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 EXHIBIT 10.3  
  
  
 MANUFACTURING AND SUPPLY AGREEMENT  
  
  
 THIS MANUFACTURING AND SUPPLY AGREEMENT dated as of October 24, 1997, by  
and between JAKKS Pacific, Inc., a Delaware corporation ("JAKKS"), and  
Xxxxx-Xxxxxx International, Inc., a New York corporation ("AHI"),  
  
  
  
 W I T N E S S E T H:  
  
  
 WHEREAS, JAKKS is engaged in the Business (as hereinafter defined); and  
  
 WHEREAS, AHI owns or has the rights to use the Tools (as hereinafter  
defined) and has the resources and experience in the manufacture of products  
similar to the Products (as hereinafter defined); and  
  
 WHEREAS, to secure a reliable source of manufacture and supply of  
Products, JAKKS desires to obtain from AHI, and AHI desires to give to JAKKS, a  
commitment for AHI to make the Tools and other manufacturing resources of AHI  
available for the manufacture of Products, and, upon request by JAKKS and  
agreement as to price and delivery date, to manufacture or arrange for the  
manufacture of Products for JAKKS:  
  
 NOW, THEREFORE, in consideration of the premises and the mutual covenants  
hereinafter set forth, the parties hereto hereby agree as follows:  
  
 1. Certain Definitions.  
  
 Capitalized terms, not defined elsewhere herein, are used herein as  
defined as follows:  
  
 1.1. "Base Amount" means the fixed quarterly fee in the amount of  
$110,000 on the first four Payment Dates and $160,000 thereafter.  
  
 1.2. "Business" means the design, manufacture, distribution and  
sale of Products.  
  
 1.3. "Consent" means any approval, authorization, consent or  
ratification by or on behalf of any Person that is not a party to this  
Agreement , or any waiver of, or exemption or variance from, any License or  
Order.   
  
  
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 1.4. "Governmental Authority" means any federal, state or local  
government or governmental authority, agency or instrumentality, or any court  
or arbitration panel of competent jurisdiction, or any recognized professional  
or industry association or organization that establishes policies or standards  
or otherwise regulates or supervises services and activities related to the  
Business, the Trademarks or the Products.  
  
 1.5. "Law" means any statute, rule, regulation or ordinance of any  
Governmental Authority.  
  
 1.6. "License" means any license, permit, certification,  
qualification, franchise or privilege issued or granted by any Governmental  
Authority.  
  
 1.7. "Notice" means giving any notice to, or making any declaration  
or filing, or registration or recordation with any Person.  
  
 1.8. "Order" means any judgement, order, writ, decree, award,  
directive, ruling or decision of any Governmental Authority.  
  
 1.9. "Ordered Products" has the meaning ascribed thereto in Section  
2.1 hereof.  
  
 1.10. "Payment Date" means the last day of each December, March, June  
and September after the date hereof until March 31, 2000.  
  
 1.11. "Payment Period" means the three month period ending on a  
Payment Date.  
  
 1.12. "Person" includes without limitation a natural person,  
corporation, joint stock company, limited liability company, partnership, joint  
venture, association, trust, Governmental Authority, or any group of the  
foregoing acting in concert.  
  
 1.13. "Product" means any toy or assortment thereof listed on  
Schedule 1.13.  
  
 1.14. "Purchase Price" has the meaning ascribed to it in Section 2.1  
hereof.   
  
 1.15. "Quote" has the meaning ascribed thereto in Section 2.1 hereof.   
  
 1.16. "Request Form" has the meaning ascribed thereto in Section 2.1  
hereof.   
  
 1.17. "Substitute Manufacturer" means a manufacturer or supplier of  
Ordered Products to JAKKS, other than AHI or a manufacturer or supplier engaged  
by or acting on behalf of AHI.  
  
 1.18. "Term" means the period commencing on the date hereof and  
ending on March 31, 2000.  
  
  
  
  
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 1.19. "Tools" means the tools, molds, forms, dies and other   
equipment and apparatus of AHI used in the manufacture of Products.  
  
 1.20. "Trademark" means one of the trademarks, including all  
registrations and applications for registration thereof, set forth on Schedule  
1.20.  
  
 2. MANUFACTURE AND SUPPLY OF PRODUCTS.  
  
 2.1. JAKKS may, but shall not be required to, request in writing  
from time to time that AHI provide JAKKS with a quote of the price (the  
"Purchase Price") at which AHI would be willing to manufacture and deliver, or  
arrange for the manufacture and delivery, of Products (the "Ordered Products")  
to JAKKS. Any such request shall be made on AHI's customary purchase order  
form on the terms and conditions set forth therein or on such other form,   
having such terms and conditions, as AHI shall, in its sole discretion, provide  
to JAKKS (any such form being referred to herein as the "Request Form"). AHI  
shall provide JAKKS with such quote in writing (the "Quote") within 30 days  
after AHI's receipt of the Request Form from JAKKS. JAKKS shall, within 15  
days after its receipt of the Quote from AHI, inform AHI in writing whether it  
will accept AHI's offer to manufacture and deliver, or arrange for the  
manufacture and delivery of, the Ordered Products at the price and delivery  
date set forth in the Quote.  
  
 2.2 If JAKKS shall accept AHI's offer, AHI shall manufacture and  
deliver, or arrange for the manufacture and delivery of, the Ordered Products  
on the terms and conditions set forth in the Request Form. Unless otherwise  
specified in writing by AHI to JAKKS, delivery of any Ordered Products AHI  
shall manufacture or arrange for the manufacture of, shall be FOB Hong Kong.  
JAKKS shall pay freight and insurance for shipment of such Ordered Products.   
  
 2.3 If JAKKS shall reject AHI's offer, JAKKS may arrange for the  
manufacture and delivery of the Ordered Products from a Substitute  
Manufacturer of its own choosing, which Substitute Manufacturer shall be of a  
quality and reputation reasonably acceptable to AHI. AHI shall make the Tools  
available to such Substitute Manufacturer to the extent necessary for such  
Substitute Manufacturer to manufacture and deliver the Ordered Products. AHI  
shall not be required to incur any expense in connection with the provision of  
the Tools to a Substitute Manufacturer or a manufacturer engaged by AHI pursuant  
to Section 2.2, all of which expense shall be borne by JAKKS, including the  
expense of replacement, restoration or repair of any lost, destroyed or damaged  
Tools that JAKKS requests be made available hereunder. Title to the Tools shall  
be and at all times remain with AHI.  
  
 2.4 AHI shall keep and maintain the Tools and make the Tools  
available for the manufacture of Ordered Products as described herein.  
  
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 2.5 JAKKS shall maintain commercial insurance, including without  
limitation for products liability, with AHI named as an additional insured  
thereon, reasonably satisfactory to AHI to protect the interests of AHI and  
JAKKS under this agreement.  
  
 3. PAYMENT.  
  
 3.1. In consideration of AHI agreeing to make its Tools and  
manufacturing resources available to JAKKS and for agreeing to manufacture or  
arrange for the manufacture of Ordered Products as described herein, JAKKS  
shall pay to AHI:  
  
 (a) quarterly, on each Payment Date, the Base Amount payable in  
respect of the Payment Period then ending; and  
  
 (b) the Purchase Price for any Ordered Products supplied to  
JAKKS by AHI, in accordance with the applicable invoices therefor.  
  
 4. COVENANTS OF JAKKS AND AHI.  
  
 4.1. Each of JAKKS and AHI shall:  
  
 (a) comply with all Laws and Orders applicable to it and the  
Business, the Trademarks or the Products; and  
  
 (b) use commercially reasonable efforts to cooperate with the  
other party in order to effect the timely manufacture and supply of Ordered  
Products, including consulting with the other party with respect to the choice  
of subcontractors and off-shore manufacturers.  
  
 4.2. AHI shall:  
  
 (a) manufacture or arrange for manufacture of any Ordered  
Products that JAKKS has agreed to pay the Purchase Price for pursuant to  
Section 2.2 hereof in accordance with the specifications set forth in JAKKS'  
Request Form therefor; and  
  
 (b) give Notice to JAKKS of any change in the Tools or the   
location thereof.  
  
 5. SECURITY INTEREST.  
  
 To secure the performance of its obligations hereunder, AHI hereby  
grants to JAKKS a security interest in and lien upon the Tools. Upon request by  
JAKKS, AHI shall execute, deliver and file or record any financing statements  
or other documents reasonably requested by JAKKS to perfect such security  
interest. In addition to any other remedy or relief available to JAKKS hereunder  
or under applicable Law in the event of a material  
  
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breach by AHI of its obligations hereunder, JAKKS may exercise all rights and  
remedies of a secured creditor under the New York Uniform Commercial code,  
including without limitation taking possession of the Tools. AHI represents and  
warrants to JAKKS that on the date hereof there is no, and AHI shall not during  
the Term grant, create or suffer to exist, any other security interest or other  
lien, encumbrance or adverse claim in or upon the Tools, which would interfere  
in a material way with JAKKS' security interest granted hereby.  
  
 6. TERMINATION.  
  
 6.1 This Agreement shall terminate on the last day of the Term, or  
if earlier,  
  
 (a) at any time upon the mutual agreement of the parties;  
  
 (b) immediately, at the option of either party, upon (i) the  
issuance of an order for relief of the other party in any bankruptcy proceeding  
under Title 11 of the United States Code; or (ii) an assignment for the benefit  
of creditors by the other party; or (iii) the written admission by the other  
party of its inability to pay its debts as they mature or that it is otherwise  
insolvent; or (iv) the appointment of a trustee, receiver, custodian or other  
fiduciary or fiscal agent for the other party or substantially all of its  
assets, if the other party consents to or acquiesces in such appointment, or,  
notwithstanding that the other party opposes such appointment, such appointment  
is not removed, avoided or withdrawn within 30 days after such appointment;   
or (v) the liquidation, winding up, dissolution or termination of the other   
party; or  
  
 (c) by either party, immediately upon Notice to such effect  
given to the other party, if there is a material breach of any material  
provision of, or material default under, this Agreement by the other party, and  
the other party fails to cure such breach or default within 30 days after a  
Notice, setting forth therein in reasonable detail the factual basis for the  
asserted breach or default and demanding that such breach or default be cured in  
the manner set forth therein or in a manner to be agreed (the "Default Notice"),  
is given to such other party (unless such breach or default is by its nature  
incapable of being cured, in which case no such Notice is required to be given  
and the party may terminate this Agreement upon Notice without giving any prior  
Default Notice).  
  
 6.2 Upon termination of this Agreement pursuant to Section 6.1, all  
obligations of the parties shall terminate; provided, that no such termination  
shall relieve either party of any liability to the other party pursuant to  
Section 2.2 and 2.3, Section 3, Section 7 or by reason of any breach of or  
default under this Agreement.  
  
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 7. INDEMNIFICATION.  
  
 7.1 AHI shall indemnify JAKKS and each shareholder, director,  
officer, employee and agent of JAKKS against, and hold each of them harmless  
from, any loss, liability, obligation, damage or expense (including reasonable  
attorneys' fees and disbursements) up to an aggregate amount which is equal to  
or less than the Base Amount which JAKKS or any shareholder, director, officer,  
employee or agent of JAKKS may suffer or incur incidental to any claim or any  
Proceeding against JAKKS or any such shareholder, director, officer, employee or  
agent of JAKKS based upon or resulting from:  
  
 (a) any obligation on account of the manufacture or supply of  
Ordered Products that are produced by AHI;  
  
 (b) any obligation or liability arising from or based upon any  
aggregated defects in any Ordered Products supplied to JAKKS by AHI representing  
in excess of 3% of the aggregate of Ordered Products; or  
  
 (c) AHI's failure, in all material respects, to perform or to  
comply with any covenant or condition required of AHI to be performed or  
complied with hereunder.  
  
 7.2 JAKKS shall indemnify AHI and each shareholder, director,  
officer, employee and agent of AHI against, and hold each of them harmless from,  
any loss, liability, obligation, damage or expense (including reasonable  
attorneys' fees and disbursements) which AHI or any shareholder, director,  
officer, employee or agent of AHI may suffer or incur incidental to any claim or  
any Proceeding against AHI or any shareholder, director, officer, employee or  
agent of AHI based upon or resulting from:  
  
 (a) any obligation or liability in connection with the  
marketing, distribution or sale of any Product or the exploitation of any  
Trademark after the date hereof; or  
  
 (b) JAKKS' failure, in all material respects, to perform or to  
comply with any covenant or condition required of JAKKS to be performed or  
complied with hereunder.  
  
 7.3 Promptly after Notice to an indemnified party of any claim or the  
commencement of any Proceeding by a third party involving any loss, liability,  
obligation, damage or expense referred to in Section 7.1 or 7.2, such  
indemnified party shall, if a claim for indemnification in respect thereof is to  
be made against any indemnifying party, give written Notice to the latter of the  
commencement of such claim or Proceeding, setting forth in reasonable detail the  
nature thereof and the basis upon which such party seeks indemnification  
hereunder; provided that the failure of any indemnified party to give such  
Notice shall not relieve the indemnifying party of its obligations under such  
Section, except to the extent that the indemnifying party is actually prejudiced  
by the failure to give such  
  
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Notice. In case any such Proceeding is brought against an indemnified party,and  
provided that proper Notice is duly given, the indemnifying party shall assume  
the defense thereof insofar as such Proceeding involves any loss, liability,  
obligation, damage or expense in respect of which indemnification may be sought  
hereunder, with counsel reasonably satisfactory to such indemnified party, and,  
after Notice from the indemnifying party to such indemnified party of its  
assumption of the defense thereof, the indemnifying party shall not be liable to  
such indemnified party for any legal or other expenses subsequently incurred by  
such indemnified party in connection with the defense thereof (but the  
indemnified party shall have the right, but not the obligation, to participate  
at its own cost and expense in such defense by counsel of its own choice) or for  
any amounts paid or foregone by such indemnified party as a result of the  
settlement or compromise thereof (without the written consent of the  
indemnifying party), except that, if both the indemnifying party and the  
indemnified party are named as parties or subject to such Proceeding and either  
such party determines, based upon written advice of counsel, that there may be  
one or more legal defenses available to it that are different from or additional  
to those available to the other party or that a material conflict of interest  
between such parties may exist in respect of such Proceeding, the indemnifying  
party may decline to assume the defense on behalf of the indemnified party or  
the indemnified party may retain the defense on its own behalf, and, in either  
such case, after Notice to such effect is duly given hereunder to the other  
party, the indemnifying party shall be relieved of its obligation to assume the  
defense on behalf of the indemnified party, but shall be required to pay any  
legal or other expenses, including without limitation reasonable attorneys' fees  
and disbursements incurred by the indemnified party in such defense; provided,  
however, that the indemnifying party shall not be liable for such expenses on  
account of more than one separate firm of attorneys (and, if necessary, local  
counsel) at any time representing such indemnified party in connection with any  
Proceeding or separate Proceedings in the same jurisdiction arising out of or  
based upon substantially the same allegations or circumstances. If the  
indemnifying party shall assume the defense of any such Proceeding, the  
indemnified party shall cooperate fully with the indemnifying party and shall  
appear and give testimony, produce documents and other tangible evidence, allow  
the indemnifying party access to the books and records of the indemnified party  
and otherwise assist the indemnifying party in conducting such defense. No  
indemnifying party shall, without the consent of the indemnified party, consent  
to entry of any judgment or enter into any settlement or compromise which does  
not include as an unconditional term thereof the giving by the claimant or  
plaintiff to such indemnified party of a release from all liability in respect  
of such claim or Proceeding. Provided that proper Notice is duly given, if the  
indemnifying party shall fail promptly and diligently to assume the defense  
thereof, the indemnified party may respond to, contest and defend against such  
Proceeding (but the indemnifying party shall have the right to participate at  
its own cost and expense in such defense by counsel of its own choice) and may  
make in good faith, provided such settlement or compromise was entered into with  
the written consent of the indemnifying party, any compromise or settlement with  
respect thereto, and recover the entire cost and expense thereof, including  
without limitation reasonable attorneys' fees and disbursements and all amounts  
paid or foregone as a result of such Proceeding, or the settlement or compromise  
thereof, but only with the written consent of the indemnifying party, from the  
indemnifying  
  
  
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party. The indemnification required hereunder shall be made by periodic  
payments of the amount thereof during the course of the investigation or  
defense, as and when bills or invoices are received or loss, liability,  
obligation, damage or expense is actually suffered or incurred.  
  
 8. MISCELLANEOUS.  
  
 8.1. LIMITATION OF AUTHORITY. No provision hereof shall be deemed to  
create any partnership, joint venture or joint enterprise or association  
between the parties hereto, or to authorize or to empower either party hereto  
to act on behalf of, obligate or bind the other party hereto.  
  
 8.2. FEES AND EXPENSES. Each party hereto shall bear such fees and  
expenses as may be incurred by it in connection with this Agreement and the  
transactions contemplated hereby.  
  
 8.3. NOTICES. Any Notice or demand required or permitted to be given  
or made hereunder to or upon either party hereto shall be deemed to have been  
duly given or made for all purposes if (a) in writing and sent by (i) messenger  
or an overnight courier service against receipt, or (ii) certified or  
registered mail, postage paid, return receipt requested, or (b) sent by  
telegram, ,telecopy, telex or similar electronic means, provided that a written  
copy thereof is sent on the same day by postage-paid first-class mail, to such  
party at the following address:  
  
to AHI at: Xxxxx-Xxxxxx International, Inc.  
 0000 Xxxxxxxx, Xxxxx 000  
 Xxx Xxxx, Xxx Xxxx 00000-0000  
 Attn: President  
 Fax (000) 000-0000  
  
with a copy to: Kramer, Levin, Naftalis & Xxxxxxx  
 000 Xxxxx Xxxxxx  
 Xxx Xxxx, Xxx Xxxx 00000-0000  
 Attn: Xxxxx X. Xxxxx, Esq.  
 Fax (000) 000-0000  
  
to JAKKS at: JAKKS Pacific, Inc.  
 00000 Xxxxxxx Xxxxx Xxxxxxx, #000  
 Xxxxxx, Xxxxxxxxxx 00000  
 Attn: President  
 Fax: (000) 000-0000  
  
  
  
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with a copy to: Feder, Kaszovitz, Isaacson,  
 Weber, Xxxxx & Bass LLP  
 000 Xxxxxxxxx Xxxxxx  
 Xxx Xxxx, Xxx Xxxx 00000  
 Attn: Xxxxxx X. Xxxxx, Esq.  
 Fax: (000) 000-0000  
  
or such other address as either party hereto may at any time, or from time to  
time, direct by Notice given to the other party in accordance with this  
Section. The date of giving or making of any such Notice or demand shall be, in  
the case of clause (a)(i), the date of the receipt; in the case of clause  
(a)(ii), five business days after such Notice or demand is sent; and, in the  
case of clause (b), the business day next following the date such Notice or  
demand is sent.  
  
 8.4. AMENDMENT. Except as otherwise provided herein, no amendment of  
this Agreement shall be valid or effective, unless in writing and signed by or  
on behalf of the parties hereto.  
  
 8.5. WAIVER. No course of dealing or omission or delay on the part  
of either party hereto in asserting or exercising any right hereunder shall  
constitute or operate as a waiver of any such right. No waiver of any provision  
hereof shall be effective, unless in writing and signed by or on behalf of the  
party to be charged therewith. No waiver shall be deemed a continuing waiver or  
waiver in respect of any other or subsequent breach or default, unless  
expressly so stated in writing.  
  
 8.6. GOVERNING LAW. This Agreement shall be governed by, and  
interpreted and enforced in accordance with, the laws of the State of New York  
without regard to principles of choice of law or conflict of laws.  
  
 8.7. JURISDICTION. Each of the parties hereto hereby irrevocably  
consents and submits to the exclusive jurisdiction of either (i) the Supreme  
Court of the State of New York, or (ii) the United States District Court for the  
Southern District of New York in connection with any Proceeding arising out of  
or relating to this Agreement or the transactions contemplated hereby, waives  
any objection to venue in the County of New York, State of New York, or such  
District, and agrees that service of any summons, complaint, Notice or other  
process relating to such Proceeding may be effected in the manner provided by  
clause (a)(ii) of Section 8.3.  
  
 8.8. REMEDIES. In the event of any breach or default by either party  
hereto, the other party shall be entitled to equitable relief, including  
remedies in the nature of rescission, injunction and specific performance. All  
remedies hereunder are cumulative and not exclusive, and nothing herein shall  
be deemed to prohibit or limit either party from pursuing any other remedy or  
relief available at law or in equity for such actual or prospective breach or  
default, including the recovery of damages; provided however, that the  
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indemnification provisions of Article 7 shall be the sole and exclusive remedy  
with respect to any claim under this Agreement.  
  
 8.9. SEVERABILITY. The provisions hereof are severable and in  
the event that any provision of this Agreement shall be determined to be  
invalid or unenforceable in any respect by a court of competent jurisdiction,  
the remaining provisions hereof shall not be affected, but shall, subject to  
the discretion of such court, remain in full force and effect, and any invalid  
or unenforceable provision shall be deemed, without further action on the part  
of the parties hereto, amended and limited to the extent necessary to render the  
same valid and enforceable.  
  
 8.10. COUNTERPARTS. This Agreement may be executed in  
counterparts, each of which shall be deemed an original and which together  
shall constitute one and the same agreement.  
  
 8.11. FURTHER ASSURANCES. Each party hereto shall promptly  
execute, deliver, file or record such agreements, instruments, certificates and  
other documents and perform such other and further acts as the other party  
hereto may reasonably request or as may otherwise be necessary or proper to  
consummate and perfect the transactions contemplated hereby.  
  
 8.12. ASSIGNMENT. This Agreement, and each right, interest and  
obligation hereunder, may not be assigned by either party hereto without the  
prior written consent of the other party hereto, and any purported assignment  
without such consent shall be void and without effect.  
  
 8.13. BINDING EFFECT. This Agreement shall be binding upon and  
inure to the benefit of the parties hereto and their respective successors and  
permitted assigns. This Agreement is not intended, and shall not be deemed, to  
create or confer any right or interest for the benefit of any Person not a  
party hereto.  
  
 8.14. TITLES AND CAPTIONS. The titles and captions of the  
Articles and Sections of this Agreement are for convenience of reference only  
and do not in any way define or interpret the intent of the parties or modify  
or otherwise affect any of the provisions hereof.  
  
 8.15. GRAMMATICAL CONVENTIONS. Whenever the context so  
requires, each pronoun or verb used herein shall be construed in the singular  
or the plural sense and each capitalized term defined herein and each pronoun  
used herein shall be construed in the masculine, feminine or neuter sense.  
  
 8.16. REFERENCES. The terms "herein," "hereto," "hereof," and  
"hereunder," and other terms of similar import, refer to this Agreement as a  
whole, and not to any Article, Section or other part hereof.  
  
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 8.17. NO PRESUMPTIONS. Each party hereto acknowledges that it has  
participated, with the advice of counsel, in the preparation of this Agreement.  
No party hereto is entitled to any presumption with respect to the  
interpretation of any provision hereof or the resolution of any alleged  
ambiguity herein based on any claim that the other party hereto drafted or  
controlled the drafting of this Agreement.  
  
 8.18. INCORPORATION BY REFERENCE. The Exhibits and Schedules hereto  
are an integral part of this Agreement and are incorporated in their entirety  
herein by this reference.  
  
 8.19. FORCE MAJEURE. The performance of either party under this  
Agreement shall be excused to the extent and during any event which reasonably  
prevents the affected party from fulfilling its obligations hereunder. Such  
events shall include, but shall not be limited to, fire, explosion, storm  
damage, flood, labor troubles including strikes, lockouts or slowdowns,  
government intervention (not including fines for violations of permits),  
shortages of raw materials, labor or transportation, war, sabotage, riot or  
civil disturbances, or governmental regulation or statute (any such event, a  
"Force Majeure"). In the event of a Force Majeure, the affected party shall  
promptly notify the other party, describing the nature of the cause and its  
expected duration. The affected party shall take reasonable steps to cure the  
cause and mitigate damages to the other party. The term of this Agreement shall  
not be extended by the occurrence of a Force Majeure. Voluntary curtailment of  
production through slowdowns or scheduled shutdowns shall not be considered  
Force Majeure.  
  
 8.20. ENTIRE AGREEMENT. This Agreement embodies the entire agreement of  
the parties hereto with respect to the subject matter hereof and supersedes any  
prior agreement, commitment or arrangement relating thereto.  
  
  
  
  
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 IN WITNESS WHEREOF, the parties have, by their respective duly authorized  
officers, duly executed this Agreement on the date set forth in the Preamble  
hereto.  
  
  
  
  
   
XXXXX-XXXXXX INTERNATIONAL, INC. JAKKS PACIFIC, INC.  
  
  
By: /s/ Xxxx Xxxxxx By: /s/ Xxxx Xxxxxxxx  
 ------------------------ --------------------------  
 Name: Xxxx Xxxxxx Name: Xxxx Xxxxxxxx  
 Title: President Title: President  
  
   
  
  
  
  
  
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 SCHEDULE 1.13  
  
  
1. Die Cast Trucks Price List for 1997.  
  
2. Child-Guidance Price List for 1997.  
  
3. Child Guidance Crayons.  
  
  
 14  
  
 SCHEDULE 1.20  
  
Trademark with design  
  
 Remco  
 Child Guidance  
 Baby Twinkle Tunes  
 Dancin' Pals  
 Prancin' Pals  
 Soft Stuff  
 Touch & Play  
 Tuff Ones  
  
  
  
 15  
  
 SCHEDULE 1.20 (cont'd)  
  
  
  
 International Current Current  
 COUNTRY Trademark Class Application No. Registration No.  
------------ -------------------- -------------- --------------- -----------------  
   
U.S.A. Baby Twinkle Tunes\* 28 75/115,066  
U.S.A. Child Guidance\* 12 74/538,445  
  
 20  
  
 25  
U.S.A. Child Guidance 28 75/975,037 1,977,407  
U.S.A. Child Guidance 28 74/802,439 1,915,763  
  
  
  
  
  
 24  
U.S.A. Child Guidance 10 74/506,250 1,932,639  
  
 20  
  
 21  
  
 25  
  
 28  
U.S.A. Dancin' Pals\* 28 75/264,693  
U.S.A. Prancing Pals\* 28 75/209,235  
U.S.A. Remco Design 28 73/196,420 1,136,911  
U.S.A. Teddy Twinkle Tunes\* 28 75/193,599  
U.S.A. Tuff Ones 28 74/072,033 1,693,255  
U.S.A. A Child Guidance Toy 28 72/264,515 871,689  
U.S.A. Child Guidance Toys 28 72/003,975 657,565  
 (stylized)  
Australia Baby Twinkle Tunes 28 720,774  
Australia Child Guidance 28 700,290  
Australia Remco 28 352,239 A352,239  
Benelux Remco 28 625,739 354,581  
  
  
  
\* Intent to Use  
  
  
  
 16  
  
  
  
 International Current Current  
 COUNTRY Trademark Class Application No. Registration No.  
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Canada Baby Twinkle Tunes N/A 826,134  
Canada Child Guidance N/A 471,882 281,321  
Canada Remco N/A 429,242 248,067  
Denmark Remco 28 3620/1978 0000/00  
Xxxxxx Remco 28 962,487 1,494,877  
Great Baby Twinkle Tunes 28 2109537  
Britain  
Great Child Guidance 28 912364 B912,364  
Britain  
Great Remco 28 1,099,995 1,099,995  
Britain  
UK Twinkie 28 894,867 894,867  
UK Twinkle 28 1,260,907 1,260,907  
Germany Remco 28 A30 590/28 WZ 998,786  
Guatemala Remco 28 54117 38525/125/92  
Hong Kong Remco 28 1564/78 375/79  
Israel Remco 28 84241 00000  
Xxxxx Child Guidance 28 399,644  
Italy Remco 28 20262 C/78 360,547  
Japan Remco Japan Class 122/79 1,592,129  
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Mexico Remco 28 91364 386,355  
New Child Guidance 28 256,890  
Zealand  
New Remco 28 138,448 138,448  
Zealand  
Norway Remco 28 78,2089 110,592  
Puerto Remco NA 22 21812 21,812  
Rico  
South Remco 28 78/3723 78/3723  
Africa  
  
  
  
  
\* Intent to Use  
  
  
  
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 International Current Current  
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Singapore Xxxxx 00 00000 00000  
Xxxxx Remco 28 1,913,742 1,913,742  
Sweden Child Guidance 28 81-4552 179,904  
Sweden Remco 28 78-3810 177,810  
Switzerland Remco 28 4051 296,832  
Venezuela Remco XX 00 0000-00 96.302F  
  
  
  
\* Intent to Use