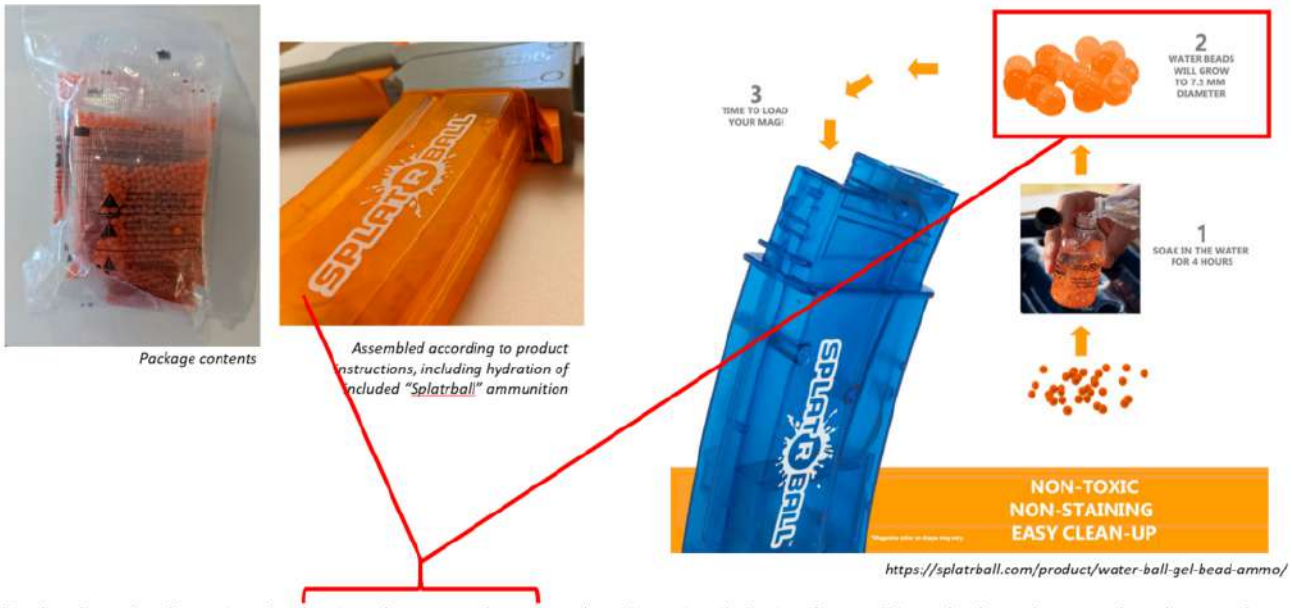
Claim No.	Infringement Evidence
	 *Package contents*

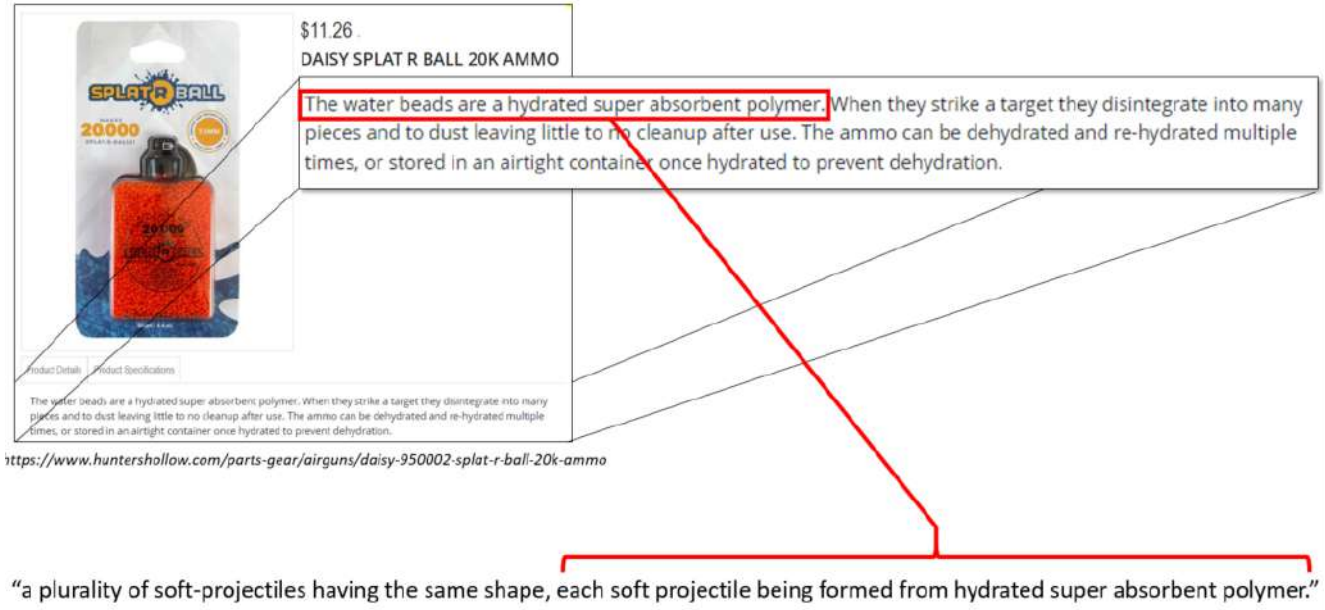
Claim No.	Infringement Evidence
	"Ammunition configured for use with a projectile launcher comprising: a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer"  *Outer packaging (detail)* The new SplatRBall® Blaster shoots soft, non-toxic SplatRBall® ammunition in both semi-auto and full-auto mode. In full-auto mode, up to 8 rounds per second are sent downrange at a velocity of up to 200 fps. *https://splatrball.com/product/srb400-full-semi-auto-soft-water-bead-blaster/*  *Assembled according to product instructions, including hydration of included "Splatrball" ammunition*

Claim No.	Infringement Evidence
	 **HOW TO HYDRATE SPLAT-R-BALL™ AMMO** 1. Use Certified SPLAT-R-BALL™ ammo only. 2. **To hydrate properly, pour ammo into a bucket-like container and add water to cover. Soak for 4 hours. Correct ratio add 1/2 teaspoon dry ammo to 8 ounces of water, or simply add one 500-count pack of dehydrated Splat-R Ball™ ammo to the ammo bottle (included) and fill with water to the neck. Too little water will result in small ammo that will not function properly.** 3. Drain all excess water before loading magazine. 4. To hydrate large quantities of SPLAT-R-BALL™ ammo, use a 5-gallon bucket or similar large container. *Instructions in product package (page 1)*  **HOW TO OPERATE** 1. To load ammo into SPLAT-R-BALL™ magazine, open magazine loading door and pour in ammo. Make sure all excess water has been removed before filling the magazine. Do not overfill. 2. When magazine is filled, close magazine loading door and insert magazine into bottom of Splat-R-Ball™. You should hear a click when magazine is fully seated. 3. Using the Selector Switch on side of gun, select shooting option you prefer – OFF (X), SEMI (0) and FULL-AUTO (000). Always keep the Switch set to "OFF" (X) until ready to shoot. The SEMI setting (0) sends one SPLAT-R-BALL™ downrange each time the trigger is pulled. The FULL-AUTO setting (000) will continually send Splat-R-Balls™ downrange as long as the trigger is pulled. 4. After making certain of your target and what is beyond it, place finger on trigger, aim in a safe direction and depress trigger to shoot. **Always wear eye protection when shooting or observing.** *Instructions in product package (page 1)* =  *Assembled according to product instructions, including hydration of included "SplatRBall" ammunition*
[1.1] a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer.	SRB 400 includes a plurality of projectiles which, when hydrated for use according to the included instructions, comprise soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer. *See, e.g.*:

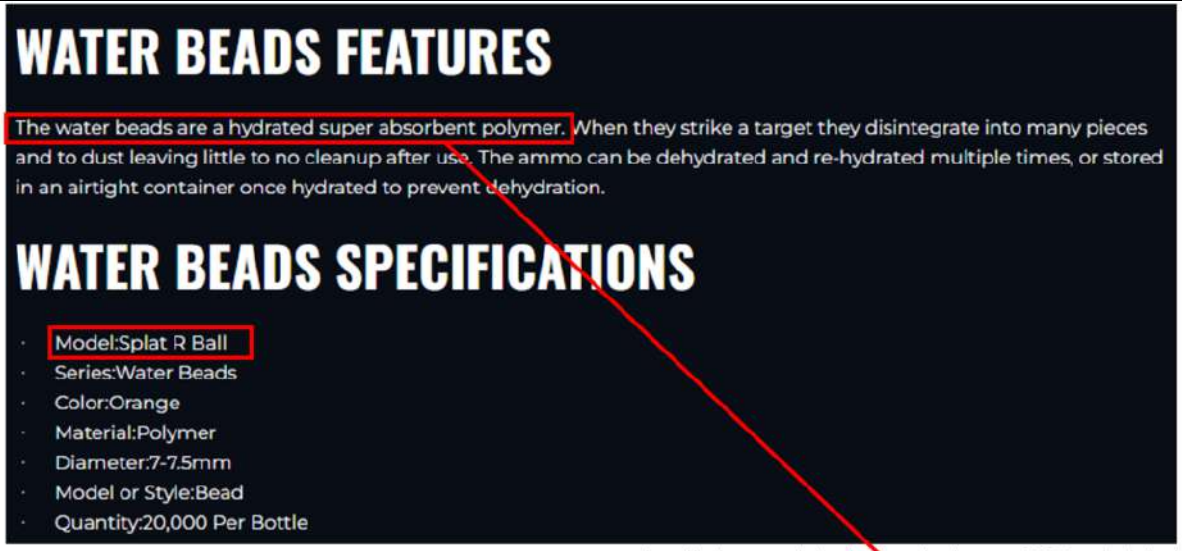
Claim No.	Infringement Evidence
	SRB400 KIT **FULL AND SEMI AUTO SOFT WATER BEAD BLASTER** Available at **Walmart.com**. SplatRBall everything in your path at up to 8 SplatRBalls per second with SplatRBall® Water Bead Blaster. Its easy-load magazine holds 400 soft water beads. This **KIT** includes: – Water bead blaster – 5,000 rounds of Splatrball ammunition – Safety glasses – SplatRBall hydrator – 400 round magazine – Rechargeable 7.4V 1800mAh battery with charging cable – Water activated target *Splat-R-Ball website: https://splatrball.com/product/srb400-full-semi-auto-soft-water-bead-blaster/* The new SplatRBall® Blaster shoots soft, non-toxic SplatRBall® ammunition in both semi-auto and full-auto mode. In full-auto mode, up to 8 rounds per second are sent downrange at a velocity of up to 200 fps. Please make sure you only use SplatRBall Certified Ammunition . Other brands or types of ammo might damage your blaster. *Splat-R-Ball website: https://splatrball.com/product/srb400-full-semi-auto-soft-water-bead-blaster/*  *Assembled according to product instructions, including hydration of included "Splatrball" ammunition* plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer."

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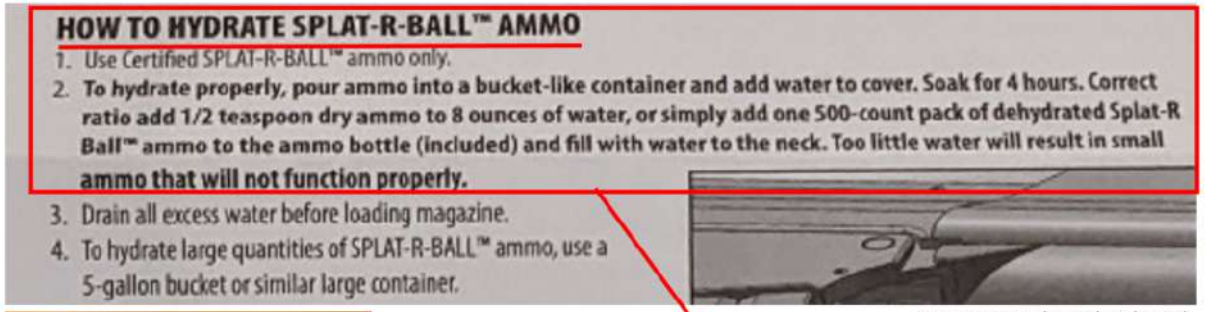
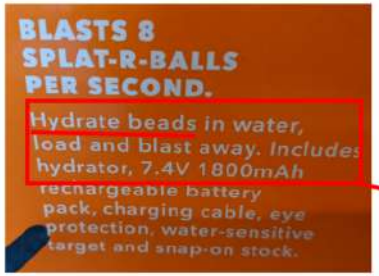
Claim No.	Infringement Evidence
	 "a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer." Further, multiple websites describe the Splat-R-Ball ammunition with the identical language: "The water beads are a hydrated super absorbent polymer. When they strike a target they disintegrate into many pieces and to dust leaving little to no cleanup after use. The ammo can be dehydrated and re-hydrated multiple times, or stored in an airtight container once hydrated to prevent dehydration." On information and belief, Splat-R-Ball provides this description to retailers of its products:

Claim No.	Infringement Evidence
	

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Claim No.	Infringement Evidence
	 *https://grabagun.com/splat-r-ball-water-beads-orange-20-000-per-bottle.html* "a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer."

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Claim No.	Infringement Evidence
	 *Instructions in product package (page 1)*  *Outer packaging* "a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer."

Claim No.	Infringement Evidence
	 *Package contents*  *https://splatrball.com/product/water-ball-gel-bead-ammo/* "a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer."

EXHIBIT 7G

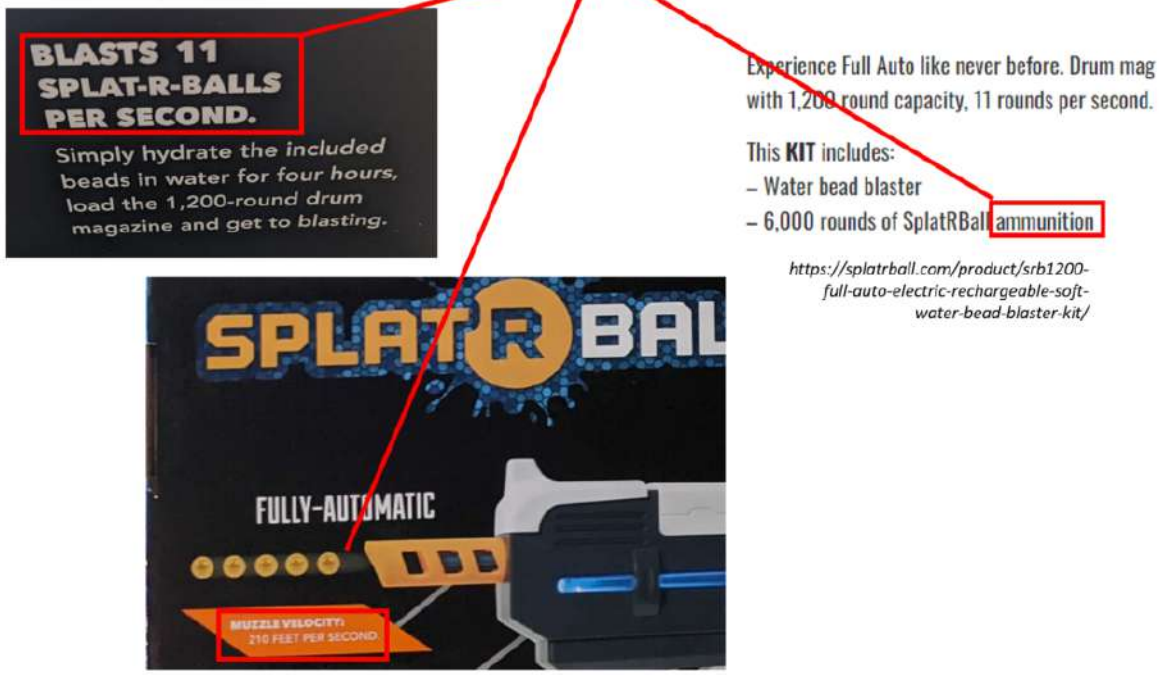
Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

Infringement Claim Chart for U.S. Patent No. 8,371,282 – SRB1200

No part of this exemplary chart construes, or is intended to construe, the claims, specification, or prosecution history of the '282 patent. The claims have not been construed. The following claims and claim limitations are satisfied literally and/or under the doctrine of equivalents unless specifically noted. This exemplary chart does not limit, and is not intended to limit, Hasbro's positions or contentions on claim construction, infringement, domestic industry, or validity. Further, Hasbro reserves the right to rely on other claims and/or products to establish infringement or to establish the technical prong of the domestic industry requirement. This chart should not be construed as providing any positions on claim construction, such as, for example, whether any claim preamble should be limiting or whether any claim element is subject to 35 U.S.C. § 112(f). The evidence cited to is exemplary and non-limiting. Hasbro reserves the right to update its infringement and domestic industry contentions through discovery.

Claim No.	Infringement Evidence
Claim 1.	
[1.pre] Ammunition configured for use with a projectile launcher comprising:	SRB1200 includes "Spat-R-Balls" which, when hydrated for use according to the included instructions, comprise ammunition configured for use with a projectile launcher. *See, e.g.*:  *Outer packaging*

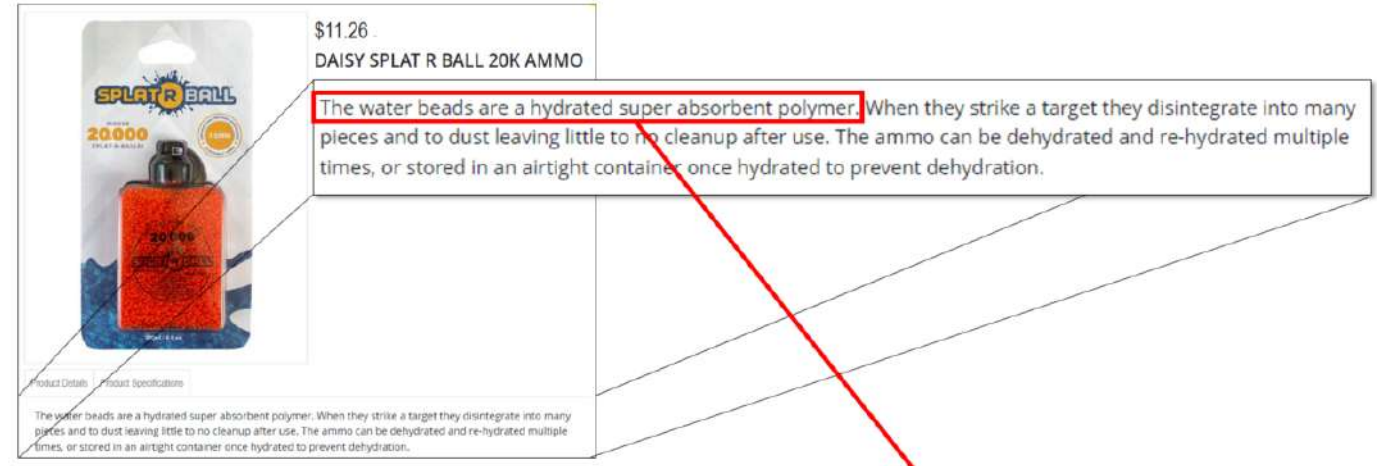
Claim No.	Infringement Evidence
	 *Package contents*

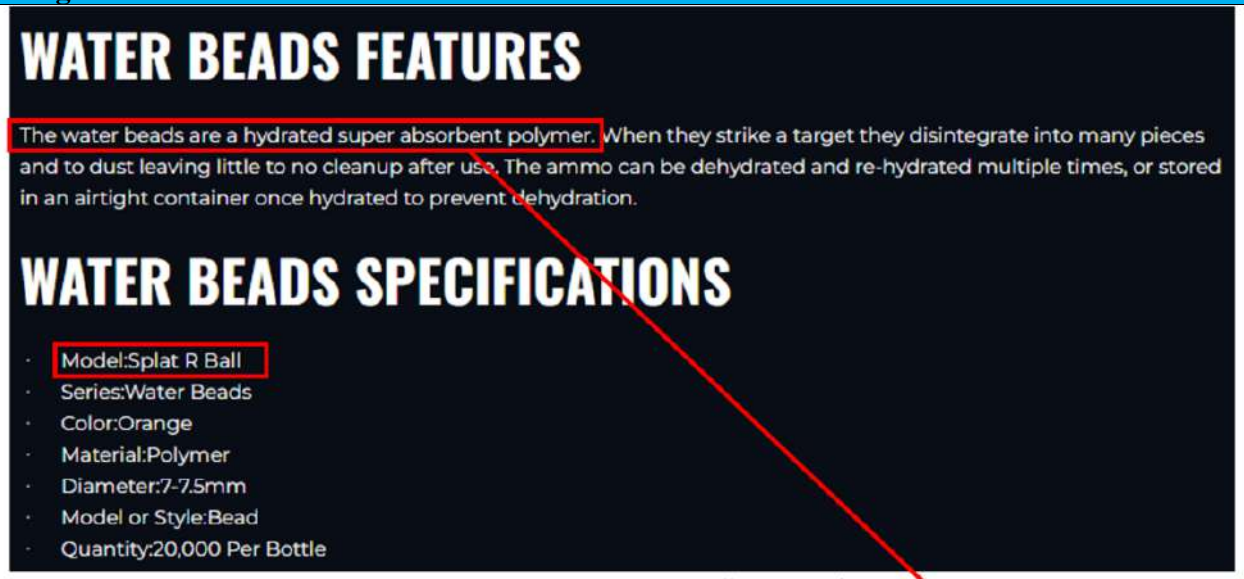
Claim No.	Infringement Evidence
	"Ammunition configured for use with a projectile launcher comprising: a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer" 
[1.1] a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer.	SRB1200 includes a plurality of projectiles which, when hydrated for use according to the included instructions, comprise soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer. *See, e.g.*:

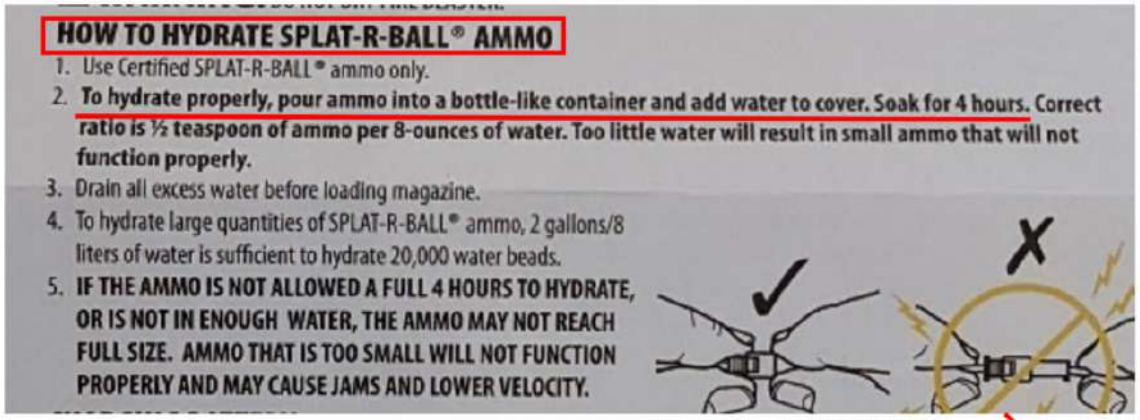
375

Claim No.	Infringement Evidence
	SRB1200 KIT **FULL AUTO SOFT WATER BEAD BLASTER** Experience Full Auto like never before. Drum mag with 1,200 round capacity, 11 rounds per second. This **KIT** includes: – Water bead blaster – 6,000 rounds of SplatRBall ammunition – Safety glasses – SplatRBall collapsible funnel for magazine quick loading – 1,200 round drum magazine – Rechargeable 7.4V 1800mAh battery with charging cable – Water activated target *https://splatrball.com/product/srb1200-full-auto-electric-rechargeable-soft-water-bead-blaster-kit/*  *Assembled according to product instructions, including hydration of included "Splatrball" ammunition* "a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer." Further, multiple websites describe the Splat-R-Ball ammunition with the identical language: "The water beads are a hydrated super absorbent polymer. When they strike a target they disintegrate into many pieces and to dust leaving little to no cleanup after use. The ammo can be dehydrated and re-hydrated multiple times, or stored in an airtight container once hydrated to prevent dehydration." On information and belief, Splat-R-Ball provides this description to retailers of its products:

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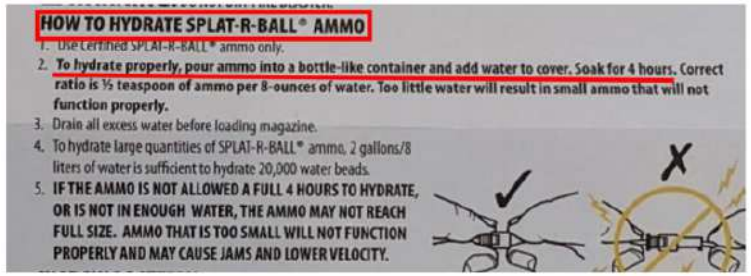
Claim No.	Infringement Evidence
	 $11.26 DAISY SPLAT R BALL 20K AMMO The water beads are a hydrated super absorbent polymer. When they strike a target they disintegrate into many pieces and to dust leaving little to no cleanup after use. The ammo can be dehydrated and re-hydrated multiple times, or stored in an airtight container once hydrated to prevent dehydration. https://www.huntershollow.com/parts-gear/airguns/daisy-950002-splat-r-ball-20k-ammo "a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer."

Claim No.	Infringement Evidence
	 "a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer."

Claim No.	Infringement Evidence
	 *Instructions in product package (page 1)* *Outer packaging* "a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer."

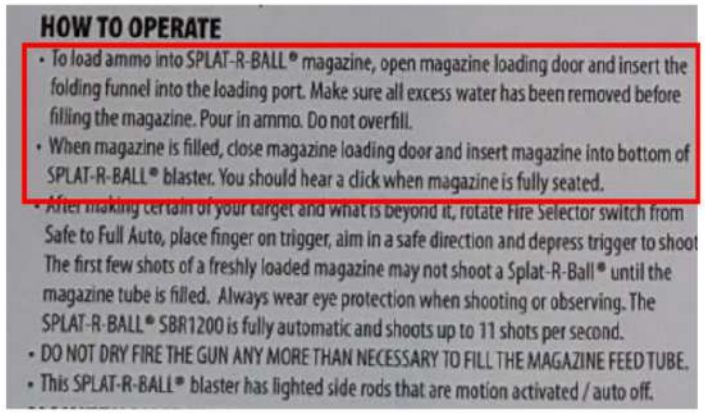
379

Claim No.	Infringement Evidence



HOW TO HYDRATE SPLAT-R-BALL® AMMO

1. Use Certified SPLAT-R-BALL® ammo only.
2. **To hydrate properly, pour ammo into a bottle-like container and add water to cover. Soak for 4 hours. Correct ratio is ½ teaspoon of ammo per 8-ounces of water. Too little water will result in small ammo that will not function properly.**
3. Drain all excess water before loading magazine.
4. To hydrate large quantities of SPLAT-R-BALL® ammo, 2 gallons/8 liters of water is sufficient to hydrate 20,000 water beads.
5. **IF THE AMMO IS NOT ALLOWED A FULL 4 HOURS TO HYDRATE, OR IS NOT IN ENOUGH WATER, THE AMMO MAY NOT REACH FULL SIZE. AMMO THAT IS TOO SMALL WILL NOT FUNCTION PROPERLY AND MAY CAUSE JAMS AND LOWER VELOCITY.**



HOW TO OPERATE

- To load ammo into SPLAT-R-BALL® magazine, open magazine loading door and insert the folding funnel into the loading port. Make sure all excess water has been removed before filling the magazine. Pour in ammo. Do not overfill.
- When magazine is filled, close magazine loading door and insert magazine into bottom of SPLAT-R-BALL® blaster. You should hear a click when magazine is fully seated.
- After making certain of your target and what is beyond it, rotate Fire Selector switch from Safe to Full Auto, place finger on trigger, aim in a safe direction and depress trigger to shoot. The first few shots of a freshly loaded magazine may not shoot a Splat-R-Ball® until the magazine tube is filled. Always wear eye protection when shooting or observing. The SPLAT-R-BALL® SBR1200 is fully automatic and shoots up to 11 shots per second.
- DO NOT DRY FIRE THE GUN ANY MORE THAN NECESSARY TO FILL THE MAGAZINE FEED TUBE.
- This SPLAT-R-BALL® blaster has lighted side rods that are motion activated / auto off.

Instructions in product package (page 1)

=

Following "Operation Manual" instructions:

"Ammunition configured for use with a projectile launcher comprising: a plurality of soft-projectiles having the same shape, each soft projectile being formed from hydrated super absorbent polymer."



Assembled according to product instructions, including hydration of included "SplatRBall" ammunition

380

EXHIBIT 18

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

ARKANSAS SECRETARY OF STATE
JOHN THURSTON

Search Incorporations, Cooperatives, Banks and Insurance Companies

This is only a preliminary search and no guarantee that a name is available for initial filing until a confirmation has been received from the Secretary of State after filing has been processed Please review our NAME AVAILABILITY GUIDELINES HERE prior to searching for a new entity name.

Printer Friendly Version

LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

Begin New Search

For service of process contact the Secretary of State's office.

Corporation Name	DAISY MANUFACTURING COMPANY
Fictitious Names	AIR STRIKE DAISY OUTDOOR PRODUCTS DAMACO FIRST NATURE
Filing #	100151836
Filing Type	Foreign For Profit Corporation
Filed under Act	For Bus Corp; 958 of 1987
Status	Good Standing
Principal Address	
Reg. Agent	THOMAS ROEDER
Agent Address	1700 N. 2ND STREET ROGERS, AR 72756
Date Filed	10/10/1997
Officers	SEE FILE, Incorporator/Organizer KEITH HIGGINBOTHAM , President THOMAS ROEDER , Vice-President DANNY HUDSON , Controller
Foreign Name	N/A
Foreign Address	
State of Origin	DE

Purchase a Certificate of Good Standing for this Entity

Pay Franchise Tax for this corporation

EXHIBIT 20

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

Supply Chain Intelligence about:

S Beam Precision Products Ltd.

Company profile Taiwan, China

SEE S BEAM PRECISION PRODUCTS LTD'S PRODUCTS AND CUSTOMERS
Thousands of companies like you use Panjiva to research suppliers and competitors.
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Reveal patterns in global trade



Easy access to trade data

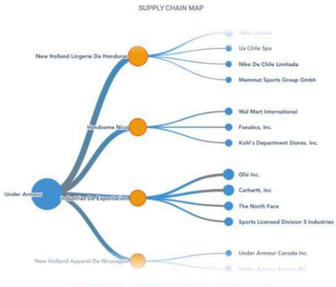
U.S. CUSTOMS RECORDS ORGANIZED BY COMPANY

151 U.S. shipments available for S Beam Precision Products Ltd., updated weekly since 2007

Date	Supplier	Customer	Details	43 more fields
2022-06-26	S BEAM PRECISION PRODUCTS LTD.	SPLAT R BALL, LLC	AIR GUN AIR GUN AIR GUN AIR GUN AIR GUN AIR GUN AIR GUN AIR GUN AIR GUN	BILL OF LADING
2022-06-26	S BEAM PRECISION PRODUCTS LTD.	SPLAT R BALL, LLC	AIR GUN AIR GUN AIR GUN AIR GUN AIR GUN AIR GUN AIR GUN AIR GUN AIR GUN AIR GUN	BILL OF LADING
2022-06-26	S BEAM PRECISION PRODUCTS LTD.	DAISY OUTDOOR PRODUCTS	AIR GUN	BILL OF LADING

Shipment data shows what products a company is trading and more. Learn more

Explore trading relationships hidden in supply chain data



See all 2 customers of S Beam Precision Products Ltd.

Contact information for S Beam Precision Products Ltd.

Address
NO.6-1 LANE 151 SEC.2 CHIEN KUON.
RD TETAIPEI

Top products
1. air gun
2. plastic beads

Top HS Codes
1. HS 93 - Arms and ammunition; parts and accessories thereof
2. HS 39 - Plastics and articles thereof
3. HS 94 - Furniture; bedding, mattresses, mattress supports, cushions and similar stuffed furnishings; lamps and lighting fittings, n.e.c.; illuminated signs, illuminated name-plates and the like; prefabricated buildings
4. HS 84 - Nuclear reactors, boilers, machinery and mechanical appliances; parts thereof
5. HS 85 - Electrical machinery and equipment and parts thereof; sound recorders and reproducers; television image and sound recorders and reproducers, parts and accessories of such articles

See more goods shipped on Panjiva

Sample Bill of Lading

151 SHIPMENT RECORDS AVAILABLE

Date	2022-06-26
Shipper Name	S Beam Precision Products Ltd
Shipper Address	NO.6-1 LANE 151 SEC.2 CHIEN KUON. RD TETAIPEI
Consignee Name	Splat R Ball, Llc
Consignee Address	1700 NORTH 2ND ST ROGERS AR 72756 US
Notify Party Name	Builders Supply Intl Co. Ltd
Notify Party Address	1727 REDCLIFF STREET, LOS ANGELES, CA 90026,UNITED STATES ATTN: MR., DAVID SUN LOS ANGELES CA UNITED STA
Weight	63807
Weight Unit	KG
Weight in KG	63807.0
Quantity	13222
Quantity Unit	CTN
Measure	516
Measure Unit	CM
Shipment Origin	Taiwan
Details	63,807.0 kg From port: Yantian, China To port: Port Of Entry- Kansas City, Kansas City, Missouri Via port: Port of Long Beach, Long Beach, California
Place of Receipt	Nansha Pt, Cn
Foreign Port of Lading	Yantian, China
U.S. Port of Unlading	Port of Long Beach, Long Beach, California
U.S. Destination Port	Port Of Entry- Kansas City, Kansas City, Missouri
Commodity	AIR GUN AIR GUN AIR GUN AIR GUN AIR GUN AIR GUN AIR GUN AIR GUN
Container	CRSU9173410 GCXU5873162 GESU5665507 MRKU4502021 MRKU6126448 SUDU6741987 TCLU9325685 TLLU5342276
Marks Description	AS ADDRESSED AS ADDRESSED AS ADDRESSED AS ADDRESSED AS ADDRESSED AS ADDRESSED AS ADDRESSED AS ADDRESSED
Carrier Name	APEX SHIPPING CO
Vessel Name	MAERSK EINDHOVEN
Voyage Number	221N
Bill of Lading Number	AMAWA2205280736
Master Bill of Lading Number	MAEU218141864
HTS Codes	HTS 9306.00

Suppliers of similar products from Taiwan

Taiwanese air gun manufacturers
Taiwanese plastic beads manufacturers

Suppliers similar to S Beam Precision Products Ltd.

Ceva Logistics Ltd. (HK)
Toc Enterprise (Vietnam) Co., Ltd.

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EXHIBIT 16

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____



Department of State: Division of Corporations

Allowable Characters

HOME

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number:	**6268499**	Incorporation Date / Formation Date:	**9/29/2021** (mm/dd/yyyy)
Entity Name:	**SPLAT-R-BALL, LLC**		
Entity Kind:	**Limited Liability Company**	Entity Type:	**General**
Residency:	**Domestic**	State:	**DELAWARE**

REGISTERED AGENT INFORMATION

Name:	**CORPORATION SERVICE COMPANY**		
Address:	**251 LITTLE FALLS DRIVE**		
City:	**WILMINGTON**	County:	**New Castle**
State:	**DE**	Postal Code:	**19808**
Phone:	**302-636-5401**		

Additional Information is available for a fee. You can retrieve Status for a fee of $10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of $20.00.

Would you like ○ Status ○ Status,Tax & History Information

Submit

View Search Results New Entity Search

For help on a particular field click on the Field Tag to take you to the help area.

EXHIBIT 15

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____



CONTACT

GuangDong Yu Lee Technology Corporation Limted

Tel: (86-769) 87312138

Fax: (86-769) 87736774

E-Mail:main@yu-lee.com

Jin Lon Industrial District, San Zhong, QingXi, Dongguan, GuangDong Province, China

Yu Lee (HK) Industrial Co., Ltd.

Tel: (852) 24088310

Fax: (852) 24074591

Rm. 1801-5, 18/F., King Palace Plaza, 52A Sha Tsui Road, Tsuen Wan, N. T.

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EXHIBIT 19

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____



PRODUCTS


BB15


BB15



ABOUT MSB

S-BEAM PRECISION PRODUCTS LTD. (MSB) is an authorized enterprise authorized by the Ministry of Public Security to produce air guns and shotguns. The company is located in Zhongshan City, Guangdong Province. It has a professional workshop of 20,000 square meters. The factory has the main production processes for the production of civilian guns, including: injection molding, machining, surface treatment and complete special testing equipment. , MSB will provide diversified quality services to customers.

MORE >>










Patented Single-stroke Pump Pneumatic Air Rifle

Special Core Technology

Unique core technology with multiple independent air guns

Clientele

Our customers are excellent air gun companies from all over the world, we provide them with high-quality products and long-term cooperation projects

Daisy · UMAREX AIRGUNS · Crosman · GAMO · AMERICAN TACTICAL · Air Venturi · NOVA VISTA · RED TARGET

MSB
S-BEAM PRECISION PRODUCTS LTD.
Address: Building D & E, Dongcheng Industrial Park, Xinping 2nd Road, Minzhong Town, Zhongshan City, Guangdong Province, PRC
Contact Number: +86 139 2531 7758 E-mail: yuandx@zsmsb.cn

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EXHIBIT 17

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

SUPPORT

FAQ'S

VIDEO INSTRUCTION AND TROUBLESHOOTING



- WHAT IS THE RECOMMENDED AGE?
- WHAT IS THE VELOCITY OF THE BLASTER? AND WHAT CALIBER?
- HOW DO I USE THEY HYDRATOR BOTTLE?
- CAN I USE OTHER AMMO THAT IS NOT SPLATRBALL?
- HOW DOES THE MAGAZINE WORK?
- I DON'T KNOW HOW TO TAKE CARE OF THE BATTERY
- MY BLASTER WON'T SHOOT. IT MAKES NOISE BUT NOTHING COMES OUT, OR NOTHING COMES OUT WHEN I SHOOT.
- MY BLASTER IS MAKING A HIGH-PITCHED WHINING NOISE AND WILL NOT SHOOT.
- MY BLASTER IS NOT SHOOTING CONSISTENTLY, SOMETIMES IT WILL NOT SHOOT ON SINGLE SHOT JUST RAPID FIRE, OR NOT AT ALL.
- MY BATTERY ISN'T HOLDING A CHARGE / MY BATTERY WIRES BROKE/SHOW WEAR / THE CLIP ON MY BATTERY WIRE FELL OFF.
- ARRIVED BROKEN
- CAN I USE OTHER AMMO THAT IS NOT SPLATRBALL?
- HOW LONG DOES THE SPLATRBALL AMMO STAY HYDRATED? CAN I REHYDRATE THEM?
- WHY IS THE SPLATRBALL AMMO NOT EXPLODING ON IMPACT?
- MY SPLATRBALL MINI 375 WILL NOT FIRE, OR WILL FIRE INTERMITTENTLY
- CAN I FLY WITH MY SPLATRBALL BLASTER?
- WHAT IS THE WARRANTY ON THE BLASTER?
- WHAT WILL VOID THE WARRANTY OF MY BLASTER?

HOW-TO VIDEOS



EVERYTHING YOU NEED TO KNOW ABOUT THE SPLATRBALL BLASTER KIT



SPLATRBALL SRB375 MINI INSTRUCTION VIDEO



HOW TO USE THE SPLATRBALL SLING



FULL SPLATRBALL INSTRUCTION & TROUBLESHOOTING

CONTACT US

Please before contacting us check out our How-To Videos Section!

We are trying to reply to all the requests as quick as possible, but our response may be delayed for more than 24-48 hours and it can take up to a week or more due to limited staffing at this time. We are sorry for this inconvenience and are working hard for our customers. If you need to CANCEL an order, please call customer service at (479) 621-4200, press 1 for customer service.

First Name *

Last Name *

Phone

Email *

Main Contact Reason *

Main Contact Reason

I agree with the SplatRBall Privacy Policy

SPLATRBALL PRIVACY NOTICE
By visiting the SplatrBall.com website you agree to accept the practices described in this Privacy Notice.

CHANGES TO THIS PRIVACY NOTICE, CONDITIONS OF USE AND NOTICES
This Privacy Notice and our Terms of Use will change over time and the use of information that we gather now is subject to these Notices and Terms as modified. Please check this page periodically as you continue to use our site to see if any changes have been made. If you visit our Web site your visit and any dispute over privacy is subject to this Notice and our Legal Notices, including the application of the laws of the State of Arkansas and in the Benton County.

Spam Protection Question *

2 + 11 =

Submit

CONTACT INFORMATION

Main Office: (479) 621-4200

To return a SplatRBall Product for repair or warranty related matters, please call first to get a Return Authorization Number before shipping to:
SplatRBall
1700 N 2nd Street
Rogers, AR 72756

Please address questions, comments, or suggestions to the following:
SplatRBall
P.O. Box 220
Rogers, Arkansas
72757-0220

For additional information on International Distribution, contact:
Export Administrator
SplatRBall
P.O. Box 220
Rogers, Arkansas
72757-0220

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EXHIBIT 21

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

Supply Chain Intelligence about:

S Beam Precision Products Ltd.

Company profile China

SEE S BEAM PRECISION PRODUCTS LTD.'S PRODUCTS AND CUSTOMERS

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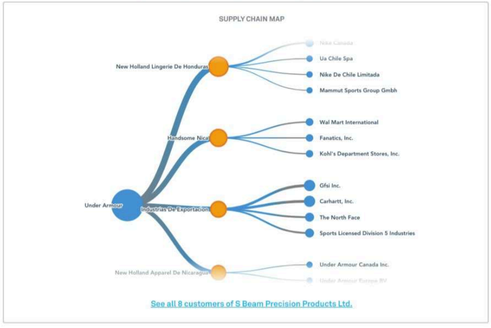
U.S. CUSTOMS RECORDS ORGANIZED BY COMPANY

201 U.S. shipments available for S Beam Precision Products Ltd., updated weekly since 2007

Date	Supplier	Customer	Details	43 more fields
2022-06-15	S BEAM PRECISION PRODUCTS LTD.	XISICO USA INC.	X12PT SHOTGUN THIS SHIPMENT CONTAIN NO WOOD PACKAGING MATERIALS.	BILL OF LADING
2022-06-07	S BEAM PRECISION PRODUCTS LTD.	XISICO USA INC.	X12PT SHOTGUN THIS SHIPMENT CONTAIN NO WOOD PACKAGING MATERIALS.	BILL OF LADING
2022-06-02	S BEAM PRECISION PRODUCTS LTD.	SPLAT R BALL, LLC	ACCESSORY OF AIR GUN HS CODE: 9305990000 PO NO. 9105409, 9105611, 9105707, 9105969, 8000039 ITE M NO. 154592-000 200 PCS, 152865-000 100PCS, 950812 24PCS, 950813 24PCS, 95001S 14232PCS WE HEREBY CERTIFING THAT THIS SHIPMENT HAS NO T CONTAINS WOOD PACKAGING MATERIAL	BILL OF LADING

Shipment data shows what products a company is trading and more. Learn more

Explore trading relationships hidden in supply chain data



See all 8 customers of S Beam Precision Products Ltd.

Contact information for S Beam Precision Products Ltd.

Address
BLDGE DONGCHENG INDL ZONE
XINPING RD MINGZHONG TOWN GD
ZHONGSHAN CHINA

Top products
1. air rifle
2. airsoft toys
3. air gun
4. shotgun
5. ceiling fans

Top HS Codes
1. HS 93 - Arms and ammunition; parts and accessories thereof
2. HS 95 - Toys, games and sports requisites; parts and accessories thereof
3. HS 84 - Nuclear reactors, boilers, machinery and mechanical appliances; parts thereof
4. HS 64 - Footwear; gaiters and the like; parts of such articles
5. HS 39 - Plastics and articles thereof

See more goods shipped on Panjiva

Sample Bill of Lading

201 SHIPMENT RECORDS AVAILABLE

Date	2022-06-15
Shipper Name	S Beam Precision Products Limited
Shipper Address	BLDGE DONGCHENG INDL ZONE XINPING RD MINGZHONG TOWN GD ZHONGSHAN CHINA
Consignee Name	Xisico Usa, Inc.
Consignee Address	7724 CHEROKEE STKATY TX 77494 KATY TX US
Notify Party Name	Bruce Chen International
Notify Party Address	6918 CORPORATE DR. #43, HOUSTON TX77036 US
Weight	15602
Weight Unit	KG
Weight in KG	15602.0
Quantity	720
Quantity Unit	CTN
Measure Unit	CM
Shipment Origin	China
Details	15,602.0 kg From port: Shekou, China To port: Houston, Houston, Texas
Place of Receipt	Shekou Pt
Foreign Port of Lading	Shekou, China
U.S. Port of Unlading	Houston, Houston, Texas
U.S. Destination Port	Houston, Houston, Texas
Commodity	X12PT SHOTGUN THIS SHIPMENT CONTAIN NO WOOD PACKAGING MATERIALS.
Container	OOCU8555584
Carrier Name	COHESION FREIGHT (HK) LIMITED
Vessel Name	CMA CGM BIANCA
Voyage Number	0PGCF
Bill of Lading Number	COHECSZZ2002672
Master Bill of Lading Number	OOLU2697620890
Lloyd's Code	9436367
HTS Codes	HTS 9304.00

Suppliers of similar products from China

Chinese air rifle manufacturers
Chinese airsoft toys manufacturers
Chinese air gun manufacturers
Chinese shotgun manufacturers
Chinese ceiling fans manufacturers
Chinese paint manufacturers
Chinese apa manufacturers

Suppliers similar to S Beam Precision Products Ltd.

Carlisle Medical Technologies
Datian Yiduo Trade Co., Ltd.
Dongguan Yu Fu Rubber & Plastic Co.
Sunworld Logistics (Qingdao) Co., Ltd.
A&D (Zhuhai) Co., Ltd.
Suzhou Leacheng Sportswear Co., Ltd.
Kaily Packaging (Dongguan) Co., Ltd.

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55 Water Street, 42nd Floor
New York, NY 10041

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EXHIBIT 22

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

Status Report For:	PRIME TIME TOYS, L.L.C.
Report Date:	6/27/2022
Confirmation Number:	221782696132

IDENTIFICATION NUMBER, ENTITY TYPE AND STATUS INFORMATION

Business ID Number:	0600018447
Business Type:	DOMESTIC LIMITED LIABILITY COMPANY
Status:	ACTIVE
Original Filing Date:	02/27/1995
Stock Amount:	N/A
Home Jurisdiction:	NJ
Status Change Date:	NOT APPLICABLE

REVOCATION/SUSPENSION INFORMATION

DOR Suspension Start Date:	N/A
DOR Suspension End Date:	N/A
Tax Suspension Start Date:	N/A
Tax Suspension End Date:	N/A

ANNUAL REPORT INFORMATION

Annual Report Month:	FEBRUARY
Last Annual Report Filed:	11/24/2021
Year:	2022

AGENT/SERVICE OF PROCESS (SOP)INFORMATION

Agent:	PRIME TIME TOYS
Agent/SOP Address:	200 WANAQUE AVE ,POMPTON LAKES,NJ,07442
Address Status:	DELIVERABLE
Main Business Address:	200 WANAQUE AVE, SUITE 101, POMPTON LAKES, NJ, 07442
Principal Business Address:	200 WANAQUE AVE.SUITE 101,POMPTON LAKES,NJ,07442

ASSOCIATED NAMES

Associated Name:	N/A
Type:	N/A

PRINCIPALS

Following are the most recently reported officers/directors (corporations), managers/members/managing members (LLCs), general partners (LPs), trustees/officers (non-profits).

Title:	CHIEF EXEC. OFFICER (CEO)
Name:	CHIA,FRANCIS
Address:	200 WANAQUE AVE., POMPTON LAKES, NJ, 07442

FILING HISTORY -- CORPORATIONS, LIMITED LIABILITY COMPANIES, LIMITED PARTNERSHIPS AND LIMITED LIABILITY PARTNERSHIPS

To order copies of any of the filings below, return to the service page, https://www.njportal.com/DOR/businessrecords/Default.aspx and follow the instructions for obtaining copies. Please note that trade names are filed initially with the County Clerk(s) and are not available through this service. Contact the Division for instructions on how to order Trade Mark documents.

Charter Documents for Corporations, LLCs, LPs and LLPs

Original Filing (Certificate)Date:	1995

Changes and Amendments to the Original Certificate:

Filing Type	Year Filed
CHANGE OF AGENT AND OFFICE	2006

Note:
Copies of some of the charter documents above, particularly those filed before June 1988 and recently filed documents (filed less than 20 work days from the current date), may not be available for online download.

- For older filings, contact the Division for instructions on how to order.
- For recent filings, allow 20 work days from the estimated filing date, revisit the service center at https://www.njportal.com/DOR/businessrecords/Default.aspx periodically, search for the business again and build a current list of its filings. Repeat this procedure until the document shows on the list of documents available for download.

The Division cannot provide information on filing requests that are in process. Only officially filed documents are available for download.

EXHIBIT 23

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

Supply Chain Intelligence about:

Prime Time Toys Llc

Company profile United States

SEE PRIME TIME TOYS LLC'S PRODUCTS AND SUPPLIERS

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Easy access to trade data

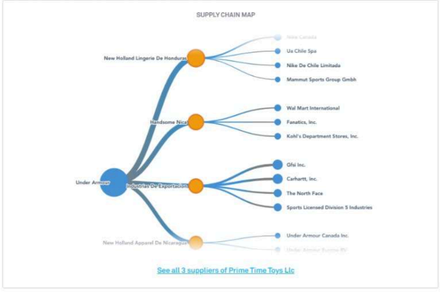
U.S. CUSTOMS RECORDS ORGANIZED BY COMPANY

294 U.S. shipments available for Prime Time Toys Llc, updated weekly since 2007

Date	Buyer	Supplier	Details	43 more fields
2022-06-22	PRIME TIME TOYS LLC	PRIME TIME TOYS LTD.	PLASTIC TOYS H. S. CODE #9503. 00. 00. 73 AGE GR OUP: 3 - 12 YEARS OF AGE (FOR ITEM# 6206-300 M) PO#321 DIAMOND DART REFILL H. S. CODE #9503. 00. 00. 90 AGE GRADE: 14+ PO#321 MK-2. 1 HALF- LENGTH MAGAZINES DART ZONE MAX TOMCAT DART ZO NE MAX 100 LONG DART REFILL PO#315 DART ZONE MAX PROTECTIVE EYEWEAR	BILL OF LADING
2022-06-22	PRIME TIME TOYS LLC	PRIME TIME TOYS LTD.	PLASTIC TOYS + PR SAMPLE H. S. CODE #9503. 00. 0 0. 90 AGE GRADE: 14+ PO#321 DART ZONE MAX TOM CAT DART ZONE MAX DICTATOR HYDRO STRIKE NEBUL A GEL BLASTER PO#315 HYDRO STRIKE PULSAR PRO	BILL OF LADING
2022-06-07	PRIME TIME TOYS LLC	PRIME TIME TOYS LTD.	PLASTIC TOYS + PR SAMPLES H. S. CODE #9503. 00. 00. 73 AGE GROUP: 3 - 12 YEARS OF AGE (FOR OT HER ITEMS) PO#315 DART ZONE SPECTRUM MOTORIZE D CLIP-FED BLASTER SWIM THRU RINGS 2 PK DART ZONE VULCANATOR AF RANGER AF JURASSIC BLUE AF JURASSIC WORLD PYRORAPTOR H. S. CODE #9503. 00. 00. 90 AGE GRADE: 14+ (FOR ITEM# 6110-PR) A F DEUCE PRO	BILL OF LADING

Shipment data shows what products a company is trading and more. Learn more

Explore trading relationships hidden in supply chain data



See all 3 suppliers of Prime Time Toys Llc

Contact information for Prime Time Toys Llc

Address
200 WANAQUE AV POMPTON LAKES NJ
07442

Sign up to access
www.primetimetoys.com

19 employee contacts for Prime Time Toys Llc

Job title	Name	Email	Phone number
Vice President, Operations	Mark M	See all 19 employee contacts	
General Manager	Amy W	Request a Demo	
Customer Svc	Tracy P		

See all 19 employee contacts

Top products

1. plastic toys
2. dart
3. blaster
4. magazine
5. mask

Top HS Codes

1. HS 95 - Toys, games and sports requisites; parts and accessories thereof
2. HS 49 - Printed books, newspapers, pictures and other products of the printing industry; manuscripts, typescripts and plans
3. HS 84 - Nuclear reactors, boilers, machinery and mechanical appliances; parts thereof
4. HS 63 - Textiles, made up articles; sets; worn clothing and worn textile articles; rags
5. HS 85 - Electrical machinery and equipment and parts thereof; sound recorders and reproducers; television image and sound recorders and reproducers, parts and accessories of such articles

See more goods shipped on Panjiva

Sample Bill of Lading

294 SHIPMENT RECORDS AVAILABLE

Date	2022-06-22
Shipper Name	Prime Time Toys Limited
Shipper Address	Unit 5, 2nd Floor, Kwong Sang Hong Centre, 151-153, Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong
Consignee Name	Prime Time Toys Llc.,
Consignee Address	200 WANAQUE AV POMPTON LAKES NJ 07442
Notify Party Name	Unique Logistics International Lax
Notify Party Address	10810 PAINTER AVE SANTA FE_SPRINGS,, US
Weight	7366
Weight Unit	KG
Weight in KG	7366.0
Quantity	1327
Quantity Unit	CTN
Shipment Origin	Hong Kong
Details	7,366.0 kg From port: Yantian, China To port: Port of Tacoma, Tacoma, Washington
Place of Receipt	Yantian
Foreign Port of Lading	Yantian, China
U.S. Port of Unlading	Port of Tacoma, Tacoma, Washington
U.S. Destination Port	Port of Tacoma, Tacoma, Washington
Commodity	PLASTIC TOYS H. S. CODE #9503. 00. 00. 73 AGE GR OUP: 3 - 12 YEARS OF AGE (FOR ITEM# 6206-300 M) PO#321 DIAMOND DART REFILL H. S. CODE #9503. 00. 00. 90 AGE GRADE: 14+ PO#321 MK-2. 1 HALF- LENGTH MAGAZINES DART ZONE MAX TOMCAT DART ZO NE MAX 100 LONG DART REFILL PO#315 DART ZONE MAX PROTECTIVE EYEWEAR
Container	SEGU6020394
Marks Description	PRIME TIME PRIME TIME TOYS LLC ITEM ID: 6206 -300M P.O. NO.: 321 PACK: 6 SEATTLE, WA MAD E IN CHINA C/NO. 1-500 BAR CODE #729747620077 - ITEM ID: 6109 -HM - P. O. NO.: 321 PACK: 24 C/NO. 1 -92 BAR CODE #729747610813 - ITEM I D: 6112 - P. O. NO.: 321 PACK: 4 C/NO. 1 -50 0 BAR CODE #729747611200 - ITEM ID: 6603- M - P. O. NO.: 321 PACK: 24 C/NO. 1-125 BAR COD E #729747660307 PRIME TIME PRIME TIME TOYS LL C ITEM ID: 6604 P. O. NO.: 315 PACK: 24 SEA
Carrier Name	FOUREVER INTERNATIONAL LIMITED
Vessel Name	YM TRUTH
Voyage Number	0009E
Bill of Lading Number	FEVHSGZF12051244
Master Bill of Lading Number	HDMUSZPM15671400
Lloyd's Code	9860910
HTS Codes	HTS 9503.00.00.73,HTS 9503.00.00.90

Buyers of similar products

- plastic toys buyers
- dart buyers
- blaster buyers
- magazine buyers
- mask buyers
- ball buyers
- ada buyers

Suppliers of similar products

- plastic toys manufacturers
- dart manufacturers
- blaster manufacturers
- magazine manufacturers
- mask manufacturers
- ball manufacturers
- ada manufacturers

Buyers similar to Prime Time Toys Llc

- Texas International Mohair Inc.
- Tym USA Inc.
- Mr Direct Inc Intl
- Ifs Ona Polymers Inc.
- Seascape Lamps Inc.
- Kamas L P
- Compal Electronics Inc.

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EXHIBIT 24

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

Supply Chain Intelligence about:

Prime Time Toys Limited

Company profile Hong Kong, China

SEE PRIME TIME TOYS LIMITED'S PRODUCTS AND CUSTOMERS
Thousands of companies like you use Panjiva to research suppliers and competitors.

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Reveal patterns in global trade



Easy access to trade data

892 US import shipments

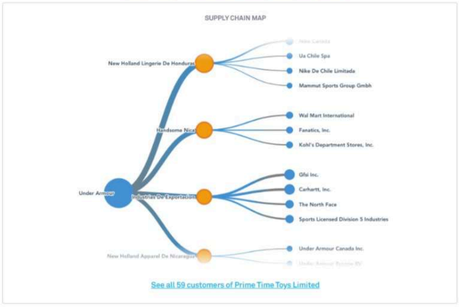
U.S. CUSTOMS RECORDS ORGANIZED BY COMPANY

892 U.S. shipments available for Prime Time Toys Limited, updated weekly since 2007

Date	Supplier	Customer	Details	43 more fields
2022-06-22	PRIME TIME TOYS LIMITED	PRIME TIME TOYS LLC	PLASTIC TOYS H. S. CODE #9503. 00. 00. 73 AGE GR OUP: 3 - 12 YEARS OF AGE (FOR ITEM# 6206-300 H) PO#321 DIAMOND DART REFILL H. S. CODE #9503. 00. 00. 90 AGE GRADE: 14+ PO#321 MK-2. 1 HALF- LENGTH MAGAZINES DART ZONE MAX TOMCAT DART ZO NE MAX 100 LONG DART REFILL PO#315 DART ZONE MAX PROTECTIVE EYEWEAR	BILL OF LADING
2022-06-22	PRIME TIME TOYS LIMITED	PRIME TIME TOYS LLC	PLASTIC TOYS + PR SAMPLE H. S. CODE #9503. 00. 0 0. 90 AGE GRADE: 14+ PO#321 DART ZONE MAX TOM CAT DART ZONE MAX DICTATOR HYDRO STRIKE NERUL A GEL BLASTER PO#315 HYDRO STRIKE PULSAR PRO	BILL OF LADING
2022-06-21	PRIME TIME TOYS LIMITED	WET PRODUCTS	PLASTIC TOYS HS CODE 9503 00 00 73 AGE GROUP 3 12 YEARS OF AGE P O NO PT47 032322 SPLASH BOMBS W DISPLAY MONSTER BLASTER CRITTER BLASTER W DISPLAY MINI LIQUIDATOR 2 PACK SPLASH BOMB FOOTBALL W DISPLAY SHARKPEDO DIVE TOY 12 TROPICAL REEF SCRAMBLER DIVING SET SHARKPEDO DIVE TOYS 4 PACK 5 PLASTIC TOYS HS CODE 9503 00 00 73 AGE GROUP 3 12 YEARS OF AGE P O NO PT47 032322 PAK ELIMINATOR W DISPLAY MAX...	BILL OF LADING

Shipment data shows what products a company is trading and more. Learn more

Explore trading relationships hidden in supply chain data



See all 59 customers of Prime Time Toys Limited

Contact information for Prime Time Toys Limited

Address
KWONG SANG HONG CENTRE SUITE 5
HOI BUN ROAD KOWLOON SIN NUMERO

pttoys@biznetvigator.com
www.primetimetoys.com/

Top products
1. toys
2. pdq
3. dart
4. blaster
5. eliminator

Top HS Codes
1. HS 95 - Toys, games and sports requisites; parts and accessories thereof
2. HS 42 - Articles of leather; saddlery and harness; travel goods, handbags and similar containers; articles of animal gut (other than silk-worm gut)
3. HS 98 - SPECIAL CLASSIFICATION DIVISIONS
4. HS 39 - Plastics and articles thereof
5. HS 84 - Nuclear reactors, boilers, machinery and mechanical appliances; parts thereof

See more goods shipped on Panjiva

Sample Bill of Lading

897 SHIPMENT RECORDS AVAILABLE

Date	2022-06-22
Shipper Name	Prime Time Toys Limited
Shipper Address	Unit 5, 2nd Floor, Kwong Sang Hong Centre, 151-153, Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong
Consignee Name	Prime Time Toys Llc.,
Consignee Address	200 WANAQUE AV POMPTON LAKES NJ 07442
Notify Party Name	Unique Logistics International Lax
Notify Party Address	10810 PAINTER AVE SANTA FE,SPRINGS,, US
Weight	7366
Weight Unit	KG
Weight in KG	7366.0
Quantity	1327
Quantity Unit	CTN
Shipment Origin	Hong Kong
Details	7,366.0 kg From port: Yantian, China To port: Port of Tacoma, Tacoma, Washington
Place of Receipt	Yantian
Foreign Port of Lading	Yantian, China
U.S. Port of Unlading	Port of Tacoma, Tacoma, Washington
U.S. Destination Port	Port of Tacoma, Tacoma, Washington
Commodity	PLASTIC TOYS H. S. CODE #9503. 00. 00. 73 AGE GR OUP: 3 - 12 YEARS OF AGE (FOR ITEM# 6206-300 H) PO#321 DIAMOND DART REFILL H. S. CODE #9503. 00. 00. 90 AGE GRADE: 14+ PO#321 MK- 2. 1 HALF- LENGTH MAGAZINES DART ZONE MAX TOMCAT DART ZO NE MAX 100 LONG DART REFILL PO#315 DART ZONE MAX PROTECTIVE EYEWEAR
Container	SEGU6020194
Marks Description	PRIME TIME PRIME TIME TOYS LLC ITEM ID: 6206 -300M P O. NO.: 321 PACK: 6 SEATTLE, WA MAD E IN CHINA C/NO. 1-500 BAR CODE #729747620677 - ITEM ID: 6109-HM - P.O. NO.: 321 PACK: 24 C/NO. 1-92 BAR CODE #729747610913 - ITEM I D: 6112 - P. O. NO.: 321 PACK: 4 C/NO. 1-50 0 BAR CODE #729747611200 - ITEM ID: 6603-M - P. O. NO.: 321 PACK: 24 C/NO. 1-125 BAR COD E #729747660307 PRIME TIME PRIME TIME TOYS LL C ITEM ID: 6605-P O. NO.: 315 PACK: 24 SEA
Carrier Name	FOUREVER INTERNATIONAL LIMITED
Vessel Name	YM TRUTH
Voyage Number	0009E
Bill of Lading Number	FEVMSZXF22051244
Master Bill of Lading Number	HDMUSZPM15871400
Lloyd's Code	9860910
HTS Codes	HTS 9503.00.00.73;HTS 9503.00.00.90

Suppliers of similar products from Hong Kong

Hong Kong toys manufacturers
Hong Kong pdq manufacturers
Hong Kong dart manufacturers
Hong Kong blaster manufacturers
Hong Kong eliminator manufacturers
Hong Kong vancouver canada contained manufacturers
Hong Kong sprinkler manufacturers
Hong Kong magazine manufacturers
Hong Kong football manufacturers
Hong Kong mask manufacturers

Suppliers similar to Prime Time Toys Limited

Wah Wing Co., Ltd.
Greenfield Interstade Co.
Ya Lan Shi International
Worldwide Logistics Co., Ltd.
Kenson Co.
Concept Marketing Agencies Ltd.
Kam Pin Paint Works Ltd.
Oguy Trading Ltd.
Join Winner Industries Ltd.
Longying International Ltd.

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EXHIBIT 25

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____



United States Patent and Trademark Office

Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Wed Jun 22 04:07:23 EDT 2022

Logout Please logout when you are done to release system resources allocated for you.

Start List At: OR Jump to record: **Record 3 out of 105**

TSDR | ASSIGN Status | TTAB Status *(Use the "Back" button of the Internet Browser to return to TESS)*

HYDRO STRIKE

Word Mark	HYDRO STRIKE
Goods and Services	IC 028. US 022 023 038 050. G & S: Toy projectile shooters; hand-held water blasters being toy projectile shooters; gel pellet blasters being toy projectile shooters; replacement gel pellets for gel pellet shooters being toy projectile shooters
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	90848352
Filing Date	July 26, 2021
Current Basis	1B
Original Filing Basis	1B
Published for Opposition	May 31, 2022
Owner	(APPLICANT) **Easebon** Services Limited Limited Liability Company HONG KONG Kwong Sang Hong Centre 151 Hoi Bun Rd., Ste 2/F Kwun Tong HONG KONG
Attorney of Record	Chester Rothstein
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "HYDRO" APART FROM THE MARK AS SHOWN
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

EXHIBIT 26

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____



United States Patent and Trademark Office

Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Wed Jun 22 04:07:23 EDT 2022

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Start List At: OR Jump to record: **Record 2 out of 2**

Typed Drawing

Word Mark	**PRIME TIME INTERNATIONAL**
Goods and Services	IC 028. US 022. G & S: toys; namely, water guns; miniature dolls and accessories; toy vibrating novelty pen and children's toy bracelets. FIRST USE: 19920611. FIRST USE IN COMMERCE: 19920611
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	74294797
Filing Date	July 15, 1992
Current Basis	1A
Original Filing Basis	1B
Published for Opposition	November 9, 1993
Registration Number	1870649
Registration Date	December 27, 1994
Owner	(REGISTRANT) ENGHAN LTD. CORPORATION HONG KONG Unit 10, 20/F. Cheung Fung Ind. Bldg. 23-39, Pak Tin Par St. Tsuen Wan HONG KONG (LAST LISTED OWNER) EASEBON SERVICES LIMITED BODY CORPORATE HONG KONG 151 HOI BUN ROAD STE 5, 2/F KWONG SAND HONG CENTRE KWUN TONG HONG KONG
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Chester Rothstein, Esq.
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20150107.
Renewal	2ND RENEWAL 20150107
Live/Dead Indicator	LIVE

EXHIBIT 27

Complainants Hasbro, Inc. and Spin Master, Inc.
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7 29747 88024 8
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PT-8812-1021
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EXHIBIT 28

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

SHOP

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Showing all 5 results

Sort by price: high to low

FILTER BY PRICE

Price: $0 — $90 FILTER

PRODUCT CATEGORIES

- Accessories 3
- Gel Blasters 2



Hydro Strike Pulsar Pro

$85.99



Nebula Pro

$24.99



Hydro Strike Pulsar Pro Rechargeable Battery Pack Refill

$19.99



Hydro Strike Pulsar Pro Gel Water Bead Get-Tek Cartridge Refill

$14.99



Hydro Strike Gel-Tek Gel Beads Refill Pack – 20000 pcs

$9.99

GEL BLASTERS WITH STYLE.

Only at Walmart

WARNING: NOT A TOY. ADULT SUPERVISION REQUIRED. MISUSE OR CARELESS USE MAY CAUSE SERIOUS INJURY, PARTICULARLY TO THE EYE. MAY BE DANGEROUS UP TO 60 YARDS (55 METRES).

FAQ

- *How do I use gel beads?*
- *Are Gel-Tek gel beads non-toxic?*
- *Where can I buy Hydro Strike Gel Blasters?*
- *Can I buy replacement clips, gel beads and batteries?*
- *What is the recommended age?*
- *What is the velocity of the blaster?*
- *What caliber are the Gel-Tel gel beads?*
- *Can I use Gel-Tek gel beads with other gel blasters?*
- *Do you sell replacement rechargeable batteries for the Hydro Strike Pulsar Pro?*
- *How do I contact customer service?*
- *How do warranty claims and returns work?*
- *My blaster is making a high-pitched whining noise and will not shoot.*

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EXHIBIT 29

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

SUPPORT & CONTACT

FAQ's and Contact Information

FAQ'S

WHAT IS THE WARRANTY PERIOD ON DAISY, POWERLINE AND AVANTI AIRGUNS? HOW LONG ARE THE SIGHTS UNDER WARRANTY?

Guns have a one-year warranty from date of purchase and sights have a 90 day warranty from date of purchase.

HOW CAN I CANCEL MY ORDER?

HOW MUCH IS THE OUT-OF-WARRANTY CHARGE ON GUNS/SIGHTS?

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HOW TO TELL TIME WITH YOUR DAISY CHRISTMAS DREAM RED RYDER SUNDIAL

MY GUN IS JAMMED AND WILL NO LONGER SHOOT. WHAT SHOULD I DO?

MY CO2 GUN IS LEAKING WHERE YOU PUNCTURE THE CO2 CYLINDER? CAN I FIX THIS MYSELF?

WHERE IS THE MODEL NUMBER LOCATED ON MY GUN?

WHERE CAN I PURCHASE DAISY PRODUCTS LOCALLY?

CAN ORDERS BE SHIPPED OUTSIDE OF THE USA?

HOW LONG DOES IT TAKE TO RECEIVE MY ORDER?

HOW DO I COCK THE DAISY CROSSBOW?

I COCKED MY BUCK BB GUN OR RED RYDER BB GUN BUT IT WILL NOT SHOOT. WHAT SHOULD I DO?

HOW DOES THE SLIDE REMOVAL BUTTON ON THE DAISY POWERLINE 340 WORK?

HOW DO YOU LOAD THE DAISY POWERLINE 340 CLIP?

WHY IS THE POWERLINE 880 (AND ALL OTHER DAISY MULTI-PUMP AIR RIFLES) LEAKING / NOT HOLDING AIR?

WHAT ARE THE PROPER OPERATING STEPS FOR THE POWERLINE 880 (AND ALL OTHER DAISY MULTI-PUMP AIR RIFLES)?

WHY IS THE DAISY RED RYDER / BUCK / MODEL 10 NOT SHOOTING?

OTHER USEFUL INFORMATION

- SPARE PARTS
- WARRANTY INFORMATION / ACTIVATION
- STATE REGULATIONS
- AIRGUN HUNTING LAWS
- TERMINOLOGY

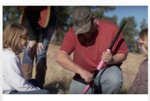
BLOG



PIERRE JUNIOR SHOOTERS TAKE NATIONAL CHAMPIONSHIP AT DAISY NATIONAL BB GUN CHAMPIONSHIP MATCH



CHALLENGE ACCEPTED! DAISY RELEASES MODEL 599 10-METER COMPETITION AIR GUN



RED RYDER FAMILY TARGET SHOOT

1 2 3 ... 6 →

CONTACT US

We are trying to reply to all the requests as quick as possible, but our response may be delayed for more than 24-48 hours and it can take up to a week or more due to limited staffing at this time. We are sorry for this inconvenience and are working hard for our customers. If you need to CANCEL an order, please call customer service at 479-636-1200, press 1 for customer service.

First Name *

Last Name *

Phone

Email *

Main Contact Reason *

Main Contact Reason

Questions / Comments *

I agree with the DAISY Privacy Policy

Daisy.com Privacy Notice
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Changes to this Privacy Notice, Conditions of Use and Notices
This Privacy Notice and our Terms of Use will change over time and the use of information that we gather now is subject to these Notices and Terms as modified. Please check this page periodically as you continue to use our site to see if any changes have been made. If you visit our Web site your visit and any dispute over privacy is subject to this Notice and our Legal Notices, including the application of the laws of the State of Arkansas and in the Benton County.

Spam Protection Question *

2 + 9 =

Submit

CONTACT INFORMATION

Main Office: (479) 636-1200

To return a Daisy Product for repair or warranty related matters, please call first to get a Return Authorization Number before shipping to:
Daisy Outdoor Products
1700 N 2nd Street
Rogers, AR 72756

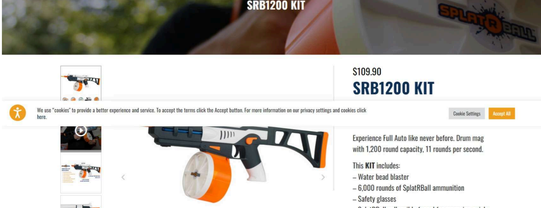
Please address questions, comments, or suggestions to the following:
Daisy Outdoor Products
P.O. Box 220
Rogers, Arkansas
72757-0220

For additional information on International Distribution, contact:
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Daisy Outdoor Products
P.O. Box 220
Rogers, Arkansas
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EXHIBIT 30

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____





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$109.90

SRB1200 KIT

Experience Full Auto like never before. Drum mag with 1,200 round capacity, 11 rounds per second.

This **KIT** includes:
– Water bead blaster
– 6,000 rounds of SplatRBall ammunition
– Safety glasses
– SplatRBall collapsible funnel for magazine quick loading
– 1,200 round drum magazine
– Rechargeable 7.4V 1800mAh battery with charging cable
– Water activated target

120 in stock

- 1 +

ADD TO CART

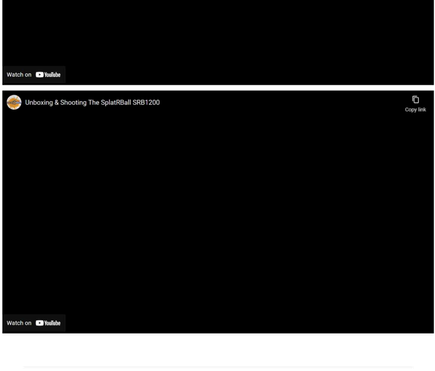
COMPARE

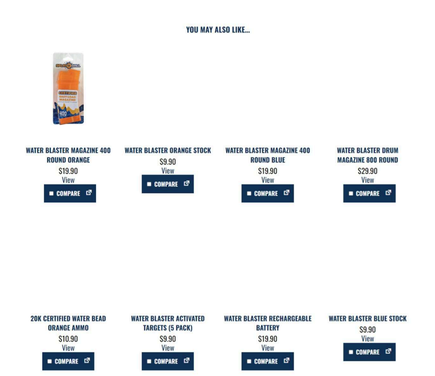
Item Number: 950003-01
Category: Blaster Kits

DESCRIPTION ADDITIONAL INFORMATION PRODUCT MANUAL

SplatRBall® everything in your path with full auto 11 round per second water bead fire rate and a 1,200 round drum magazine! The SplatRBall® SRB1200 Full Auto Water Bead Gel Ball Blaster shoots up to 210 feet per second (fps) SplatRBall ammo. It has a drum magazine with 1,200 round capacity. Shoots Certified 7.5mm SplatRBall® water bead ammo at 11 rounds per second fire rate. It has an integrated LED blue light up bar on both sides! This kit contains one Blaster, 1,200 round drum magazine, detachable stock, 6,000 rounds of SplatRBalls, rechargeable 7.4V 1800mAh battery with charging cable (up to 5,000 shots per battery charge), SplatRBall® collapsible funnel for magazine quick loading, safety glasses and one water activated target.
Please make sure you only use SplatRBall Certified Ammunition . Other brands or types of ammo might damage your blaster.

- 【Full Auto Water Gel Blaster Action】11 rounds per second fully auto fire rate. Rechargeable battery sends ammo 210 fps downrange.
- 【1,200 water gel rounds, zero re-loads】1,200 water gel ball drum magazine capacity. Load your mag, shoot 1,200 water bead rounds!
- 【Complete Water Gel Blaster Kit】Kit includes: Water bead gel blaster, 1,200 round water gel drum magazine, 6,000 water ball Splat R Ball ammunition, safety glasses, Splat R ball collapsible easy loading funnel, Rechargeable 7.4V 1800mAh battery with charging cable and SplatRBall water ball activated target!
- 【Water Gel Ball Blaster】The water ball bead ammo hydrates in 4 hours and fragment on impact. They are non-toxic, non-staining and can be rehydrated. Easy clean up! Powered by a 7.4V rechargeable battery – 5000 shots per battery charge.
- 【High Performance Water Gel Ball Blaster】SplatRBall everything in your path at up to 11 SplatRBalls per second with SplatRBall Electric Gel Water Bead Blaster SRB1200. Up to 210 feet per second!
- 【LED Water Gel Ball Blaster】Integrated blue LED light up bar on both sides of the water gel ball blaster. Gives a futuristic look to it!. Normally only seen in high end custom water gel blasters!
- 【Designed to Last】Full size splatter ball gun, durable synthetic design, high quality ABS and Nylon composite body.
- 【Perfect Gift】The perfect gift for dad, mom, grandson, niece, or nephew for birthday, Christmas, New Year, and other holidays.
- 【Recommended age 14+】Read manual and all warnings before use. Always wear eye protection.







YOU MAY ALSO LIKE...



WATER BLASTER MAGAZINE 400 ROUND ORANGE
$19.90
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COMPARE

WATER BLASTER ORANGE STOCK
$9.90
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COMPARE

WATER BLASTER MAGAZINE 400 ROUND BLUE
$19.90
View
COMPARE

WATER BLASTER DRUM MAGAZINE 800 ROUND
$29.90
View
COMPARE

20K CERTIFIED WATER BEAD ORANGE AMMO
$10.90
View
COMPARE

WATER BLASTER ACTIVATED TARGETS (5 PACK)
$9.90
View
COMPARE

WATER BLASTER RECHARGEABLE BATTERY
$19.90
View
COMPARE

WATER BLASTER BLUE STOCK
$9.90
View
COMPARE

Sold

SPLATRBALL T-SHIRT SPORT-TEK (NEW!)
~~$19.90~~ $14.90
COMPARE

SHARE E-MAIL FACEBOOK TWITTER REDDIT

WARNING DO NOT BRANDISH OR DISPLAY THESE PRODUCTS IN PUBLIC. DO NOT TAKE SPLATRBALL BLASTERS TO ANY SCHOOL OR FEDERAL PROPERTIES. IT MAY CONFUSE PEOPLE AND MAY BE A CRIME. POLICE AND OTHERS MAY THINK THIS IS A FIREARM. DO NOT CHANGE THE COLORATION AND MARKINGS TO MAKE IT LOOK MORE LIKE A FIREARM. THAT IS DANGEROUS AND MAY BE A CRIME.

WARNING ADULT SUPERVISION REQUIRED. CAN CAUSE EYE INJURY. ALWAYS WEAR EYE PROTECTION. READ AND FOLLOW ALL INSTRUCTIONS. NEVER AIM OR SHOOT TO PEOPLE OR ANIMALS. BE SURE OF YOUR TARGET. CHOKING HAZARD. EXPANDING AMMO. DO NOT EAT. KEEP IN A SAFE CONTAINER AWAY FROM CHILDREN. THE PLUNGER AND USER SHOULD CONFORM TO ALL LAWS GOVERNING THE USE AND OWNERSHIP OF THIS BLASTER. RECOMMENDED USE: 14+ YEARS OLD.

WARNING This product can expose you to chemicals including lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov

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EXHIBIT 11

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

DocuSign Envelope ID: 68163DCE-7F86-4E98-8697-96F4D72BA0E6
Filing#:803374007 Document#:1135728090002 Filed On 4/1/2022 received by Upload

CERTIFICATE OF CONVERSION
OF
GEL BLASTER LLC
(a Texas Limited Liability Company)
INTO
GEL BLASTER, INC.
(a Texas Corporation)

Pursuant to the provisions of 10.154 and 10.155 of the Texas Business Organizations Code, the undersigned adopts the following Certificate of Conversion for the purpose of converting into Gel Blaster, Inc., a Texas corporation, and hereby certifies as follows:

1. The name of the converting limited liability company (the "Converting Entity") is Gel Blaster LLC.

2. The jurisdiction of formation of the Converting Entity is Texas.

3. The date of formation of the Converting Entity is July 22, 2019.

4. The file number issued to the Converting Entity by the Secretary of State of Texas ("Secretary of State") is: 803374007.

5. The Converting Entity is converting to a Texas for-profit corporation. The name of the corporation (the "Converted Entity") is Gel Blaster, Inc.

6. The Converted Entity will be formed under the laws of Texas.

7. Instead of attaching the plan of conversion, the Converting Entity certifies to the following statements:

(a) A signed Plan of Conversion is on file at the principal place of business of the Converting Entity. The address of the principal place of business of the Converting Entity is 5000 Plaza on the Lake, Suite 265, Austin, Texas 78746.

(b) A signed Plan of Conversion will be on file after the conversion at the principal place of business of the Converted Entity. The address of the principal place of business of the Converted Entity is 5000 Plaza on the Lake, Suite 265, Austin, Texas 78746.

(c) A copy of the Plan of Conversion will be on written request furnished without cost by the Converting Entity before the conversion or by the Converted Entity after the conversion to any member of the Converting Entity or shareholder of the Converted Entity.

8. The Converted Entity is a Texas corporation. The Certificate of Formation of the Converted Entity is attached to this Certificate.

9. The Plan of Conversion has been approved as required by the laws of the jurisdiction of formation and the governing documents of the Converting Entity.

10. This document becomes effective when the document is accepted and filed by the Secretary of State.

11. In lieu of providing a tax certificate from the Texas Comptroller of Public Accounts, the Converted Entity is liable for the payment of any franchise taxes.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion as of the date set forth below, subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 4/1/2022

Gel Blaster LLC,
a Texas limited liability company

DocuSigned by:
By: Colin Guinn
E5EAD05CE522421...
Name: Colin Guinn
Title: Manager

DocuSign Envelope ID: 68163DCE-7F86-4E98-8697-96F4D72BA0E6

CERTIFICATE OF FORMATION
OF
GEL BLASTER, INC.

This entity is being created pursuant to a Plan of Conversion whereby Gel Blaster, LLC, a Texas limited liability company, formed on July 22, 2019, and located at 5000 Plaza on the Lake, Suite 265, Austin, Texas 78746, is being converted into a Texas for-profit corporation by the name of Gel Blaster, Inc. (the "Corporation") under the Texas Business Organizations Code (the "TBOC").

1. Name. The name of the Corporation is Gel Blaster, Inc.

2. Type of Entity. The type of entity being formed is a for-profit corporation.

3. Purpose. The purpose for which the Corporation is organized is to engage in the transaction of any and all lawful business for which corporations may be incorporated under the TBOC.

4. Stock. The total number of shares of stock which the Corporation shall have authority to issue is 30,000,000 shares of capital stock, classified as (i) 20,000,000 shares of Class A Voting Common Stock, $0.001 par value per share ("Class A Common Stock"), (ii) 5,000,000 shares of Class B Non-Voting Common Stock, $0.001 par value per share ("Class B Common Stock" and together with Class A Common Stock, the "Common Stock") and (iii) 5,000,000 shares of Preferred Stock, $0.001 par value per share ("Preferred Stock"). Preferred Stock may be issued in one or more series as may be determined from time to time by the Board of Directors. All shares of any one series of Preferred Stock will be identical except as to the date of issue and the dates from which dividends on shares of the series issued on different dates will cumulate, if cumulative. Authority is hereby expressly granted to the Board of Directors to authorize the issuance of one or more series of Preferred Stock, and to fix by resolution or resolutions providing for the issue of each such series the voting powers, designations, preferences, and relative, participating, optional, redemption, conversion, exchange or other special rights, qualifications, limitations or restrictions of such series, and the number of shares in each series, to the full extent now or hereafter permitted by law.

5. Registered Office and Agent. The business address of the registered agent and the address of the initial registered office of the Corporation is 5000 Plaza on the Lake, Suite 265, Austin, Texas 78746, and the name of its initial registered agent at such address is Colin Guinn.

6. Initial Mailing Address. The initial mailing address of the Corporation is 5000 Plaza on the Lake, Suite 265, Austin, Texas 78746.

7. Directors. The number of directors constituting the initial Board of Directors is three (3) and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders and until each such director's successor is elected and qualified or, if earlier, until each such director's death, resignation, or removal as director, are as follows:

Name	Address
Colin Guinn	5000 Plaza on the Lake, Suite 265 Austin, Texas 78746
Peyton Healey	5000 Plaza on the Lake, Suite 265 Austin, Texas 78746

DocuSign Envelope ID: 68163DCE-7F86-4E98-8697-96F4D72BA0E6

Name	Address
Tarun Nimmagadda	5000 Plaza on the Lake, Suite 265 Austin, Texas 78746

8. Indemnification. The Corporation shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person (a) is or was a director or officer of the Corporation or (b) while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent that a corporation may grant indemnification to a director under the TBOC, as the same exists or may hereafter be amended. Such right shall be a contract right and as such shall run to the benefit of any director or officer who is elected and accepts the position of director or officer of the Corporation or elects to continue to serve as a director or officer of the Corporation while this Section 8 is in effect. Any repeal or amendment of this Section 8 shall be prospective only and shall not limit the rights of any such director or officer or the obligations of the Corporation with respect to any claim arising from or related to the services of such director or officer in any of the foregoing capacities prior to any such repeal or amendment of this Section 8. Such right shall include the right to be paid or reimbursed by the Corporation for expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the TBOC, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Corporation within 90 days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the TBOC, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors or any committee thereof, special legal counsel, or shareholders) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Corporation (including its Board of Directors or any committee thereof, special legal counsel, or shareholders) that such indemnification or advancement is not permissible, shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of his heirs, executors, administrators, and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, bylaw, resolution of shareholders or directors, agreement, or otherwise.

The Corporation may additionally indemnify any person covered by the grant of mandatory indemnification contained above to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law.

To the extent permitted by then applicable law, the grant of mandatory indemnification to any person pursuant to this Section 8 shall extend to proceedings involving the negligence of such person.

The Corporation shall have no obligation to fund indemnification of any person to the extent the liability is covered by insurance. The Corporation's obligation to fund indemnification of any person shall commence only after all available insurance has been exhausted.

As used herein, the term "proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an

action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

9. Voting.

(a) Except as otherwise provided herein, each holder of the Class A Common stock is entitled to one vote for each share of Class A Common stock held by such holder at all meetings of shareholders (and written actions in lieu of meetings) and the holders of shares of Class B Common stock shall not be entitled to vote upon any matters submitted to a vote of the shareholders of the Corporation, except as otherwise required by law.

(b) Notwithstanding anything to the contrary herein, at any time that there are any shares of Class A Common stock outstanding held by shareholders who are not Directors or an affiliates of Directors (collectively, "Non-Director Shareholders"), the Corporation shall not, and shall not permit any subsidiary of the Corporation to, engage in or cause any of the following transactions or take any of the following actions, and the Board of Directors shall not permit or cause the Corporation or any subsidiary of the Corporation to engage in, take, or cause any such action except with the prior approval of the holders of a majority of the outstanding shares of Class A Common stock held by Non-Director Shareholders, voting separately as a class:

(i) the issuance of any class of Preferred Stock that are senior in any respect to the Class A Common stock (which for the avoidance of doubt shall not include Common Stock);

(ii) a merger, consolidation, conversion, or other similar transaction involving the Corporation or any subsidiary of the Corporation in which the holders of the Common Stock (or equivalent securities of any subsidiary of the Corporation) immediately prior to such transaction hold in the aggregate less than a majority of the outstanding voting equity securities of the surviving entity immediately after such transaction;

(iii) the sale, lease, or conveyance of all or substantially all of the assets of the Corporation and the subsidiaries of the Corporation on a consolidated basis;

(iv) any action that results in a liquidation or dissolution of the Corporation or any subsidiary of the Corporation;

(v) enter into, amend in any material respect, waive or terminate any agreement with any Director or any affiliate of a Director (a "Related Party Agreement") other than the entry into a Related Party Agreement that is on an arm's length basis and on terms no less favorable to the Corporation than those that could be obtained from an unaffiliated third party, as determined by the Board of Directors; or

(vi) amend or modify the provisions of this Section 9 in a way that is adverse to the Non-Director Shareholders.

10. Limitation of Liability. To the fullest extent permitted by applicable law, a director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for an act or omission in the director's capacity as a director, except that this Section 10 does not eliminate or limit the liability of a director of the Corporation to the extent the director is found liable for:

(a) a breach of the director's duty of loyalty to the Corporation or its shareholders;

(b) an act or omission not in good faith that constitutes a breach of duty of the director to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law;

(c) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or

(d) an act or omission for which the liability of a director is expressly provided by an applicable statute.

Any repeal or amendment of this Section 10 by the shareholders of the Corporation shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the Corporation arising from an act or omission occurring prior to the time of such repeal or amendment. In addition to the circumstances in which a director of the Corporation is not personally liable as set forth in the foregoing provisions of this Section 10, a director shall not be liable to the Corporation or its shareholders to such further extent as permitted by any law hereafter enacted, including without limitation any subsequent amendment to the TBOC.

11. Organizer. The name and address of the organizer are as follows:

Name	Address
Colin Guinn	5000 Plaza on the Lake, Suite 265 Austin, Texas 78746

12. Consent of Shareholders. Any action which may be taken, or which is required by law or the Certificate of Formation or bylaws of the Corporation to be taken, at any annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall have been signed by the holder or holders of shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the action were present and voted.

EXECUTED on 4/1/2022.

DocuSigned by:
Colin Guinn
E5BAD85GE522421...
Colin Guinn, Organizer

EXHIBIT 12

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

Supply Chain Intelligence about:

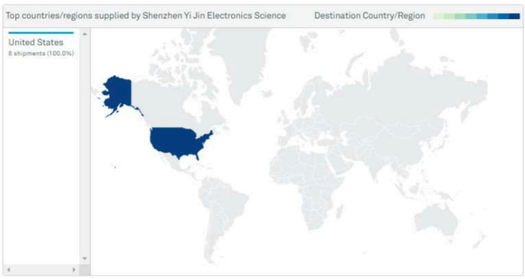
Shenzhen Yi Jin Electronics Science

Company profile China

SEE SHENZHEN YI JIN ELECTRONICS SCIENCE'S PRODUCTS AND CUSTOMERS
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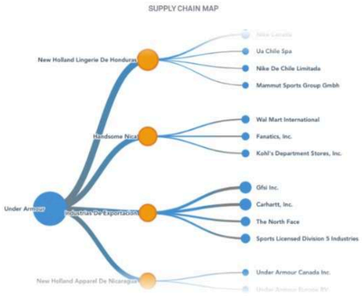
U.S. CUSTOMS RECORDS ORGANIZED BY COMPANY

6 U.S. shipments available for Shenzhen Yi Jin Electronics Science, updated weekly since 2007

Date	Supplier	Customer	Details	43 more fields
2022-04-17	SHENZHEN YI JIN ELECTRONICS SCIENCE	GEL BLASTER / COLLIN GUINN	GEL BLASTER TOYS	BILL OF LADING
2022-04-13	SHENZHEN YI JIN ELECTRONICS SCIENCE	GEL BLASTER / COLLIN GUINN	GEL BLASTER TOYS.	BILL OF LADING
2022-03-19	SHENZHEN YI JIN ELECTRONICS SCIENCE	GEL BLASTER / COLLIN GUINN	GEL BLASTER TOYS THIS SHIPMENT CONTAINS NO S OLID WOOD PACKING MATERIALS GEL BLASTER TOYS THIS SHIPMENT CONTAINS NO S OLID WOOD PACKING MATERIALS	BILL OF LADING

Shipment data shows what products a company is trading and more. Learn more

Explore trading relationships hidden in supply chain data



See 1 customer of Shenzhen Yi Jin Electronics Science

Contact information for Shenzhen Yi Jin Electronics Science

Address
AND TECHNOLOGY CO. LTD. 101-501
DAWANG INDUSTRIAL PARK NO. 66 XIN
XIA RD LONG GANG SHEN ZHEN

Top products
1. toys

Top HS Codes
1. HS 95 - Toys, games and sports requisites; parts and accessories thereof

See more goods shipped on Panjiva

Sample Bill of Lading

6 SHIPMENT RECORDS AVAILABLE

Date	2022-04-17
Shipper Name	Shenzhen Yi Jin Electronics Science
Shipper Address	AND TECHNOLOGY CO. LTD. 101-501 DAWANG INDUSTRIAL PARK NO. 66 XIN XIA RD LONG GANG SHEN ZHEN
Consignee Name	Gel Blaster / Collin Guinn
Consignee Address	4805 BULL MOUNTAIN COVE. AUSTINTX
Notify Party Name	Vantec Hitachi Transport System (Us
Notify Party Address	991 FRANCISCO STREET, TORRANCE, CA, 90502TEL: (310) 525-2980 EXT: 1152, ,OAKLAND,US
Weight	9945
Weight Unit	KG
Weight in KG	9945.0
Quantity	902
Quantity Unit	CTN
Shipment Origin	China
Details	9,945.0 kg From port:Yantian, China To port: Port of Oakland, Oakland, California
Place of Receipt	Yantian
Foreign Port of Lading	Yantian, China
U.S. Port of Unlading	Port of Oakland, Oakland, California
U.S. Destination Port	Port of Oakland, Oakland, California
Commodity	GEL BLASTER TOYS
Container	CXDU1282595
Carrier Name	GREATING SHIPPING COMPANY
Vessel Name	APL COLUMBUS
Voyage Number	093S5
Bill of Lading Number	GMUSVCEN2203085
Master Bill of Lading Number	CMDUGGZ1679274
Lloyd's Code	9597525
HTS Codes	HTS 9503.00

Suppliers of similar products from China
Chinese toys manufacturers

Suppliers similar to Shenzhen Yi Jin Electronics Science
Tyco Safety Products Co., Ltd.

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EXHIBIT 13

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

Supply Chain Intelligence about:

Guang Dong Yu Lee Technology

Company profile China

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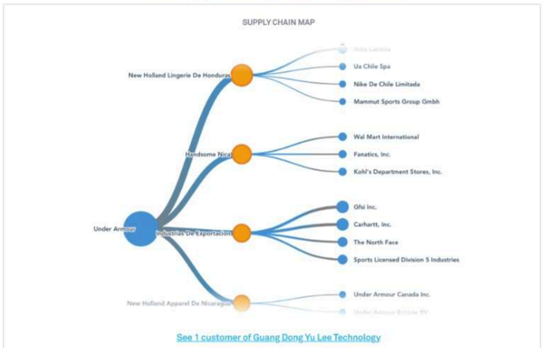
U.S. CUSTOMS RECORDS ORGANIZED BY COMPANY

3 U.S. shipments available for Guang Dong Yu Lee Technology, updated weekly since 2007

Date	Supplier	Customer	Details	43 more fields
2022-03-20	GUANG DONG YU LEE TECHNOLOGY	GEL BLASTER / COLLIN GUINN	GEL BLASTER TOY.	BILL OF LADING
2022-03-20	GUANG DONG YU LEE TECHNOLOGY	GEL BLASTER / COLLIN GUINN	GEL BLASTER TOY	BILL OF LADING
2022-03-11	GUANG DONG YU LEE TECHNOLOGY	GEL BLASTER / COLLIN GUINN	GEL BLASTER TOY	BILL OF LADING

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Explore trading relationships hidden in supply chain data



See 1 customer of Guang Dong Yu Lee Technology

Contact information for Guang Dong Yu Lee Technology

Address
NO 357 QINGFENG RD QINGXI TOWN DO
NGGUAN CITY GUANGDONG PROVINCE

Top products
1. blaster

Top HS Codes
1. HS 95 - Toys, games and sports requisites; parts and accessories thereof

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Sample Bill of Lading

3 SHIPMENT RECORDS AVAILABLE

Date	2022-03-20
Shipper Name	Guang Dong Yu Lee Technology Corpor
Shipper Address	NO 357 QINGFENG RD QINGXI TOWN DO NGGUAN CITY GUANGDONG PROVINCE
Consignee Name	Gel Blaster / Collin Guinn
Consignee Address	4805 BULL MOUNTAIN COVE. AUSTINTX
Notify Party Name	Gel Blaster / Collin Guinn
Notify Party Address	4805 BULL MOUNTAIN COVE, AUSTIN TX78758 US
Weight	9218
Weight Unit	K
Weight in KG	9218.0
Quantity	833
Quantity Unit	CTN
Shipment Origin	China
Details	9,218.0 kg From port: Yantian, China To port: The Port of Los Angeles, Los Angeles, California
Place of Receipt	Yantian China
Foreign Port of Lading	Yantian, China
U.S. Port of Unlading	The Port of Los Angeles, Los Angeles, California
U.S. Destination Port	The Port of Los Angeles, Los Angeles, California
Commodity	GEL BLASTER TOY.
Container	CARU9997972
Marks Description	DESCRIPTION GEL BLASTER TOY G. W. 11. 066KGS N. W. 5. 16KGS QTY12PCS COUNTRY OF ORIGIN CH INA
Carrier Name	SHENZHEN PACIFIC-NET
Vessel Name	EVER FRONT
Voyage Number	010E
Bill of Lading Number	SPNPPRTWS2202018
Master Bill of Lading Number	EGLV143200810621
Lloyd's Code	9850549
HTS Codes	HTS:9503.00

Suppliers of similar products from China

Chinese blaster manufacturers

Suppliers similar to Guang Dong Yu Lee Technology

Shenzhen Htd International Logistic

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EXHIBIT 14

Complainants Hasbro, Inc. and Spin Master, Inc.
337-TA-____

Supply Chain Intelligence about:

Yu Lee Co., Ltd.

Company profile China

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U.S. CUSTOMS RECORDS ORGANIZED BY COMPANY

2 U.S. shipments available for Yu Lee Co., Ltd., updated weekly since 2007

Date	Supplier	Customer	Details	43 more fields
2017-06-15	YU LEE CO., LTD.	DISTRIBUTION SOLUTIONS LLC	PLASTIC TOY SLOT CAR RACING	BILL OF LADING
2017-04-11	YU LEE CO., LTD.	DISTRIBUTION SOLUTIONS LLC	PLASTIC TOY SLOT CAR RACING	BILL OF LADING

Shipment data shows what products a company is trading and more. Learn more

Explore trading relationships hidden in supply chain data



See 1 customer of Yu Lee Co., Ltd.

Contact information for Yu Lee Co., Ltd.

Address
5 18/F KING PALACE PLACE 52A SHA
TSUI RD TSUEN WANN.T. HK CHINA

Top products
1. slot

Top HS Codes
1. HS 95 - Toys, games and sports requisites; parts and accessories thereof

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Sample Bill of Lading

2 SHIPMENT RECORDS AVAILABLE

Date	2017-06-15
Shipper Name	Yu Lee Company Limited
Shipper Address	5 18/F KING PALACE PLACE 52A SHA TSUI RD TSUEN WANN.T. HK CHINA
Consignee Name	Distribution Solutions Llc
Consignee Address	901 LINCOLN PARKWAY PLAINWELL MI 49080 USA
Notify Party Name	Distribution Solutions Llc
Notify Party Address	901 LINCOLN PARKWAY PLAINWELL, MI, 49080 USA UNITED STATES
Weight	3414
Weight Unit	KG
Weight in KG	3414.0
Quantity	550
Quantity Unit	CTN
Measure	27
Measure Unit	CM
Shipment Origin	China
Details	3,414.0 kg From port: Yantian, China To port: Illinois International Port District, Chicago, Illinois Via port: The Port of Los Angeles, Los Angeles, California
Place of Receipt	Cnytn
Foreign Port of Lading	Yantian, China
U.S. Port of Unlading	The Port of Los Angeles, Los Angeles, California
U.S. Destination Port	Illinois International Port District, Chicago, Illinois
Commodity	PLASTIC TOY SLOT CAR RACING
Container	PONU0274120
Marks Description	AS ADDRESSED
Carrier Name	APEX SHIPPING CO
Vessel Name	GERD MAERSK
Voyage Number	721N
Bill of Lading Number	AMAWULSSHZ59474
Master Bill of Lading Number	MAEU960568389
HTS Codes	HTS 9503.00

Suppliers of similar products from China

Chinese slot manufacturers

Suppliers similar to Yu Lee Co., Ltd.

Ningbo Cyan International Trade Co.

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