

11-08-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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Tab settings

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

1. Name of conveying party(ies): Midwest Mezzanine Fund II, L.P. 10-30-02 Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Gef. Holdings, S.A. Internal Attn.: Harry Jupp Address: Street Address: 30 Quai Gustave-Ador Country: Geneva State: Switzerland Zip: 1207 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State: Luxembourg 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other: Assignment of Security Agreement Execution Date: September 30, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75897687 B. Trademark Registration No.(s) 2521171; 2410485; 2393491; 2274473; 1720455; 1543701 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Stanton J. Lovenworth Internal Address: Street Address: Dewey Ballantine LLP 1301 Avenue of the Americas City: New York State: NY Zip: 10019

6. Total number of applications and registrations involved: 7 7. Total fee (37 CFR 3.41): \$ 190.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: N/A (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. Stanton J. Lovenworth Name of Person Signing Signature October 29, 2002 Date Total number of pages including cover sheet, attachments, and document: 7

11/07/2002 TDIAZ1 00000192 75897687 40.00 OP 150.00 OP

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

TRADEMARK REEL: 002613 FRAME: 0018

75897487

Continuation of Item 2 to the Recordation Form Cover Sheet - Trademark Only

Designation of Domestic Representative

Assignee hereby designates Gefinor (USA), whose address is 375 Park Avenue, Suite 2401, New York, New York 10152, attn.: Mohamed Ousseimi, as its representative upon whom notice or process in proceedings affecting the mark may be served.

M-TN Maryven Johnson

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of September 30, 2002, by and between MIDWEST MEZZANINE FUND II, L.P., a Delaware limited partnership ("Seller") and GEF HOLDINGS S.A., a Luxembourg corporation ("Buyer") (collectively, the "Parties"). In consideration of the covenants contained in this Agreement and other consideration provided for in it, the receipt and sufficiency of which the Parties acknowledge by the execution of this Agreement, the Parties, each intending to be legally bound, agree as follows:

Section 1. Background. Reference is hereby made to that certain Trademark Security Agreement, dated as of June 29, 2001, as amended (the "Trademark Security Agreement") by and between the Alexander Doll Company, Inc. ("Debtor") and Seller and attached hereto as Exhibit A. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Trademark Security Agreement.

Section 2. Assignment of Contract. Seller does hereby irrevocably assign to Buyer (and Buyer's successors and assigns) all of Seller's right, title, and interest in and to the Trademark Security Agreement (hereinafter, the "Assigned Contract"). Buyer acknowledges that upon the assignment of Seller's right, title, and interest in and to the Assigned Contract, Seller will no longer be liable for any obligations under the Assigned Contract.

Section 3. Assumption of Assumed Liabilities. Buyer does hereby assume any and all of the obligations pertaining to Seller under the Assigned Contract and does hereby agree to pay, perform, and discharge the liabilities and obligations pertaining to Seller under the Assigned Contract (the "Assumed Liabilities") in accordance with their respective terms. Buyer acknowledges and agrees that upon its assumption of the Assumed Liabilities, Seller will no longer be obligated to pay, perform, or discharge such Assumed Liabilities.

Section 4. Further Assurances. Seller and Buyer agree that they shall execute and deliver or cause to be executed and delivered from time to time such instruments, documents, agreements, consents, and assurances and take such other actions as may reasonably be required for Seller more effectively to assign to Buyer (or Buyer's successors or assigns) all of Seller's right, title, and interest in and to the Assigned Contract to which Seller is a party and for Buyer more effectively to assume the Assumed Liabilities pertaining to Seller.

Section 5. Successors and Assigns. This Agreement shall bind and inure to the benefit of the Seller, the Buyer, and their respective successors and assigns.

Section 6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute the same Agreement.

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Section 7. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to principles of conflicts of laws.

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JUPP

26-001-02 1013

IN WITNESS WHEREOF. Seller and Buyer have executed this Agreement as of the date first above written.

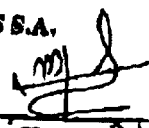
SELLER:

MIDWEST MEZZANINE FUND II, L.P.

By: _____
Name:
Title:

BUYER:

GEF HOLDINGS S.A.

By:  _____
Name: *Mr. Sulaiman Al-Muhaidib*
Title: *Chairman*

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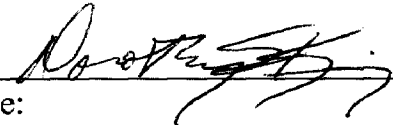
4098

15:01 28-100-22

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first above written.

SELLER:

MIDWEST MEZZANINE FUND II, L.P.

By: 
Name: _____
Title:

BUYER:

GEF HOLDINGS S.A.

By: _____
Name:
Title:

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TRADEMARK
REEL: 002613 FRAME: 0023

Annex A to Assignment and Assumption Agreement

Current Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Madame Alexander	1543701	June 13, 1989
Madame Alexander & Design	1720455	September 29, 1992
Madame Alexander & Design	2274473	August 31, 1999
Madame Alexander & Design	2393491	October 10, 2000
Madame Alexander	2410485	December 5, 2000
Madame Alexander	2521171	December 18, 2001

<u>Trademark Application</u>	<u>Application No.</u>	<u>Application Date</u>
Madame Alexander	75-897687	January 18, 2000

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Midwest Mezzanine Fund II, L.P.

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

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

2. Name and address of receiving party(ies)

Name: Cef. Holdings, S.A.

Internal Attn.: Harry Jupp
Address: _____

Street Address: 30 Quai Gustave Ador

City: Geneva Country: Switzerland State: Switzerland Zip: 1207

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Luxembourg
- 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

3. Nature of conveyance:

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

Execution Date: September 30, 2002

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

A. Trademark Application No.(s) 75897687

B. Trademark Registration No.(s) 2521171;
2410485; 2393491; 2274473; 1720455;
1543701

Additional number(s) attached Yes No

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

Name: Stanton J. Lovenworth

Internal Address: _____

Street Address: Dewey Ballantine LLP
1301 Avenue of the Americas

City: New York State: NY Zip: 10019

6. Total number of applications and registrations involved: _____

7

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

Stanton J. Lovenworth

Name of Person Signing


Signature

October 29, 2002

Date

Total number of pages including cover sheet, attachments, and document: 7

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

Designation of Domestic Representative

Assignee hereby designates Gefinor (USA), whose address is 375 Park Avenue, Suite 2401, New York, New York 10152, attn.: Mohamed Ousseimi, as its representative upon whom notice or process in proceedings affecting the mark may be served.