FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

5-24-01

OIPE JC191 MAY 24 2001 PATENT & TRADEMARK OFFICE

06-01-2001

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

[X] New

[ ] Resubmission (Non-Recordation) Document ID #

[ ] Correction of PTO Error Reel # Frame #

[ ] Corrective Document Reel # Frame #

Conveyance Type

[ ] Assignment [ ] License

[X] Security Agreement [ ] Nunc Pro Tunc Assignment

[ ] Merger Effective Date Month Day Year

[ ] Change of Name

[ ] Other

Conveying Party

[X] Mark if additional names of conveying parties attached

Name: Zany Brainy, Inc.

Execution Date Month Day Year: 05-15-01

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [x] Corporation [ ] Association

[ ] Other

[x] Citizenship/State of Incorporation/Organization: Pennsylvania

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Wells Fargo Retail Finance, LLC

DBA/AKA/TA:

Composed of:

Address (line 1): 1 Boston Place

Address (line 2): 18th Floor

Address (line 3): Boston (City) MA (State/Country) 02108 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[x] Other: Limited Liability Company

[ ] Citizenship/State of Incorporation/Organization: Massachusetts

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 617-248-5000

Name: Lonn Waters

Address (line 1): Exchange Place

Address (line 2): 53 State Street

Address (line 3): Boston, MA 02109

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 23

Trademark Application Number(s) or Registration Number(s)

[x] Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75824712	75663413	75663416	1730089	1735825	1781919
75611593	76032176		2324283	2338200	2346949
			2439498	2439127	2412354

Number of Properties

Enter the total number of properties involved. # 27

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ [illegible] 690.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes [ ] No [ ]

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. Charges to deposit account are authorized, as indicated herein.

Suzanne T. Cryan	Suzanne T. Cryan	5-23-01
Name of Person Signing	Signature	Date Signed

FORM PTO-1618C
Expires 06/30/99
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RECORDATION FORM COVER SHEET
CONTINUATION
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U.S. Department of Commerce
Patent and Trademark Office
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Conveying Party
Enter Additional Conveying Party

[x] Mark if additional names of conveying parties attached

Name: Children's Development Inc.

Execution Date (Month Day Year): 05-15-01

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [x] Corporation [ ] Association

[ ] Other

[ ] Citizenship State of Incorporation/Organization: Delaware

Receiving Party
Enter Additional Receiving Party

[ ] Mark if additional names of receiving parties attached

Name:

DBA/AKA/TA:

Composed of:

Address (line 1):

Address (line 2):

Address (line 3): City / State/Country / Zip Code

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[ ] Other

[ ] Citizenship/State of Incorporation/Organization

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached *(Designation must be a separate document from the Assignment.)*

Trademark Application Number(s) or Registration Number(s)

[ ] Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			2426455	2429187	2184879
			2185796	2223839	2322479
			2322480	2449637	2010223
			1872949	1971605	1898336
			2294856		

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Expires 06/30/99
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RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party
Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name: Noodle Kidoodle, Inc. — 05-15-01

Formerly:

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization: Delaware

Receiving Party
Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name:

DBA/AKA/TA:

Composed of:

Address (line 1):

Address (line 2):

Address (line 3):

City | State/Country | Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached *(Designation must be a separate document from the Assignment.)*

☐ Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement") is made and effective as of May 15, 2001, by Zany Brainy, Inc., a Pennsylvania corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, Children's Development Inc., a Delaware corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, and Noodle Kidoodle, Inc., a Delaware corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (including any successors or permitted assignees thereof, collectively, the "Grantors" and each a "Grantor"), in favor of Wells Fargo Retail Finance, LLC, as Agent for each of the Lenders from time to time party to the Loan Agreement referred to below (the "Agent"). Capitalized terms used in this Intellectual Property Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

RECITALS

WHEREAS, pursuant to the Debtor In Possession Loan and Security Agreement (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement") dated as of the date hereof by and among the Grantors, the other Borrowers party thereto, the Agent and the Lenders from time to time party thereto (the "Lenders"), the Lenders have agreed, subject to the terms and conditions set forth therein, to make certain advances, cause the issuance of letters of credit and provide other financial accommodations to the Grantors (collectively, the "Loans"); and

WHEREAS, it is a condition precedent to the obligation of the Agent and the Lenders to execute and perform under the Loan Agreement that Grantors shall have executed and delivered this Intellectual Property Security Agreement to the Agent, for the ratable benefit of each of the Lenders; and

NOW, THEREFORE, in consideration of the willingness of the Agent and the Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantors pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the Grantors' prompt, punctual and faithful performance of all and each of the Obligations, each of the Grantors hereby grants to Agent, for its benefit and the ratable benefit of each of the Lenders, a continuing first priority security interest in all of the right, title and interest of such Grantor in and to the Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired:

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S. and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks"); and

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names"); and

(e) Any and all claims and causes of action for past, present or future infringement of any of the Intellectual Property Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Intellectual Property Collateral; and

(f) Any and all licenses or rights granted under any of the Intellectual Property Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Intellectual Property Collateral; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantors authorize and request that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this Intellectual Property Security Agreement is submitted) to file and record this Intellectual Property Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the Intellectual Property Collateral.

3. Assignment. Upon the occurrence of and during continuation of an Event of Default, the Grantors shall execute and deliver to Agent an absolute assignment transferring their entire right, title, and interest in and to the Intellectual Property Collateral to the Agent, for its benefit and the ratable benefit of the Lenders.

4. Power of Attorney. The Grantors hereby irrevocably grant the Agent for its benefit and for the ratable benefit of the Lenders a power of attorney, to act as the Grantors' attorney-in-fact, with full authority in the name, place and stead of the Grantors, from time to time in the Agent's discretion, to take any action and to execute any instrument which the Agent may deem reasonably necessary or advisable to accomplish the purposes of this Intellectual Property Security Agreement. This authority includes, without limitation, the following:

TRADEMARK
REEL: 002307 FRAME: 0149

(a) To modify or amend (in sole discretion of the Agent and the Lenders and without first obtaining the Grantors' approval of or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by the Grantors after the execution hereof or to delete any reference to any Intellectual Property Collateral in which the Grantors no longer have or claim any right, title or interest; and

(b) To execute, file and pursue (in sole discretion of the Agent and the Lenders and without first obtaining the Grantors' approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or the Grantors' rights in the Intellectual Property Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the Intellectual Property Collateral without the signatures of the Grantors unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement. Upon any such termination, the Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (without any representation, warranty or recourse of any kind whatsoever) such documents as the Grantors may reasonably request and provide to the Agent to evidence such termination.

6. Miscellaneous.

(a) This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for its benefit and the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantors and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

TRADEMARK
REEL: 002307 FRAME: 0150

(b) This Intellectual Property Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument.

[Signatures appear on following pages.]

TRADEMARK
REEL: 002307 FRAME: 0151

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement, as an instrument under seal, through their duly authorized officers, as of the date first written above.

GRANTORS:

ZANY BRAINY, INC.,
as Debtor and Debtor-In-Possession

By: _____
Robert A. Helpert
Chief Financial Officer, Treasurer and Secretary

CHILDREN'S DEVELOPMENT INC.,
as Debtor and Debtor-In-Possession

By: _____
Daniel J. Kaufman
Vice President

NOODLE KIDOODLE, INC.,
as Debtor and Debtor-In-Possession

By: _____
Robert A. Helpert
Vice President and Treasurer

AGENT:

WELLS FARGO RETAIL FINANCE, LLC,
as Agent

By: _____
Name: PATRICK J. MORTON
Title: VICE PRESIDENT

TRADEMARK
REEL: 002307 FRAME: 0152

ACKNOWLEDGMENT

STATE OF Delaware :
: SS
COUNTY OF New Castle :

Before me, the undersigned, a Notary Public, on this 15th day of May, 2001, personally appeared Robert A. Helpert to me known personally, who, being by me duly sworn, did say that he/she is the Chief Financial Officer of ZANY BRAINY, INC., as Debtor and Debtor-In-Possession, and that said Intellectual Property Security Agreement was signed on behalf of said ZANY BRAINY, INC., as Debtor and Debtor-In-Possession, by authority of its board of directors, and the said Robert A. Helpert acknowledged said instrument to be his/her free act and deed.

Notary Public
My Commission Expires: 5-15-02

NOTARIAL SEAL
KIMBERLEY K. LAKE NOTARY PUBLIC
State of Delaware
Date of Appointment 5-15-00
My Commission Expires: May 15, 2002

ACKNOWLEDGMENT

STATE OF Delaware :
: SS
COUNTY OF New Castle :

Before me, the undersigned, a Notary Public, on this 15th day of May, 2001, personally appeared Daniel J. Kaufman to me known personally, who, being by me duly sworn, did say that he/she is the Vice President of CHILDREN'S DEVELOPMENT INC., as Debtor and Debtor-In-Possession, and that said Intellectual Property Security Agreement was signed on behalf of said CHILDREN'S DEVELOPMENT INC., as Debtor and Debtor-In-Possession, by authority of its board of directors, and the said Daniel J. Kaufman acknowledged said instrument to be his/her free act and deed.

Notary Public
My Commission Expires: 5-15-02

NOTARIAL SEAL
KIMBERLEY K. LAKE NOTARY PUBLIC
State of Delaware
Date of Appointment 5-15-00
My Commission Expires: May 15, 2002

TRADEMARK
REEL: 002307 FRAME: 0153

ACKNOWLEDGMENT

STATE OF Delaware :
: SS
COUNTY OF NewCastle :

Before me, the undersigned, a Notary Public, on this 15th day of May, 2001, personally appeared Robert A. Helpert to me known personally, who, being by me duly sworn, did say that he/she is the Vice President of NOODLE KIDOODLE, INC., as Debtor and Debtor-In-Possession, and that said Intellectual Property Security Agreement was signed on behalf of said NOODLE KIDOODLE, INC., as Debtor and Debtor-In-Possession, by authority of its board of directors, and the said Robert A. Helpert acknowledged said instrument to be his/her free act and deed.

Notary Public
My Commission Expires: 5-15-02

NOTARIAL SEAL
KIMBERLEY K. LAKE NOTARY PUBLIC
State of Delaware
Date of Appointment 5-15-00
My Commission Expires: May 15, 2002

TRADEMARK
REEL: 002307 FRAME: 0154

SCHEDULE A
Copyrights

NONE

SCHEDULE B
Patents

NONE

SCHEDULE C
Trademarks

SEE ATTACHED

TRADEMARKS
(Children's Development Inc.)

Trademark	Status	Intent to Use (Aff. Due)	Application Date	Serial #	Publication Date	Registration No. and Date
A ZILLION NEAT THINGS FOR KIDS	**REGISTERED Section 8 & 15 Trademark Office & Assignment Accepted on 02/28/99**		11/03/92	74-231765	08/11/92	1,730,089 11/03/92
ZANY BRAINY	**REGISTERED Section 8 & 15 Trademark Office & Assignment Accepted on 02/28/99**		09/13/91	74-203317	04/14/92	1,735,825 11/24/92
ZANY BRAINY AND DESIGN	**REGISTERED Section 8 & 15 Trademark Office & Assignment Accepted on 02/28/99**		09/08/92	74-311435	04/20/93	1,781,919 7/13/93
KIDSTRUMENTS	**REGISTERED File Section 8 & 15 Between 02/29/05 and 02/29/06**		03/19/99	75-663414	12/07/99	2,324,283 02/29/00
WHY TAKE AN EXTRA-ORDINARY KID TO AN ORDINARY TOY STORE?	**REGISTERED File Section 8 & 15 Between 04/04/05 and 04/04/06**		03/19/99	75-663415	01/11/00	2,338,200 04/04/00
FREE FUN EVERY DAY	**REGISTERED File Section 8 & 15 Between 05/02/05 and 05/02/06**		03/19/99	75-663417	02/08/00	2,346,949 5/02/00

TRADEMARKS (Children's Development Inc.)						
Trademark	**Status**	**Intent to Use (Aff. Due)**	**Application Date**	**Serial #**	**Publication Date**	**Registration No. and Date**
DREAM DOUGH	**REGISTERED File Section 8 & 15 Between 03/27/06 and 03/27/07**	YES **11/30/00**	08/05/99	75-768225	03/07/00	2,439,498 3/27/01
DREAM DOUGH AND DESIGN	**Non-final action 02/06/01** **Statement of use completed 01/29/01**	NO	10/15/99	75-824712	07/25/00	
ZANY BRAINY.COM	**REGISTERED File Section 8 & 15 Between 03/27/06 and 03/27/07**	YES **09/21/00**	12/23/98	75-611246	12/28/99	2,439,127 3/27/01
ZANY BRAINY.COM and DESIGN	**REGISTERED File Section 8 & 15 Between 12/12/05 and 12/12/06**	NO	11/22/99	75-856022	09/19/00	2,412,354 12/12/00
ZANY BRAINY	**REGISTERED**	NO	12/23/98	75-611215	07/25/00	2,294,856 10/17/00
WHAT YOU WANT YOUR CHILD TO BECOME	**NOTICE OF ALLOWANCE 04/04/00** **First Extension granted 12/29/00**	YES **10/04/00**	03/19/99	75-663413	01/11/00	
THE BEST STUFF FOR KIDS	**NOTICE OF ALLOWANCE 05/9/00** **First Extension granted 11/08/00**	YES **11/09/00**	03/19/99	75-663416	02/15/00	

TRADEMARKS (Children's Development Inc.)						
Trademark	**Status**	**Intent to Use (Aff. Due)**	**Application Date**	**Serial #**	**Publication Date**	**Registration No. and Date**
OCEANMOTION	**REGISTERED File Section 8 & 15 Between 02/06/06 and 02/06/07**	NO	08/20/99	75-788783	11/14/00	2,426,455 02/06/01
ZANY PRICE CHOMPER and Design (Head looking left with broken $ in mouth with words over and under head)	**REGISTERED**	NO	12/23/98	75-611592	11/28/00	2,429,187 02/20/01
BLUE SKY	**NOT REGISTERED**					
SMART SUPPLIES	**NOT REGISTERED**					
GREEN ORBIT	**NOT REGISTERED**					
OUT OF THE BOX	**NOT REGISTERED**					
OUT TO PLAY	**NOT REGISTERED**					
IMAGINATION	**NOT REGISTERED**					
READY, SET...GROW!	**NOT REGISTERED**					
TECHNO KIDS	**NOT REGISTERED**					

TRADEMARKS (Children's Development Inc.)						
Trademark	**Status**	**Intent to Use (Aff. Due)**	**Application Date**	**Serial #**	**Publication Date**	**Registration No. and Date**
KIDSTRUMENTS (Design)	**NOT REGISTERED**					
ZANY BRAINY COMPUTER BUGZ	**NOT REGISTERED**					
GRANDTASTIC	**NOT REGISTERED**					
BRIGHT START	**NOT REGISTERED**					
PLAYSHOP PLANNER	**NOT REGISTERED**					
BRAINY GAMES ICON	**NOT REGISTERED**					
BRIGHT START ICON	**NOT REGISTERED**					
CREATIVITY ICON	**NOT REGISTERED**					
DOLLS ICON	**NOT REGISTERED**					
KIDTRONICSNAME/ICON	**NOT REGISTERED**					
GOOD SPORTSNAME ICON	**NOT REGISTERED**					
HOBBIES ICON	**NOT REGISTERED**					

TRADEMARKS (Children's Development Inc.)						
Trademark	**Status**	**Intent to Use (Aff. Due)**	**Application Date**	**Serial #**	**Publication Date**	**Registration No. and Date**
LET'S PRETENDNAME ICON	**NOT REGISTERED**					
SUPER STARSNAME ICON	**NOT REGISTERED**					
OUR PLANETNAME ICON	**NOT REGISTERED**					
CRITTERSNAME ICON	**NOT REGISTERED**					
PLAY PALSNAME ICON	**NOT REGISTERED**					
PUZZLEMANIANAME ICON	**NOT REGISTERED**					
SOFTWARE ICON	**NOT REGISTERED**					
STATIONERY ICON	**NOT REGISTERED**					
TEACHER'S RESOURCENAME ICON	**NOT REGISTERED**					
VIDEO ICON	**NOT REGISTERED**					
WORDS & MUSIC (OR SIGHTS & SOUNDS)NAME ICON	**NOT REGISTERED**					

TRADEMARKS (Children's Development Inc.)						
Trademark	**Status**	**Intent to Use (Aff. Due)**	**Application Date**	**Serial #**	**Publication Date**	**Registration No. and Date**
SMART SUPPLIES	**NOT REGISTERED**					
PRETENDABLES	**NOT REGISTERED**					
ZANY ALPHABETDESIGNS (26)	**NOT REGISTERED**					
YOUNG BUILDERSNAME ICON	**NOT REGISTERED**					
DEPART-MENTAL ICON DESIGNS (15)	**NOT REGISTERED**					

FOREIGN TRADEMARKS

Trademark	Country	Date Application Filed	Registration # & Date
ZANY BRAINY	Mexico	01/12/98	319242
ZANY BRAINY	Canada	12/17/97	
ZANY BRAINY	Europe	12/15/97	707794
ZANY BRAINY	Japan	01/30/98	7491/1998
ZANY BRAINY	Australia		751819 12/24/97 (Backdated to Application date)

TRADEMARKS						
Trademark	**Status**	**Intent to Use (Aff. Due)**	**Application Date**	**Serial #**	**Publication Date**	**Registration No. and Date**
PRICE CHOMPER	**REGISTERED File Section 8 & 15 Between 08/25/03 and 08/25/04**		09/17/96	75-207152	09/09/97	2,184.879 08/25/98
ZANY ZONE	**REGISTERED File Section 8 & 15 Between 09/01/03-09/01/04**		07/11/97	75-323100	06/09/98	2,185,796 09/01/98
KIDSULTANT	**REGISTERED File Section 8 & 15 Between 02/16/04 and 02/16/05** **CANCELLATION PROCEEDING Filed by Randi Leifer Terminated 02/09/01**		08/18/97	75-343031	11/24/98	2,223,839 02/16/99
MY LITTLE PLAY PALS	**REGISTERED File Section 8 & 15 Between 02/22/05 and 02/22/06**		08/19/98	75-539490	05/04/99	2,322,479 02/22/00
DOLLS TO LOVE	**REGISTERED File Section 8 & 15 Between 02/22/05 and 02/22/06**		08/19/98	75-539497	05/04/99	2,322,480 02/22/00
HUGS N' SNUGS AND DESIGN	**REGISTERED**	YES	08/19/98	75-539496	05/23/00	2,449,637 05/08/01
MISCEL-LANEOUS"PRICE CHOMPER" DESIGN(Standing With Broken $ in mouth looking left)	**Notice of Allowance mailed 02/02/01**	YES	12/23/98	75-611593	11/28/00	

The Trademarks are owned in the name of "Children's Concept, Inc.", the former name of Zany Brainy, Inc.

PH/1413477.3

Trademarks

Mark	Serial/Reg. No. Filing/Reg. Date	Status/Comments
I GOT YOU BABY **(ITU Application)**	76/032,176 April 24, 2000	1. Notice of Allowance issued 02/27/01. 2. Chain of title appears to be clear.
KIDS LEARN BEST WHEN THEY'RE HAVING FUN	2,010,223 October 22, 1996	1. Registered; Declaration of Continued Use due between 10/22/01 and 10/22/02; 2. Chain of title appears to be clear.
	1,872,949 January 10, 1995	1. Registered; Declaration of Continued Use due **1/10/01**; 2. Chain of title is incomplete. The change of name document from Greenman Bros., Inc. to Noodle Kidoodle, Inc. was not recorded against this registration. It was instead filed against Reg. No. 1,872,944, a totally unrelated registration owned by a different entity. Noodle Kidoodle will need to update the chain of title for this registration by recording the change of name document and should correct its incorrect filing against Reg. No. 1,872,944.

Mark	Serial/Reg. No. Filing/Reg. Date	Status/Comments
NOODLE KIDOODLE	1,971,605 April 30, 1996	1. Registered; Declaration of Continued Use due between 4/30/01 and 4/30/02; 2. Chain of title appears to be clear.
OODLES & OODLES OF FUN THINGS TO LEARN	1,898,336 June 6, 1995	1. Registered; Declaration of Continued Use due 6/6/01. 2. Chain of title needs to be completed by recording the change of name document from Greenman Bros., Inc. to Noodle Kidoodle, Inc. (NY Corporation) and then the merger of Noodle Kidoodle, Inc. (NY) to Noodle Kidoodle, Inc. (DE Corporation). The change of name document and the merger were recorded against Reg. No. 1,989,336 instead (a totally unrelated reg. and entity), which should be corrected to clear the registration owned by a third party.

TRADEMARK
REEL: 002307 FRAME: 0166

SCHEDULE D
Domain Names

SEE ATTACHED

ZANY BRAINY

DOMAIN NAME STATUS

DOMAIN NAME	COMPANY	REGISTRAR
ZANYBRAINY.COM	Zany Brainy, Inc.	Network Solutions
ZAINYBRAINY.COM	Zany Brainy, Inc.	Network Solutions
ZANYBRAINY.ORG	Zany Brainy, Inc.	REGISTER.COM
ZANYBRAINY.NET	Zany Brainy, Inc.	REGISTER.COM
ZANYBRAINY.CO.UK	Zany Brainy, Inc.	REGISTER.COMCOMPUSOLVE
ZBSOFTWARE.COM	Zany Brainy, Inc.	Network Solutions
TOZB.COM	Zany Brainy, Inc.	Network Solutions
ZBMUSIC.COM	Zany Brainy, Inc.	Network Solutions
ZBVIDEO.COM	Zany Brainy, Inc.	Network Solutions
MYZB.COM	Zany Brainy, Inc.	Network Solutions
ZBTOYS.COM	Zany Brainy, Inc.	Network Solutions
ZBBOOKS.COM	Zany Brainy, Inc.	Network Solutions
ZANYBRAINYONLINE.COM	Zany Brainy, Inc.	Network Solutions
ZBCATALOG.COM	Zany Brainy, Inc.	Network Solutions

DOMAIN NAME	COMPANY	REGISTRAR
ZBSTORES.COM	Zany Brainy, Inc.	Network Solutions
ZANYBRAINYCATALOG.COM	Zany Brainy, Inc.	Network Solutions
ZANYBRAINYSTORES.COM	Zany Brainy, Inc.	Network Solutions
ZANYBRAINYINC.COM	Zany Brainy, Inc.	Network Solutions
ZANYINC.COM	Zany Brainy, Inc.	Network Solutions
ZANYBRANY.COM	Zanybrainyinc.com LLC	Network Solutions
ZB.COM	Zany Brainy, Inc.	Network Solutions
ZANIEBRAINY.COM	Zany Brainy, Inc.	Network Solutions
NOODLEKIDOODLE.COM	Zany Brainy, Inc.	Network Solutions
ZANYBRAINY.TV	Zany Brainy, Inc.	DotTV
ZBTOY.COM	Zany Brainy, Inc.	directNIC

TRADEMARK LICENSES

Trademark License Agreement dated October 1, 1998, by and between Children's Development Inc. and Zany Brainy, Inc. (formerly Children's Concept, Inc.)