

GREENBERG TRAURIG, LLP

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9 Silverlit Toys Manufactory Ltd. and Spin Master Ltd.

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA,
WESTERN DIVISION**

10 SILVERLIT TOYS MANUFACTORY
11 LTD., a Hong Kong company, and SPIN
12 MASTER LTD., a Canadian corporation,
13 Plaintiffs,

14 vs.
15 RAIDEN TECHNOLOGY, INC., a
16 California corporation;
17 RAIDENTECH.COM; ZHOBBY.COM,
18 INC., a California corporation;
19 ZHOBBY.COM; EGRANDBUY, INC.,
20 a California corporation;
21 EGRANDBUY.COM; EMAX TOYS,
22 INC., a California corporation;
23 EMAXINC.COM; XHELI, INC., a
24 California corporation; XHELI.COM;
25 NITRO MODEL PLANES INC., a
26 California corporation;
27 NITROPLANES.COM;
28 NITRORCX.COM;
WONDERHOBBY.COM;
GRANDHOBBY.COM; IVAN WU, an
individual, d/b/a EMAXINC.COM and
ZHOBBY.COM; JUN MA, an
individual, d/b/a NITRORCX.COM,
NITROPLANES.COM, and
XHELI.COM; and XIN WU, an
individual, d/b/a
WONDERHOBBY.COM,
Defendants.

Case No: CV09-3181 RGK (Ex)

**[PROPOSED] STIPULATED FINAL
JUDGMENT AND PERMANENT
INJUNCTION**

Hon. R. Gary Klausner

NOTE CHANGES MADE BY THE COURT.

1 This Stipulated Final Judgment and Permanent Injunction is entered into by and
2 among Plaintiffs Silverlit Toys Manufactory Ltd. ("Silverlit") and Spin Master Ltd.
3 ("~~Spin Master~~") (collectively "~~Plaintiffs~~") on the one hand, and Defendants Raiden
4 Technology, Inc. ("Raidentech"); raidentech.com; Zhobby.Com, Inc. ("Zhobby");
5 zhobby.com; Egrandbuy, Inc. ("Egrandbuy"); egrandbuy.com; Emax Toys, Inc.
6 ("Emax"); emaxinc.com; Xheli, Inc. ("Xheli"); xheli.com; Nitro Model Planes Inc.
7 ("Nitro"); nitroplanes.com; Nitro RCX; nitrorcx.com; grandhobby.com;
8 wonderhobby.com; Ivan Wu; and Jun Ma (collectively, "Defendants") on the other hand,
9 in accordance with and pursuant to the terms of a Settlement Agreement among the
10 parties to this action.

11 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

*For Purposes
of this
Action*
SM

12 1. This Court has jurisdiction over the parties and subject matter of this action.

13 2. Defendants Raidentech, Zhobby, Egrandbuy, Emax, Xheli, and Nitro are
14 California corporations.

15 3. Defendant Nitro RCX is a California partnership.

16 4. Defendants Ivan Wu and Jun Ma are individuals who reside in this judicial
17 district.

18 5. Defendants raidentech.com; zhobby.com; egrandbuy.com; emaxinc.com;
19 xheli.com; nitroplanes.com; nitrorcx.com; wonderhobby.com; and grandhobby.com are
20 websites owned, operated, and/or controlled by the other corporate and individual
21 Defendants.

22 6. Spin Master is the owner of U.S. Copyright Registration No. VA 1-645-947,
23 entitled "Toy Car -- Sports" (the "Car Copyright"), issued on November 19, 2008. The
24 Car Copyright is valid and enforceable.

25 7. Spin Master is the owner of U.S. Trademark Registration No. 3,267,725 for
26 WALL CLIMBER (the "WALL CLIMBER Trademark"), registered on July 24, 2007.
27 The WALL CLIMBER Trademark is valid and enforceable.

28 8. Spin Master is the owner of U.S. Trademark Registration No. 3,518,868 for

1 HAVOC HELI (the "HAVOC HELI Trademark"), registered on October 21, 2008. The
2 HAVOC HELI Trademark is valid and enforceable.

3 9. Spin Master is the owner of U.S. Trademark Registration Nos. 2,723,271 for
4 AIR HOGS, 2,447,370 for AIR HOGS, and 2,986,817 for AIR HOGS and design (the
5 "AIR HOGS Trademarks") registered on June 10, 2003, May 1, 2001, and August 23,
6 2005, respectively. The AIR HOGS Trademarks are valid and enforceable.

7 10. Spin Master is the exclusive licensee of U.S. Patent No. D590,896 (the
8 "'896 Patent"), entitled "Toy Car Base," which issued on April 21, 2009. The '896
9 Patent is valid and enforceable.

10 11. Spin Master is the exclusive licensee of U.S. Copyright Registration No.
11 VA 1-285-847, entitled "Vectron Ultralite Battery Operated Radio/Infrared Controlled
12 Flying Saucer Toy" (the "Flying Saucer Copyright"), issued on May 1, 2004. The Flying
13 Saucer Copyright is valid and enforceable.

14 12. Silverlit is the owner by assignment of U.S. Patent No. 7,467,984 (the "'984
15 Patent"), entitled "Helicopter," which issued on December 28, 2008. The '984 Patent is
16 valid and enforceable.

17 13. Silverlit is the owner by assignment of U.S. Patent 7,425,168 (the "'168
18 Patent"), entitled "Toy Helicopter," issued on September 16, 2008. The '168 Patent is
19 valid and enforceable.

20 14. Silverlit is the owner of U.S. Copyright Registration No. VAu694-351
21 ("Helicopter Copyright"), issued on January 23, 2006. The Helicopter Copyright is valid
22 and enforceable.

23 15. Silverlit is the owner of U.S. Trademark Registration No. 3,376,575 for
24 PICOOZ (the "PICOOZ Trademark"), registered on January 29, 2008. The PICOOZ
25 Trademark is valid and enforceable.

26 16. Defendants import, advertise, distribute, market, promote, display,
27 reproduce, offer for sale and/or sell remote controlled toy cars, including the "Miniature
28 Wall Climber RC Electric Car w/LED Lights" and the "Mini Wall Climber Car." The

1 overall design of the "Miniature Wall Climber RC Electric Car w/LED Lights" and the
2 "Mini Wall Climber Car" shall be referred to as the "Infringing Car." True and correct
3 copies of photographs of the Infringing Cars are attached hereto as Exhibit A (Page 1-9)

4 a. The Infringing Cars are substantially similar to the work protected by
5 the Car Copyright.

6 b. The car base of the Infringing Cars is substantially similar to the car
7 base claimed in the '896 Patent.

8 c. Defendants' use of the WALL CLIMBER Trademark in connection
9 with their advertising, distribution, marketing, promotion, display, reproduction, offer for
10 sale and/or sale of the Infringing Car is likely to confuse, mislead or deceive the
11 consuming public into believing that Defendants or their products are sponsored by or
12 associated with Spin Master.

13 17. Defendants import, advertise, distribute, market, promote, display,
14 reproduce, offer for sale and/or sell remote controlled toy flying saucers, including the
15 "Panther Mini Micro Radio Remote Control RC UFO Flying Saucer," and the "8888
16 Radio Remote Control RC UFO Flying Saucer." The overall design of the "Panther Mini
17 Micro Radio Remote Control RC UFO Flying Saucer," and the "8888 Radio Remote
18 Control RC UFO Flying Saucer" shall be referred to as the "Infringing Flying Saucer."
19 True and correct copies of photographs of the Infringing Flying Saucer are attached
20 hereto as Exhibit B (Page 10-16). The Infringing Flying Saucer is substantially similar to
21 the work protected by the Flying Saucer Copyright.

22 18. Defendants import, advertise, distribute, market, promote, display,
23 reproduce, offer for sale and/or sell remote controlled toy helicopters, including the "2CH
24 Mini Radio Remote Control Electric RC Helicopter RTF" (aka "Micro X Copter") and
25 the "Red Spider Micro Palm Size RTF Remote Control 2CH Indoor Helicopter." The
26 term "Infringing Helicopter" shall refer to the overall design of the "2CH Mini Radio
27 Remote Control Electric RC Helicopter RTF" (aka "Micro X Copter") and the "Red
28 Spider Micro Palm Size RTF Remote Control 2CH Indoor Helicopter." True and correct

1 copies of photographs of the Infringing Helicopters are attached hereto as Exhibit C
2 (Page 17-25).

3 ~~a. The Infringing Helicopters are substantially similar to the work~~
4 protected by the Helicopter Copyright.

5 b. The Infringing Helicopters infringe one or more claims of the '984
6 Patent and/or the '168 Patent.

7 19. Defendants import, advertise, distribute, market, promote, display,
8 reproduce, offer for sale and/or sell remote controlled toy helicopters, including the
9 following: 1) the "Blue Air Challenger Micro Size Indoor Remote Control Helicopter;"
10 2) the "Desert Sand Military Mini Micro R/C Helicopter;" 3) the "Green Little Flying
11 DragonFly Infared Micro Remote Controlled R/C Helicopter;" 4) the "Micro Infrared
12 Radio Remote Controlled R/C Helicopter w/ Flashing Lights;" 5) the "Mini Micro RFF
13 Yellow Micro R/C Helicopter;" 6) the "Micro Mini Size Radio Remote Controlled RC
14 Helicopter RTF;" 7) the "TRF Blue Micro Mini Size Radio Remote Controlled RC
15 Helicopter;" 8) the "Palm Size Yellow Spider Micro Remote Control Indoor Helicopter;"
16 9) the "Pink Little Flying DragonFly Micro Infrared Radio Remote Controlled R/C
17 Helicopter;" 10) the "Red Indoor Micro Size Remote Control Helicopter;" 11) the "Red
18 Mirco R/C Helicopter;" 12) the "Yellow Little Flying DragonFly Micro Infrared Radio
19 Remote Controlled R/C Helicopter;" 13) the "2 CH Combat Battle Mini Radio Remote
20 Control Electric RC Helicopter RTF;" 14) the "2 Super Battle Mini Plane Radio Remote
21 Control Electric RC Helicopter RTF;" 15) the "2008 New Remote Design 2 CH Mini
22 Dragonfly Indoor Helicopter RTF;" 16) the "White Style Freedom Force Mini Indoor
23 Helicopter;" 17) the "Blue Micro Palm Size R/C Helicopter;" 18) the "Blue Rider Copter
24 Micro Palm Size R/C Helicopter;" 19) the "Performer Micro Palm Size R/C Helicopter
25 RTF;" 20) the "Red Combat-Force Remote Control Micro Palm Size Helicopter;" 21) the
26 "735 Series High Quality Indoor Mini Combat Fighter Helicopters;" 22) the "Green
27 Spider Palm Size Micro Helicopter Indoor Remote Control;" 23) the "Mini R/C Yellow
28 Combat Force Micro Palm Size Helicopter;" 24) the "Military Super Flier Micro Palm

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[PROPOSED] STIPULATED FINAL JUDGMENT AND PERMANENT INJUNCTION

1 Size Remote Control Helicopter;" 25) the "Micro Indoor Blue Performer Helicopter RTF
2 R/C Remote Control;" 26) the "2 CH Red Micro Infrared Remote Controlled Electric RC
3 Mini Helicopter RTF w/2008 Remote Design;" 27) the "New Flexible Bird Mini Radio
4 Remote Control Electric RC Helicopter RTF;" 28) the "New Freedom Force Red
5 Miniature Indoor Helicopter;" 29) the "Palm Size Yellow Spider Micro Remote Control
6 Indoor Helicopter;" 30) the "Red Indoor Micro Size Remote Control Helicopter;" 31) the
7 "Red Micro Palm Size Indoor R/C Helicopter;" 32) the "Red Spider Mini Remote
8 Control Indoor Helicopter;" 33) the "Micro Palm Size R/C Helicopter;" 34) the
9 "Replacement Main Rotor for Mini Infrared Remote Control Electric
10 Helicopter/PicooZ;" 35) the "Silver Version 3 Channel Chinook Helicopter Double Blade
11 Ready to Fly;" 36) the "Yellow Micro Palm Size R/C Helicopter;" 37) the "Spider Micro
12 Palm Size Helicopter;" 38) the "Micro Infrared Radio Remote Controlled R/C
13 Helicopter;" 39) the "Red Micro X-Heli R/C Helicopter;" 40) the "Red Style R/C High
14 Speed Easy-Copter Miniature Helicopter;" 41) the "Mini Micro RC Helicopter;" 42) the
15 "Army G Force 1 Micro Radio Remote Controlled RC Helicopter;" 43) the "Air-Force
16 Micro Palm-Size R/C Radio Remote Control Indoor Helicopter;" 44) the "Blue Air
17 Challenger Micro Size Indoor Remote Control Helicopter;" 45) the "Blue Rider Copter
18 Micro Palm Size R/C Helicopter;" 46) the "Blue Huge 300 Micro Palm Size R/C
19 Helicopter;" 47) the "Yellow Huge 300 Micro Palm Size R/C Helicopter;" 48) the "Mini
20 Micro Dragonfly Indoor Radio Remote Controlled RC Helicopter Ready to Fly;" 49) the
21 "Mini Shark Indoor RC Radio Controlled Indoor Micro Helicopter;" 50) the "Power ER
22 Micro Radio Remote Controlled RC Rescue Chopper;" 51) the "Panther's Desert Sand
23 Military Mini Micro R/C Helicopter;" 52) the "Panther's Military Micro Flyer Ready to
24 Fly R/C Helicopter;" 53) the "Red Air Force Micro Size R/C Remote Controlled Indoor
25 Flying Helicopter;" 54) the "Red Huge 300 Micro Size Remote Controlled R/C
26 Helicopter;" 55) the "Smallest Blue Micro Radio Remote Controlled RC Helicopter;" 56)
27 the "Smallest Red Micro Radio Remote Controlled R/C Helicopter;" 57) the "Smallest
28 Yellow Micro Radio Remote Controlled R/C Helicopter;" 58) the "Electric Mini Hughes

1 300 2 Channel RTF RC Helicopter (SM609 Fairy);” 59) the “735 Series High Quality
2 Indoor Mini Combat Fighter Helicopters;” 60) the “Military Super Flier Micro Palm Size
3 ~~Remote Control Helicopter;” 61) the “Performer Yellow Micro Palm Size Indoor RTF~~
4 Remote Control Helicopter;” 62) the “Model 9398B Pocket Helicopter 2CH Indoor
5 Remote Control Micro Helicopter;” 63) the “Model 9398B Pocket Micro Size Indoor
6 RTF Remote Control Helicopter;” 64) the “Red Style 2 CH Speed Micro Infrared
7 Remote Controlled Electric RC Mini Helicopter RTF w/ Seven Color Lights;” 65) the
8 “Ready to Fly Micro Flying Indoor Remote Control Helicopter;” 66) the “Indoor Combat
9 Sky Wars Mini Helicopter;” 67) the “World’s Lightest Manufactured Radio Remote
10 Controlled RC Helicopter;” 68) the “Apache 3 Channel Micro Indoor Helicopter;” 69)
11 the “New Remote Design 2 CH Mini Dragonfly Indoor Helicopter RTF;” 70) the
12 “Military Action Ready to Fly Micro Flying Indoor Remote Control Helicopter;” 71) the
13 “Mini Micro 2 CH Shark Micro Infrared Remote Controlled Electric RC Helicopter
14 RTF;” 72) the “New Speed Plane Micro Infrared Remote Controlled Electric RC Red
15 Style Mini Helicopter RTF w/ Seven Color Lights;” 73) the “Cheapest Remote Design 2
16 CH Red Dragonfly Hughes Micro Infrared Remote Controlled Electric RC Mini
17 Helicopter RTF;” 74) the “Yellow Style 2 CH Speed Micro Electric RC Mini Helicopter
18 RTF w/ Seven Color Lights;” 75) the “Electric Mini Hughes 300 Fairy 2 Channel RC
19 Helicopter;” 76) the “Syma’s Newest Micro RC Flying Helicopter for Indoor Flying;”
20 77) the “3 Channel Chinook Ready to Fly Indoor Helicopter Desert Version;” 78) the “3
21 Channel Chinook Ready to Fly Indoor Helicopter Orange Version;” 79) the “3 Channel
22 Indoor Chinook Double Blade Ready to Fly Helicopter Blue Version;” 80) the “Full 3
23 Channel Mini Chinook Indoor Dual Blade Helicopter Forest Color;” 81) the “New 3
24 Channel Chinook Electric Indoor Double Bladed Helicopter Army;” 82) the “Panther’s
25 R/C Blue Sky Star 2CH Remote Control Helicopter;” 83) the “Panther R/C Sky Star Red
26 2 Channel Remote Control Helicopter;” 84) the “Mini-Santa Claus RC Toy Helicopter
27 with Wide Infrared Control and Streamline Body Design;” 85) the “3-Ch Mini MD-500E
28 Indoor-HM0708;” 86) the “8003B HeliQ Micro 3 Channel Palm Sized Electric Indoor

1 Helicopter;" 87) the "3 Channel Micro Indoor Double Counter Rotation Helicopter," and
2 88) the "Apache 3 Channel Micro Indoor Helicopter" (collectively, the "Additional
3 ~~Infringing Helicopters~~"). ~~True and correct copies of photographs of the Additional~~
4 Infringing Helicopters are attached hereto as Exhibit D (Page 26-177). The Additional
5 Infringing Helicopters infringe one or more claims of the '984 Patent and/or the '168
6 Patent.

7 20. Defendants' use of the PICOOZ Trademark, HAVOC HELI Trademark, and
8 AIR HOGS Trademarks in connection with their advertising, distribution, marketing,
9 promotion, display, reproduction, offer for sale and/or sale of remote controlled toy
10 helicopters is likely to confuse, mislead or deceive the consuming public into believing
11 that Defendants or their products are sponsored by or associated with Plaintiffs.

12 21. Defendants waive any further findings of fact and conclusions of law and all
13 rights to appeal from this Judgment.

14 22. Judgment is hereby entered in favor of Plaintiffs and against Defendants,
15 jointly and severally, on Plaintiffs' claims for: (1) copyright infringement; (2)
16 contributory copyright infringement; (3) trademark infringement; (4) unfair competition
17 under 15 U.S.C. § 1125(a); and (5) patent infringement.

18 23. Judgment is hereby entered against Defendants, jointly and severally, in the
19 amount of One Hundred and Seventy Five Thousand Dollars (\$175,000.00).

20 24. Defendants, their successors, assigns, owners, principals, partners, officers,
21 directors, agents, servants, employees, any and all persons acting in concert or
22 participation with them, and any and all persons having actual notice of this Judgment
23 and Permanent Injunction are immediately and permanently enjoined worldwide from:

24 a. Making, using, selling, offering for sale, importing into the United
25 States, marketing, reproducing, distributing, receiving, forwarding, shipping, displaying
26 (on their websites or otherwise), or in any way commercially exploiting any and all toy
27 cars or products constituting an unauthorized simulation, reproduction, copy, colorable
28

1 imitation, or counterfeit of Spin Master's genuine car as set forth in the Car Copyright,
2 including but not limited to, the Infringing Cars depicted in Exhibit A;

3 ~~b. Making, using, selling, offering for sale, importing into the United~~
4 States, marketing, reproducing, distributing, receiving, forwarding, shipping, displaying
5 (on their websites or otherwise), or in any way commercially exploiting any and all toy
6 cars or products with a car base that is a copy of, or substantially similar to, the car base
7 claimed in the '896 Patent, including but not limited to, the Infringing Cars depicted in
8 Exhibit A;

9 c. Making, using, selling, offering for sale, importing into the United
10 States, marketing, reproducing, distributing, receiving, forwarding, shipping, displaying
11 (on their websites or otherwise), or in any way commercially exploiting any and all toy
12 cars or products with a car base that is covered by the claim of the '896 Patent;

13 d. Making, using, selling, offering for sale, importing into the United
14 States, marketing, reproducing, distributing, receiving, forwarding, shipping, displaying
15 (on their websites or otherwise), or in any way commercially exploiting any and all toy
16 products constituting an unauthorized simulation, reproduction, copy, colorable imitation,
17 or counterfeit of Spin Master's genuine flying saucer as set forth in the Flying Saucer
18 Copyright, including but not limited to, the Infringing Flying Saucer depicted in Exhibit
19 B;

20 e. Making, using, selling, offering for sale, importing into the United
21 States, marketing, reproducing, distributing, receiving, forwarding, shipping, displaying
22 (on their websites or otherwise), or in any way commercially exploiting any and all toy
23 helicopters or products constituting an unauthorized simulation, reproduction, copy,
24 colorable imitation, or counterfeit of Plaintiffs' genuine helicopter as set forth in the
25 Helicopter Copyright, including but not limited to, the Infringing Helicopters depicted in
26 Exhibit C;

27 f. Making, using, selling, offering for sale, importing into the United
28

1 States, marketing, reproducing, distributing, receiving, forwarding, shipping, displaying
2 (on their websites or otherwise), or in any way commercially exploiting the Additional
3 ~~Infringing Helicopters identified in Exhibit D;~~

4 g. Making, using, selling, offering for sale, importing into the United
5 States, marketing, reproducing, distributing, receiving, forwarding, shipping, displaying
6 (on their websites or otherwise), or in any way commercially exploiting any and all toy
7 helicopters or products that are covered by one or more claims of the '984 or '168
8 Patents;

9 h. Using, imitating, copying, duplicating or otherwise commercially
10 exploiting the WALL CLIMBER Trademark or any mark confusingly similar to the
11 WALL CLIMBER Trademark;

12 i. Using, imitating, copying, duplicating or otherwise commercially
13 exploiting the AIR HOGS Trademarks or any mark confusingly similar to the AIR
14 HOGS Trademarks;

15 j. Using, imitating, copying, duplicating or otherwise commercially
16 exploiting the HAVOC HELI Trademark or any mark confusingly similar to the HAVOC
17 HELI Trademark;

18 k. Using, imitating, copying, duplicating or otherwise commercially
19 exploiting the PICOOZ Trademark or any mark confusingly similar to the PICOOZ
20 Trademark;

21 l. Making, using, selling, offering for sale, importing into the United
22 States, marketing, reproducing, distributing, receiving, forwarding, shipping, displaying
23 (on their websites or otherwise), or in any way commercially exploiting any products that
24 bear the WALL CLIMBER Trademark, AIR HOGS Trademarks, HAVOC HELI
25 Trademark, PICOOZ Trademark and/or any mark that is confusingly similar to any of
26 these marks.

27 m. Purchasing, bidding for, or using the WALL CLIMBER Trademark,
28 AIR HOGS Trademarks, HAVOC HELI Trademark, and/or PICOOZ Trademark as key

1 words in internet search advertising, including on search engines such as google.com,
2 yahoo.com, and bing.com.

3 ~~n. Engaging in any conduct suggesting, tending to suggest, or in any~~
4 way conveying the impression to the public that any products advertised, promoted,
5 distributed, offered for sale, or sold by Defendants are genuine, authentic, licensed or
6 authorized products of Plaintiffs;

7 o. Engaging in any conduct suggesting, tending to suggest, or in any
8 way conveying the impression to the public that Defendants or their products are directly
9 or indirectly sponsored by, approved by, or affiliated with Plaintiffs.

10 p. Assisting, aiding or abetting another person or business entity in
11 engaging in or performing any of the activities enumerated in subparagraphs (a) through
12 (o) above.

13 25. Defendants represent and warrant that the products identified in Exhibits A
14 to D have been removed from their websites and they no longer have any inventory of
15 any of the products identified in Exhibits A to D in their possession, custody or control
16 (see Declaration of Ivan Wu at Exhibit E hereto).

17 26. Each party shall bear its own attorney's fees and costs in connection with
18 this action; provided, however, that in the event any party to this Judgment files a motion
19 or other proceeding to enforce or interpret the terms of this Judgment and Permanent
20 Injunction or the Settlement Agreement, the prevailing party shall be entitled to recover
21 all attorney's fees and other fees and costs incurred in connection with such a motion and
22 all enforcement proceedings, in addition to pre-judgment and post-judgment interest as
23 legally permitted.

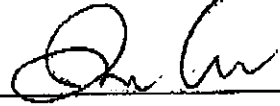
24 27. This Court retains jurisdiction over this matter ~~and~~ to the extent necessary to
25 enforce and amend this Judgment and Permanent Injunction and to determine any issues
26 which may arise concerning this Judgment and Permanent Injunction or the Settlement
27 Agreement.

1 28. Upon entry of this Judgment and Permanent Injunction, the bond or
2 ~~undertaking~~ Plaintiffs posed in this action in connection with the Preliminary Injunction
3 issued by this Court shall be deemed exonerated and the undertaking in the amount of
4 \$100,000.00 shall be returned to Plaintiffs.

5
6 **IT IS SO STIPULATED.**

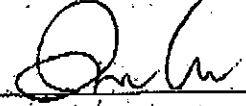
7
8 DATED: December 27, 2009

RAIDEN TECHNOLOGY, INC.

9
10 By: 
11 Ivan Wu, President


12
13 DATED: December 27, 2009

RAIDENTECH.COM

14
15 By: 
16 Ivan Wu, d/b/a raidentech.com

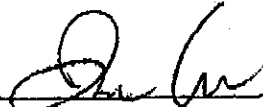
17
18 DATED: December 27, 2009

ZHOBBY.COM, INC.

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20 By: 
21 Ivan Wu, President

22
23 DATED: December 27, 2009

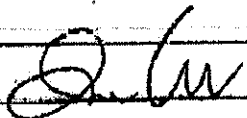
ZHOBBY.COM.

24
25 By: 
26 Ivan Wu, d/b/a zhobby.com

27
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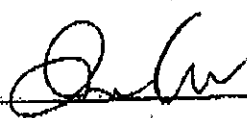
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EGRANDBUY, INC.

2
3 By: 
4 Ivan Wu, President

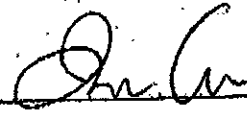
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EGRANDBUY.COM

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8 By: 
9 Ivan Wu, d/b/a egrandbuy.com

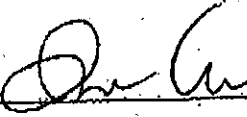
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11 DATED: December 27, 2009

EMAX TOYS, INC.

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13 By: 
14 Ivan Wu, President

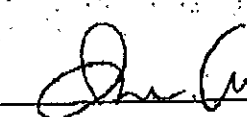
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16 DATED: December 27, 2009

EMAXINC.COM

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18 By: 
19 Ivan Wu, d/b/a emaxinc.com

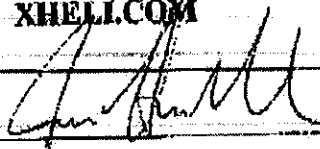
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21 DATED: December 27, 2009

XHELL, INC.

22
23 By: 
24 Ivan Wu, President

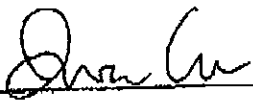
1 DATED: ~~December~~, 2009
2 January 5, 2010

XHELI.COM

3 By: 
4 Jun Ma, d/b/a xheli.com

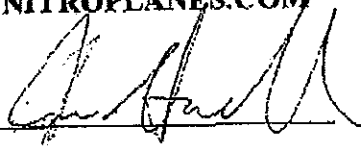
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6 DATED: ~~December~~, 2009
7 January 5, 2010

NITRO MODEL PLANES INC.

8 By: 
9 Ivan Wu, President

10
11 DATED: ~~December~~, 2009
12 January 5, 2010

NITROPLANES.COM

13 By: 
14 Jun Ma, d/b/a nitroplanes.com

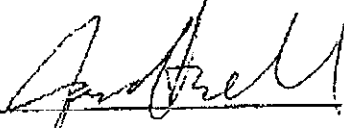
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17 January 5, 2010

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18 By: 
19 Ivan Wu, Partner

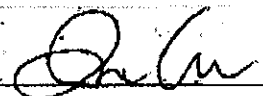
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22 January 5, 2010

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23 By: 
24 Jun Ma, d/b/a nitrorcx.com


1 DATED: December 27, 2009

WONDERHOBBY.COM

2
3 By: 
4 Ivan Wu, d/b/a wonderhobby.com

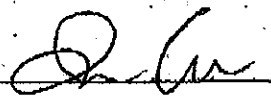
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7
8 By: 
9 Ivan Wu, d/b/a grandhobby.com

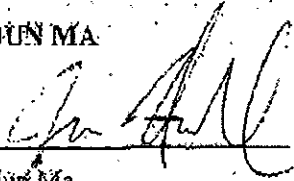
11 DATED: December 27, 2009

IVAN WU

12
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14 Ivan Wu

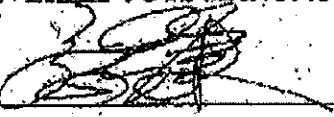
16 DATED: December 27, 2009

JUN MA

17
18 By: 
19 Jun Ma

21 DATED: December 22, 2009

SILVERLIT TOYS MANUFACTORY LTD.

22
23 By: 
24 Kei Fung "Kevin" Choi, President

1 DATED: December 22, 2009

SPIN MASTER LTD.

2
3 By: *Chris Harris*

4 Christopher Harris, Vice President and
5 General Counsel

6 Approved as to form:

7 LAW OFFICE OF FRANK T. OO

8
9 DATED: December 27, 2009

By: *Frank T. Oo*

10 Frank T. Oo
11 Attorney for Defendants

12
13 GREENBERG TRAUERIG LLP

14 DATED: December __, 2009

15 By: _____

16 Valerie W. Ho
17 Attorneys for Plaintiffs

18
19 **IT IS SO ORDERED.**

20
21
22 DATED: December __, 2009

23 Hon. R. Gary Klausner
24 U.S. District Court
25 Central District of California
26
27
28

1 DATED: December __, 2009

SPIN MASTER LTD.

2
3 By: _____

4 Christopher Harrs, Vice President and
5 General Counsel

6 Approved as to form:

7 LAW OFFICE OF FRANK T. OO

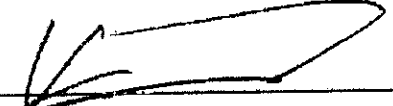
8
9 DATED: December __, 2009

By: _____

10 Frank T. Oo
11 Attorney for Defendants

12
13 GREENBERG TRAUIG LLP

14 DATED: January 14, 2010


15 By:  _____

16 Valerie W. Ho
17 Attorneys for Plaintiffs

18
19 **IT IS SO ORDERED.**

20
21 **FEB 18 2010**

22 DATED: January 18, 2010

23  _____
24 Hon. R. Gary Klausner
25 U.S. District Court
26 Central District of California