

06-22-2001



To the Honorable Commissioner 101757841

ie attached original documents or copy thereof.

1. Name of conveying party(ies): 6-17-01

Venture Stores, Inc.

- Individual(s) Association
- General Partnership Limited 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 _____

Execution Date: April 23, 2001

2. Name and address of receiving party(ies)

Name: Build-A-Bear Workshop, Inc.

Internal Address: _____
Address: _____

Street Address: 1954 Innerbelt Business Center Drive

City: St. Louis State: MO Zip: 63114-5760

Individual(s) Citizenship _____

Association _____

General Partnership _____

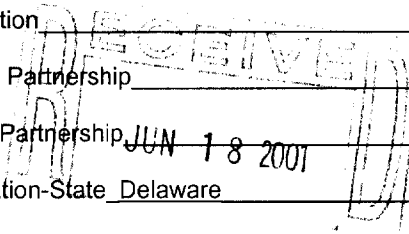
Limited Partnership _____

Corporation-State Delaware

Other _____

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)

B. Trademark Registration No.(s)

2,091,542

Additional number(s) attached Yes No

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

Name: Alan S. Nemes

Internal Address: Blackwell, Sanders, Peper, Martin

Street Address: 720 Olive Street, Suite 2400

City: St. Louis State: MO Zip: 63101

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

06/22/2001 TDI AZ1 00000013 2091542

01 FC:581 40.00 DP

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.

Lynn Hacker
Name of Person Signing

Lynn Hacker
Signature

6/14/01
Date

Total number of pages including cover sheet, attachments and document 4

TRADEMARK ASSIGNMENT

WHEREAS, Venture Stores, Inc., a Delaware corporation having a place of business at 871 Midpoint Drive, O'Fallon, Missouri 63366 ("Assignor") has adopted and used the mark HOME TO HOME ("the Mark"), registered in the United States Patent and Trademark Office as set forth on the attached Schedule A; and

WHEREAS, Build-A-Bear Workshop, Inc., a Delaware corporation, having a place of business at 1954 Innerbelt Business Center Drive, St. Louis, Missouri 63114 ("Assignee") is desirous of acquiring any and all right that Assignor may have in and to the Mark and the registration therefore, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits for past, present and future infringements thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign and transfer to Assignee all right, title and interest in and to the Mark in the United States and all foreign countries and the registration therefore for the United States and throughout the world together with all applications, registrations and common law rights therefore and thereto and the good will of the business in connection with which the Mark is used and which is symbolized by the Mark, and all income, royalties, fees, damages and payments now and hereinafter due or payable in respect thereto, and in and to all causes of action (either in law or equity) and the right to enforce all rights and file any causes of action including the right to enforce all rights and file any causes of action including the right to recover for damages and profits for past, present and future infringements or misappropriations thereof; Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to make a record with any and all governmental agencies, authorities, courts, tribunals or third parties of the fact that Assignee owns all right, title and interest in and to the Mark, and any and all goodwill associated therewith (provided that Assignor shall not be

Ref. # 713940.522

TRADEMARK
REEL: 002317 FRAME: 0641

required to take any action which causes it to incur any cost or liability); that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Mark, and that Assignee is the successor to the business or Assignor, or portion thereof, to which the Mark pertains, and/or vest all Assignor's rights, title and interest in and to the Mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

By: W. Edward Clingman Jr
Name: W. Edward Clingman Jr
Title: President
Effective Date: 4/23/01

SCHEDULE A

Registrant: Venture Stores, Inc.
Registration No.: 2,091,542
Registration Date: August 26, 1997
Mark: HOME TO HOME
International Classes: 11, 20, 24

Ref. # 713940.522

RECORDED: 06/18/2001

TRADEMARK
REEL: 002317 FRAME: 0643