

06-05-1998



100728648

To the Assistant Commissioner for Patents: Please record the attached original documents or copy thereof.

MLB 5-22-98

1. Name of conveying Party(ies): NATURAL WONDERS, INC.

Name and address of receiving party(ies):
 Name: NW CAPITAL MANAGEMENT, INC.
 Address: _____
 Street Address: 4209 Technology Drive
 City: Fremont State: CA Zip: 94538

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Delaware

Other: _____

Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: California
 Other: _____

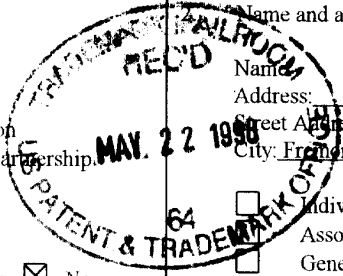
Addition name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: May 2, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)

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



4. Application number(s) or registration number(s)

A. Trademark Application No(s):
75/383,017; 75/385,424; 75/398,054
 Additional numbers

B. Trademark Registration No(s):
 attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Susan H. Nycum
 Internal Address: Baker & McKenzie
 Street Address: 660 Hansen Way
 City: Palo Alto State: CA Zip: 94043

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-0397

Attach duplicate copy of this page if paying by deposit account

06/04/1998 TTON11 00000167 020397 75383017
 01 FC:481 40.00 CH
 02 FC:482 50.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

SUSAN H. NYCUM Susan H. Nycum 5-19-98
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet 4

CERTIFICATE OF MAILING

I, Paula S. Cunningham, hereby certify that this Appointment of New Attorney is being deposited with the United States Postal Service as first class mail in an envelope addressed to Assignment Branch, Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513 on May 20, 1998

Paula S. Cunningham
 Paula S. Cunningham

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 2nd day of May, 1998, by and between Natural Wonders, Inc., a Delaware corporation ("Assignor"), and NW Capital Management, Inc., a California corporation ("Assignee").

Recitals

A. Assignor has adopted and is using in its business certain U.S. Trademarks and Service Marks and common law marks, including those set forth in Schedule "A" attached hereto (collectively, the "Marks").

B. Assignor desires to sell, convey, assign, transfer and deliver to Assignee all of Assignor's rights, title and interest in and to the Marks, and Assignee desires to accept such assignment.

NOW, THEREFORE, in consideration of the issuance of shares of common stock of Assignee and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Marks and their registration, including all common law rights therein, together with the goodwill of the business symbolized by the Marks. In connection herewith, Assignor shall deliver to Assignee all materials and files, including the original certificates of registration, relating to the applications for, and the adoption and registration of, the Marks.

2. No Assumption of Liabilities. Assignee expressly does not, and shall not, assume or be deemed to assume, under this Agreement or otherwise by reason of the transactions contemplated hereby, any liabilities, obligations or commitments of Assignor of any nature whatsoever, whether known or unknown, fixed or contingent, or accrued or unaccrued.

3. Further Assurances. The parties agree that, from time to time hereafter, and upon request, each of them will execute, acknowledge and deliver such other instruments as may be reasonably required to more effectively transfer and vest in Assignee all right, title and interest in and to the Marks.

4. Waiver; Amendment. Any term or provision of this Assignment may be amended only by a writing signed by Assignor and Assignee. The observance of any term or provision of this Assignment may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

Natural Wonders, Inc.
By: *Peter G. Hanelt*
Peter G. Hanelt,
President and Chief Executive Officer

NW Capital Management, Inc.
By: *Teresa Rutherford*
Name: TERESA RUTHERFORD
Title: PRESIDENT

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

On this 1 day of May, 1998, before me, a Notary Public in and for the County and State aforesaid, personally appeared Peter G. Hanelt, personally known to me or proved to me on the basis of satisfactory evidence to be the President and Chief Executive Officer of Natural Wonders, Inc., the assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of said assignor and pursuant to authority duly received.

WITNESS my hand and official seal the day and year last above given.



Grizelle Aldea
Notary Public

My commission expires: 2/13/2002

Schedule "A"

| Trademark | Application No./Registration No. | Date Filed/Registered |
|--|----------------------------------|----------------------------|
| EXPLORE.AMAZE.DELIGHT | Application No 75/383,017 | Filed October 27, 1997 |
| UNWRAP A WORLD OF FUN & FASCINATION | Application No 75/385,424 | Filed October 27, 1997 |
| NATURAL WONDERS | Application No 75/398,054 | Filed November 13, 1997 |