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OPR/FINANCE

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **LEARNING CURVE INTERNATIONAL, L.L.C.**
 Address: 314 West Superior Street, Suite 600 Chicago, IL 60610

2. Name and address of receiving party(ies): **LEARNING CURVE INTERNATIONAL, INC.**
 Address: 314 West Superior Street, Suite 600 Chicago, IL 60610

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation
 Other Illinois Limited Liability Company

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Corporation (State) Delaware
 Other _____

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

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

If _____ is not domiciled in the United States, a domestic representative designation is attached.
 Yes No

Execution Date: January 1, 1999

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

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

B. Trademark registration No.(s)

02/26/1999 DC0ATES 00000132 75443563
 01 FC:481 40.00 OP
 02 FC:482 1200.00 DP

SEE TABLE A ATTACHED

Additional numbers attached? Yes No

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

Name: **Sandra Wolff**
 Address:
D'ANCONA & PFLAUM LLC
111 East Wacker Drive
Suite 2800
Chicago, IL 60601-4205

6. Total number of applications and registrations involved: **49**

7. Total fee (37 CFR 3.41): **\$1240.00**

X Enclosed

Authorized to be charged to deposit account.

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Sandra Wolff 
 Signature

2/22/99
 Date

Total number of pages comprising cover sheet: **1**

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the same cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

LEARNING CURVE INTERNATIONAL, INC.

TABLE A

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>
PUZPETS	75/443,563	
ROBOCITY	75/309,731	
ROBOCITY	75/309,732	
R.A.V.E.N.	75/413,577	
ROBOTIX TASK FORCE	75/413,576	
ROBO-REX	75/414,246	
TED THE PTERDACTYL	75/284,041	2,199,084
LEARNING CURVE and design	75/263,777	
LEARNING CURVE INTERNATIONAL	75/242,278	
LEARNING CURVE ENTERTAINMENT	75/237,899	
DAPHANE THE DRAGON	75/239,771	
CHESTER THE MONKEY	75/239,772	
LEARNING CURVE PRODUCTION	75/240,833	
LEARNING CURVE PUBLICATIONS	75/237,897	
PENELOPE THE PIG	75/237,897	2,184,994
HORACE THE MOOSE	75/239,773	2,186,771
THE RIGHT TOY AT THE RIGHT TIME	75/240,848	
LEARNING CURVE EDUCATION	75/237,898	
WADDLE THE PENGUIN	75/237,894	
MARLEY THE LION	75/237,895	2,184,993

LEARNING CURVE INTERNATIONAL, INC.

TABLE A (CONTINUED)

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>
DESERT ROVER	75/195,939	
BLINKY THE LIGHTENING BUG	75/193,731	2,154,307
MONSTER MATCH	75/193,729	2,155,719
FINNEGAN THE DRAGON	75/193,730	2,155,720
MAKE AN ELEPHANT	75/193,727	
MAKE A LION	75/193,728	
GREAT RAILWAY ADVERTURE BY LEARNING CURVE TOYS	75/193,639	
MARS CRUISER	75/195,934	
DUNE TRIKE	75/195,935	2,203,195
LASER SCANNER	75/195,936	2,203,196
VOLCANIC CRAWLER	75/195,938	2,203,197
SPACE COPTER	75/195,940	2,201,967
AQUABOT	75/195,937	
ROBO-DOG	75/195,942	
WHISKERS	75/176,277	
BLANKET BABY	75/176,275	2,143,540
PATCHES	75/176,278	2,143,541
LITTLE KNOTTIES	75/126,483	2,136,269
WOODTOWN A LEGENDARY PLACE FOR KIDS	75/060,804	2,030,225
LEARNING CURVE TOYS and design	75,060,806	2,030,226
LEARNING CURVE TOYS	75/055,436	2,027,139
ROBOTIX	74/055,435	2,087,051
INFANT DEVELOPMENT SYSTEM	74/598,981	2,037,967
WOODTOWN	74/501,521	1,921,031
CLACK TRACK	74/501,478	
CLICKITY-CLACK TRACK	74/501,519	
FELTKIDS	74/623,697	1,966,503
ROBOTIX	73/501,179	1,339,315

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assumption Agreement") is made as of the 1st day of January, 1999, to become effective as provided herein, by and between Learning Curve International, Inc., a Delaware Corporation ("Assignee"), and Learning Curve International, L.L.C., an Illinois Limited Liability Company ("Assignor").

WHEREAS, the Members of the Assignor have agreed to reorganize the Assignor into a Delaware corporation (Reorganization) as of the opening of business on January 1, 1999, and Assignee has been established to give effect thereto;

WHEREAS, pursuant to the Reorganization, each Member and each holder of 6.4% Junior Exchangeable Notes due January 31, 1999 (Junior Notes) of the Assignor has agreed to exchange its membership units and/or Junior Notes, as the case may be, of Assignor for shares of common and/or preferred stock of Assignee (Exchange), which Exchange shall be effective at the opening of business on January 1, 1999; and

WHEREAS, pursuant to the Reorganization, Assignee, as the sole Member of Assignor, has authorized the assignment of all of the assets, properties, contract rights, employees, liabilities and obligations (Assets and Liabilities) of Assignor to the Assignee.

THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration of the mutual agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Section 1. Assignor hereby assigns, conveys and transfers the Assets and Liabilities to Assignee, to be effective immediately following the Exchange, as of the opening of business on January 1, 1999.

Section 2. Assignee, intending to be legally bound, hereby agrees to assume the performance of all of the obligations of the Assets and Liabilities assigned to Assignor pursuant to this Assumption Agreement.

Section 3. Assignee hereby represents and warrants that:

- a. Assignee is in good standing as a corporation pursuant to the laws of the State of Delaware; and
- b. this Assumption Agreement has been duly authorized by the Board of Directors of Assignee, and is the valid, legal and binding obligation of Assignee and is enforceable against it in accordance with its terms.

Section 4. If at any time after the date hereof any further action is necessary or desirable to carry out the purpose of this Agreement, each of the Assignor and Assignee will take such further action, including the execution and delivery of such further instruments and documents, as either reasonably may request.

Section 5. This Assumption Agreement shall inure to the benefit of and shall be binding upon Assignee and its successors and assigns. This Assumption Agreement shall be governed by the laws of the State of Delaware.

Section 6. This Assumption Agreement may be signed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed to be one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assumption Agreement as of the date first written above.


ASSIGNOR

LEARNING CURVE
INTERNATIONAL, L.L.C.

By: 
Barry Gersowsky
Its: Manager

ASSIGNEE:

LEARNING CURVE
INTERNATIONAL, INC.

By: 
Richard E. Rothkopf
Its: Chief Executive Officer

Learning Curve International
314 W. Superior Street
Suite 600
Chicago, IL 60610

F A X C O V E R S H E E T

DATE: 12/28/98

Number of pages including cover sheet: 7

TO: CHRISTINA GIARDI

PHONE: 580 6776

FAX: 580 0923

FROM: BARRY

PHONE: 410 7744

FAX:

RE:

Message

Urgent

For Your Review

Please Reply

UNANIMOUS WRITTEN CONSENT OF
THE MANAGERS OF
LEARNING CURVE INTERNATIONAL, L.L.C.

The undersigned, being all of the Managers of LEARNING CURVE INTERNATIONAL, L.L.C., an Illinois limited liability company (the "Company"), do hereby consent and agree to the adoption of the following recitals and resolutions in lieu of holding a special meeting of the Managers of the Company:

WHEREAS, the Company has entered into a Securities Purchase Agreement dated May 5, 1998 between the Company and John Hancock Mutual Life Insurance Company and John Hancock Variable Life Insurance Company (collectively "Hancock") and into a Securities Purchase Agreement dated May 5, 1998 between the Company, Hancock and Weston Presidio Capital II, L.P. in which pursuant to Sections 5N and 5.13, respectively, the Company has agreed to terminate, no later than January 1, 1999, its Employee Bonus Stock Option Plan (the "Plan") as described in Section 3.10 of the Company's Employee Handbook.

WHEREAS, the Managers of the Company deem it advisable and in the best interests of the Company to terminate the Plan.

NOW, THEREFORE, BE IT RESOLVED, that the Plan is hereby terminated and of no further force and effect.

FURTHER RESOLVED, that any Manager of the Company is hereby authorized, directed and empowered, in the name and on behalf of the Company, to execute, deliver and perform all agreements, certificates and documents, and perform any further acts, as such Manager shall deem necessary or appropriate to effect the purpose and intent of the foregoing resolution and to consummate the transaction contemplated therein.

FURTHER RESOLVED, that all acts and deeds heretofore done or actions taken by any Manager of the Company in entering into, executing, acknowledging or attesting any arrangements, agreements, instruments or documents in carrying out the terms and intentions of the foregoing resolutions are hereby ratified, confirmed and approved.

FURTHER RESOLVED, that this consent may be signed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed to be one instrument.

Dated as of December 31, 1998



Richard E. Rothkopf



John W. Lee, II

Barry Gersowsky

**CONSENT IN LIEU OF A MEETING
OF THE SOLE MEMBER OF
LEARNING CURVE INTERNATIONAL, L.L.C.**

The undersigned, being the sole member of Learning Curve International, L.L.C., an Illinois limited liability company (the "Company"), in lieu of holding a special meeting, hereby adopts the following resolutions by written consent:

WHEREAS, in connection with the reorganization of the Company as a Delaware corporation (the "Reorganization"), the sole member of the Company deems it necessary and in the best interests of the Company to enter into that certain Assignment and Assumption Agreement by and between the Company and Learning Curve International, Inc., a Delaware corporation (the "Corporation"), dated the 1st day of January, 1999 (the "Assumption Agreement"), wherein the Company, as Assignor, will contribute all of the assets, properties, contract rights, employees, liabilities and obligations of the Company to the Corporation, and, upon completion of such assignment, to provide for the dissolution of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the terms and conditions of the Assumption Agreement are hereby adopted and approved and the Company is hereby authorized and directed to enter into the Assumption Agreement;

FURTHER RESOLVED, that the Company is hereby authorized and directed to do and perform all acts and things and to execute and deliver all instruments and documents of whatsoever kind and nature necessary or incidental to or required by the terms of the Assumption Agreement, with such changes in text, form and terms thereof as in the judgment of the Manager executing such document may be necessary, desirable or proper, and to take any and all such actions necessary or desirable to effectuate the purpose and intent of the foregoing resolution, and the sole member does hereby ratify, confirm and approve all that has been or may be done by virtue of the authority conferred thereby;

FURTHER RESOLVED, that the sole member hereby authorizes and directs the Company, immediately upon the effectiveness of said Reorganization, to cause to have filed Articles of Dissolution with the Illinois Secretary of State; and

FURTHER RESOLVED, that any Manager of the Company is hereby authorized and directed to execute the Articles of Dissolution on behalf of the Company and to cause said Articles of Dissolution to become filed with the Illinois Secretary of State; and further, that any Manager of the Company is hereby authorized and directed to execute any and all other agreements,

documents and instruments, and to take any and all such action as he may deem necessary or desirable to effectuate the dissolution of the Company and the sole member does hereby ratify, confirm and approve all that has been or may be done by virtue of the authority conferred hereby.

DATED as of this 1st day of January, 1999.

LEARNING CURVE INTERNATIONAL, INC.,
THE SOLE MEMBER

By: 

Richard E. Rothkopf

Its: Chief Executive Officer

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