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OMB No. 0651-0011 (exp. 4/94)

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To the Honorable Commissioner of Patents and

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original documents or copy thereof.

1. Name of conveying party(ies):
The Bearrific Bear Factory, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Build-A-Bear Workshop, L.L.C.

Internal Address: _____

Street Address: 1964 Innerbelt Business Center Drive.

City: St. Louis State: MO ZIP: 63114

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 14, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Reg. No. 1,998,311

Reg. No. 2,071,525

Reg. No. 1,999,863

Reg. No. 2,001,349

Additional numbers attached? Yes No Reg. No. 2,050,734

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

Name: Alan S. Nemes, Esq.

Internal Address: Blackwell Sanders Peper Martin

Street Address: 720 Olive St., 24th Fl.

St. Louis, MO 63101

City: St. Louis State: MO ZIP: 63101

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

02/22/1999 DC0ATES 00000164 1998311

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01 FC:401 40.00 OP
02 FC:402 100.00 OP

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.

ALAN S. NEMES

Name of Person Signing

Signature

2-18-99

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 1858 FRAME: 0116

WHEREAS, THE BEARRIFIC BEAR FACTORY, INC., a corporation duly organized under the laws of the State of Florida having its principal place of business at 12801 W. Sunrise Blvd., Store 709, Sunrise, Florida (hereinafter referred to as "ASSIGNOR"), is the owner of the entire, right, title and interest in and to the following trademarks and certificates of Registration in connection with the identified goods/services (hereinafter collectively referred to as the "Marks"):

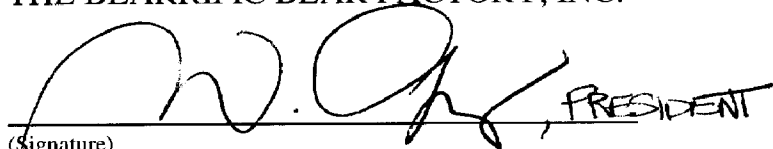
1. THE BEARRIFIC BEAR FACTORY, Reg. No. 1,998,311, for stuffed toy animals.
2. THE BEARRIFIC BEAR FACTORY, Reg. No. 2,071,525, for stuffed animal retail store services.
3. THE BEARRIFIC BEAR FACTORY and Design, Reg. No. 1,999,863, for stuffed toy animals.
4. BEARTH CERTIFICATE and Design, Reg. No. 2,001,349, for stuffed toy animals.
5. BEARTH CERTIFICATE, Reg. No. 2,050,734, for stuffed toy animals.

WHEREAS, BUILD-A-BEAR WORKSHOP, L.L.C., a limited liability company duly organized under the laws of the State of Missouri, having its principal place of business at 1964 Innerbelt Business Center Drive, St. Louis, Missouri, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring all right, title and interest in and to said Marks, and the goodwill of the business associated therewith.

NOW THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns, sells, and transfers to ASSIGNEE, ASSIGNOR's entire right, title and interest in and to said Marks, together with the goodwill of the business associated therewith and the right to sue for past infringement thereof, the same to be held and enjoyed by ASSIGNEE for its own use and for the use of its successors, heirs and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment and sale had not been made.

Signed this 14TH day of JANUARY, 1999

ASSIGNOR
THE BEARRIFIC BEAR FACTORY, INC.


_____, PRESIDENT
(Signature)

By: _____
Name: Wendy Grey
Title: President