

09-12-2003

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

REC 102537330 TRADEMARKS ONLY

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

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):

KB Holdings, LLC

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

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 8, 2003

2. Name and address of receiving party(ies)

Name: Back Bay Capital Funding LLC

Internal Address:

Street Address: 100 West Street

City: BOSTON State: MA Zip: 02109

- 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

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

A. Trademark Application No.(s) See Attached Annex A

B. Trademark Registration No.(s) See Attached Annex A

Additional number(s) attached Yes No

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

Name: Andrew Nash

Internal Address:

Street Address: Bingham McCutchen LLC

150 Federal Street

City: BOSTON State: MA Zip: 02110

6. Total number of applications and registrations involved:

54

7. Total fee (37 CFR 3.41): \$ 1365.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Andrew Nash Name of Person Signing

Andrew Nash Signature

APRIL 2003 Date

Total number of pages including cover sheet, attachments, and document: 27

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

Sent via US Postal Express on April , 2003

TRADEMARK REEL: 002716 FRAME: 0701

ANNEX A
Trademarks and Trademark Registrations

Assignor's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications.

Trademark or Service Mark	Registrations -- United States Patent and Trademark Office	
	Registration No.	Registration Date
BE BOPPIN' BOOGIE LIGHTS	2674290	1/14/2003
EK TRAVEL	76-088361	5/2/2000
EKIDS	76-087237	5/28/2000
TINA THE TOY MOM	2497175	10/9/2001
THE TOY MOM	2495094	10/2/2001
EKID	2590410	7/9/2002
HYPERNATION	75-896973	1/14/2000
THE SOFTWARE LOUNGE	2436709	3/20/2001
TODAY'S SPOTLIGHT	2397916	10/24/2000
WEEKEND SPOTLIGHT	2397905	10/24/2000
HYPERZONE	75-844572	11/6/1999
PLAY@ETOYS	75-842092	11/5/1999
THE PLACE TO PLAY ONLINE	75-842091	11/5/1999
PLAY AT ETOYS	75-842090	11/5/1999
E/TOYS	75-842089	11/5/1999
WHERE GREAT IDEAS COME TO YOU	2435960	8/19/2001
WE GET TOYS	2458457	6/5/2001
SURPRISE OF THE DAY	2368677	7/18/2000
KBKIDS.COM	2366339	7/11/2000
SURE SHIP	75-767168	8/3/1999
EKIDS	2436417	3/20/2001
K-B BLITZ DELIVERY	2417079	1/2/2001
GEOGENIUS INTERACTIVE USA	2341208	4/11/2000
EKIDS	75-708414	5/15/1999
(DESIGN ONLY)	2364147	7/1/2000
ETOYS	75-611845	12/21/1998

WE BRING THE TOY STORE TO YOU	2804854	12/28/1999
TOYSEARCH	2239000	4/13/1999
E-KIDZ	2327905	3/14/2000
WATER COMBAT	2280020	9/21/1999
KAY-BEE TOY OUTLET	2364972	7/4/2000
KAY-BEE TOYS	2800569	12/14/1999
TOY LIQUIDATORS	2869727	7/25/2000
KARAOKE DANCE PARTY MACHINE	2301007	12/14/1999
E TOYS	2191558	9/22/1998
K B TOY EXPRESS	2256262	6/29/1999
K B TOY WORKS	2200538	11/17/1998
K B TOYS	2185412	9/1/1998
KAY TOYS BEE	2035542	2/4/1997
TOYWORKS	2104633	10/14/1997
VICTORIAN TREASURES	2070497	6/10/1997
TOY WORKS	2161162	6/2/1998
K B TOY	1863363	11/15/1994
KAY-BEE AMERICA'S TOY STORE	1651141	7/16/1991
KAY-BEE TOY STORES	1652713	7/30/2001
PLAY THINGS	1627480	2/28/1989
KAY-BEE TOY & HOBBY	1341681	6/11/1985
LITTLE TOY SOLDIER (DESIGN)	1366022	10/15/1985

Trademark or Service Mark	Pending Applications -- United States Patent and Trademark Office	
	Serial No.	Filing Date
CRITTER CORNER	78-219253	2/26/2003
KB TOYS CLEARANCE	76-212547	2/20/2001
EKIDS	76-037234	5/28/2000
EKIDS	76-037229	5/28/2000
EKIDS	76-037050	5/28/2000
HOPS	75-566900	10/8/1998

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Form PTTL1594
(Rev. 10/07)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. Patent and Trademark Office

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KB Holdings, LLC

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

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

3. Nature of conveyance:

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

Execution Date: April 8, 2003

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Street Address: 100 West Street

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- Limited Partnership
- Corporation-State
- Other Limited Liability Company

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(Designation must be a separate document from assignment)
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See Attached Annex A

B. Trademark Registration No. (s)
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OFFICE OF PUBLIC RECORDS
2003 APR -04 10:04
FINANCE SECTION

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9. Signature.

Andrew Nash
Name of Person Signing

Andrew Nash
Signature

APRIL 8, 2003
Date

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Washington, D.C. 20231

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01 FC:0521
02 FC:0522

40.00 CP
125.00 CP

Sent via US Postal Express on April 8, 2003

TRADEMARK
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**TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT**

**Back Bay Capital Funding LLC
ADMINISTRATIVE AGENT**

April 8, 2003

THIS TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT (this "TM Agreement") is made between

Back Bay Capital Funding LLC, a Delaware corporation with offices at 40 Broad Street, Boston, Massachusetts 02109, as Administrative Agent (the "Administrative Agent") for a syndicate of lenders (collectively, the "Lenders")

and

KB Holdings, LLC (hereinafter, the "Assignor"), a limited liability company organized under the laws of the State of Nevada with a mailing address at 2835 South Jones Boulevard, Suite 8, Las Vegas, Nevada 89146, as successor by merger with KB Holdings, Inc., a Nevada corporation.

in consideration of the mutual covenants contained herein and benefits to be derived herefrom,

WITNESSETH:

1. **BACKGROUND:** Reference is made to the Term Loan Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), among (i) Mall of America Kay-Bee Toy, Inc., as Lead Borrower, (ii) the other Loan Parties named therein (including, without limitation, the Assignor), (iii) the Lenders from time to time party thereto, and (iv) the Administrative Agent. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Term Loan Agreement.

2. **GRANT OF SECURITY INTEREST:** To secure the Obligations, Assignor hereby creates and grants a security interest in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, with

power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default) in and to the following and all proceeds thereof (collectively, the "TM Collateral"):

(a) All of Assignor's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on EXHIBIT A annexed hereto and made a part hereof, together with any goodwill of the business connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

(b) All renewals of any of the foregoing.

(c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(d) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(e) All of Assignor's rights corresponding to any of the foregoing throughout the world.

3. **ASSIGNMENT OF MARKS:** Assignor has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit B annexed hereto (the "Assignment of Marks"). Assignor hereby authorizes the Administrative Agent to complete as assignee and record with the United States Patent and Trademark Office the Assignment of Marks upon the acceleration of the Obligations and the exercise of the Administrative Agent's remedies under this TM Agreement.

4. **CONDITIONAL ASSIGNMENT:** In addition to, and not by way of limitation of, the grant of a security interest over the TM Collateral provided in Section 2 hereof. Assignor grants, assigns, transfers, conveys and acts over to the Administrative Agent, for the ratable benefit of the Secured Parties, Assignor's entire right, title and interest in and to the TM Collateral; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default, and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by

the Administrative Agent) upon an Event of Default for which acceleration of the Obligations is automatic under the Term Loan Agreement or upon the sale or other disposition of or foreclosure upon the TM Collateral pursuant to this TM Agreement and applicable law (including the transfer or other disposition of the TM Collateral by Assignor to the Administrative Agent or its nominee in lieu of foreclosure).

5. **PROTECTION OF MARKS BY ASSIGNOR:** Assignor shall undertake the following with respect to each item respectively described in Sections 2(a) and 2(b) hereof (collectively, the "Marks"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

(b) At Assignor's sole cost, expense, and risk, pursue the prompt, diligent, processing of each application for registration of the Marks which is the subject of the security interest created herein and in the reasonable business judgment of Assignor should be registered, and not abandon or delay any such efforts.

(c) At Assignor's sole cost, expense, and risk, take any and all action which Assignor deems desirable to protect the Marks, including, without limitation, but subject to Assignor's sole discretion, the prosecution and defense of infringement actions.

6. **ASSIGNOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS:** Assignor represents, warrants and covenants that:

(a) **EXHIBIT A** includes all of the registered trademarks, federal trademark applications, registered service marks and Federal service mark applications now owned by Assignor.

(b) All TM Collateral is and shall remain, free and clear of all Liens to any Person other than to the Administrative Agent and other than those Liens set forth in §7.2 of the Term Loan Agreement.

(c) Assignor shall give the Administrative Agent written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

(i) Assignor's obtaining rights to, and filing applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than Assignor's right to sell

products bearing the trademarks of others in the ordinary course of Assignor's business).

(ii) Assignor's becoming entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Assignor's right to sell products bearing the trademarks of others in the ordinary course of Assignor's business).

(iii) Assignor's entering into any new trademark license agreement or service mark license agreement.

7. AGREEMENT APPLIES TO FUTURE MARKS:

(a) The provisions of this TM Agreement shall automatically apply to any such additional property or rights described in Section 6(c) hereof, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Agreement, except trademark licenses.

(b) Assignor hereby authorizes the Administrative Agent to take all such action to protect the Administrative Agent's interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the Administrative Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

8. ASSIGNOR'S RIGHTS TO ENFORCE MARKS: Prior to the Administrative Agent's giving of notice to Assignor following the occurrence of an Event of Default, Assignor shall have the exclusive right to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Assignor to protect the Marks against encroachment by third parties, *provided, however*:

(a) Assignor first provides the Administrative Agent with written notice of Assignor's intention to so sue for enforcement of any Mark.

(b) Any money damages awarded or received by Assignor on account of such suit (or the throat of such suit) shall constitute TM Collateral.

(c) Following the occurrence and during the continuance of any Event of Default, the Administrative Agent, by notice to Assignor may terminate or limit Assignor's rights under this Section 8.

9. ADMINISTRATIVE AGENT'S ACTIONS TO PROTECT MARKS: In the event of:

(a) Assignor's failure, within five (5) days of written notice from the Administrative Agent, to cure any failure by Assignor to perform any of Assignor's obligations set forth in Section 5 hereof; and/or

(b) the occurrence and continuance of any Event of Default, the Administrative Agent, acting in its own name or in that of Assignor, may (but shall not be required to) act in Assignor's place and stead and/or in the Administrative Agent's own right in connection therewith.

10. RIGHTS UPON DEFAULT: Upon the occurrence and during the continuance of any Event of Default, the Administrative Agent may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Marks, in addition to which the Administrative Agent may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Administrative Agent that an Event of Default has occurred and is continuing and that the Administrative Agent is authorized to exercise such rights and remedies.

11. ADMINISTRATIVE AGENT AS ATTORNEY IN FACT:

(a) Assignor hereby irrevocably constitutes and designates the Administrative Agent as and for Assignor's attorney in fact, effective following the occurrence and during the continuance of any Event of Default:

(i) To exercise any of the rights and powers referenced in Sections 5 and 7(b) hereof.

(ii) To execute all such instruments, documents, and papers as the Administrative Agent reasonably determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this TM Agreement is terminated by a duly authorized officer of the Administrative Agent.

(c) The Administrative Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 11(a) hereof,

but if the Administrative Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Assignor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Administrative Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

12. ADMINISTRATIVE AGENT'S RIGHTS:

(a) Any use by the Administrative Agent of the Marks, as authorized hereunder in connection with the exercise of the Administrative Agent's rights and remedies under this TM Agreement and under the Term Loan Agreement shall be coextensive with Assignor's rights hereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this TM Agreement, the Term Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Administrative Agent any rights in and to the Marks, which rights are only effective following the occurrence and continuance of any Event of Default.

13. INTENT: It is intended that this TM Agreement supplement the Security Agreement. All provisions of the Security Agreement shall apply to the Marks. The Administrative Agent shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this TM Agreement and the Security Agreement, the terms of this TM Agreement shall control with respect to the TM Collateral and the Security Agreement with respect to all other Collateral.

14. NOTICES: All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 12.6 of the Term Loan Agreement.

15. SECURITY INTEREST ABSOLUTE: All rights of the Administrative Agent hereunder, the security interest in and to the TM Collateral and all obligations of the Assignor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Term Loan Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or

waiver of or any consent to any departure from the Term Loan Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Assignor in respect of the Obligations or this TM Agreement (other than the payment in full of the Obligations as contemplated by the Term Loan Agreement).

16. SURVIVAL OF AGREEMENT: All covenants, agreements, representations and warranties made by the Assignor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this TM Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Term Loan, and the execution and delivery to the Lenders of any notes evidencing the Term Loan, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this TM Agreement shall terminate.

17. BINDING EFFECT; SEVERAL AGREEMENT: This TM Agreement shall become effective as to the Assignor when a counterpart hereof executed on behalf of the Assignor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon the Assignor and the Administrative Agent and their respective successors and assigns, and shall inure to the benefit of the Assignor, the Administrative Agent and the other Secured Parties and their respective successors and assigns, except that the Assignor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the TM Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this TM Agreement or the Term Loan Agreement.

18. SUCCESSORS AND ASSIGNS: Whenever in this TM Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Assignor or the Administrative Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

19. ADMINISTRATIVE AGENT'S FEES AND EXPENSES; INDEMNIFICATION: (a) Without limiting any of its obligations under the Term Loan Agreement or other Loan Documents, the Assignor agrees to pay upon demand to the Administrative Agent the amount of any and all

IN WITNESS WHEREOF, Assignor and the Administrative Agent respectively have caused this TM Agreement to be executed by their respective duly authorized officers as of the date first above written.

KB HOLDINGS, LLC
("Assignor")

By: Joel West
Name: Joel West
Title: Manager

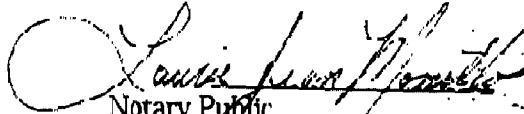
BACK BAY CAPITAL FUNDING LLC
("Administrative Agent")

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS
CITY OF ~~BOSTON~~, COUNTY OF ~~SUFFOLK~~ Berkshire
Pittsfield

Then personally appeared before me Joel Wiest, who
acknowledged that such person is the duly authorized
Manager of KB Holdings, LLC and such person executed the
foregoing instrument on its behalf.

Witness my hand and seal this 9th day of April, 2003.



Notary Public

My Commission Expires: 10/10/08

COMMONWEALTH OF MASSACHUSETTS
CITY OF BOSTON, COUNTY OF ~~SUFFOLK~~

Then personally appeared before me _____, who
acknowledged that such person is a duly authorized
_____ of Back Bay Capital Funding LLC and that such
person executed the foregoing instrument on its behalf.

Witness my hand and seal this ___th day of April, 2003.

Notary Public

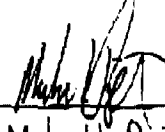
My Commission Expires:

IN WITNESS WHEREOF, Assignor and the Administrative Agent respectively have caused this TM Agreement to be executed by their respective duly authorized officers on of the date first above written.

KB HOLDINGS, LLC
("Assignor")

By: _____
Name:
Title:

BACK BAY CAPITAL FUNDING LLC
("Administrative Agent")

By: 
Name: Michael L. Pierce
Title: Managing Director

COMMONWEALTH OF MASSACHUSETTS
CITY OF BOSTON, COUNTY OF SUFFOLK

Then personally appeared before me _____, who
acknowledged that such person is the duly authorized
_____ of KB Holdings, LLC and such person executed the
foregoing instrument on its behalf.

Witness my hand and seal this ___th day of April, 2003.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS
CITY OF BOSTON, COUNTY OF SUFFOLK

Then personally appeared before me Michael L. Pizette, who
acknowledged that such person is a duly authorized
Managing Director of Back Bay Capital Funding LLC and that such
person executed the foregoing instrument on its behalf.

Witness my hand and seal this 3rd day of April, 2003.

Ann M. Jucalson
Notary Public
My Commission Expires: 10/15/2004

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THE PLACE TO PLAY ONLINE	75-842091	11/5/1999
PLAY AT ETOYS	75-842090	11/5/1999
ETOYS	75-842089	11/5/1999
WHERE GREAT IDEAS COME TO YOU	2435960	8/13/2001
WE GET TOYS	2458457	6/5/2001
SURPRISE OF THE DAY	2368677	7/18/2000
KBKIDS.COM	2366339	7/11/2000
SURE SHIP	75-767168	8/3/1999
EKIDS	2436417	3/20/2001
K B BLITZ DELIVERY	2417079	1/2/2001
GEOGENIUS INTERACTIVE USA	2341203	4/11/2000
EKIDS	75-708414	5/15/1999
(DESIGN ONLY)	2364147	7/4/2000
ETOYS	75-611845	12/24/1998

WE BRING THE TOY STORE TO YOU	2304854	12/28/1999
TOYSEARCH	2229000	4/18/1999
E-KIDZ	2327905	3/14/2000
WATER COMBAT	2280020	9/21/1999
KAY-BEE TOY OUTLET	2364972	7/4/2000
KAY-BEE TOYS	2300569	12/14/1999
TOY LIQUIDATORS	2309727	7/25/2000
KARAOKE DANCE PARTY MACHINE	2301007	12/14/1999
ETOYS	2191558	9/22/1998
K B TOY EXPRESS	2256262	6/29/1999
K B TOY WORKS	2203538	11/17/1998
K B TOYS	2185412	9/1/1998
KAY TOYS BEE	2085542	2/4/1997
TOYWORKS	2104688	10/14/1997
VICTORIAN TREASURES	2070497	6/10/1997
TOY WORKS	2161162	6/2/1998
K B TOY	1863363	11/15/1994
KAY-BEE AMERICA'S TOY STORE	1651141	7/16/1991
KAY-BEE TOY STORES	1652713	7/30/2001
PLAY THINGS	1527480	2/28/1989
KAY-BEE TOY & HOBBY	1341681	6/11/1986
LITTLE TOY SOLDIER (DESIGN)	1366022	10/15/1985

Trademark or Service Mark	Pending Applications -- United States Patent and Trademark Office	
	Serial No.	Filing Date
CRITTER CORNER	78-219253	2/26/2003
KB TOYS CLEARANCE	76-212547	2/20/2001
EKIDS	76-037284	5/28/2000
EKIDS	76-037229	5/28/2000
EKIDE	76-037050	5/28/2000
HOPS	75-566900	10/8/1998

Trademark or Service Mark	Country	Registrations - International Trademarks	
		Registration No/Serial No.	Registration Date
ETOYS	Argentina	1826188	4/23/2001
EKIDS	Australia	809259	3/24/2000
EKIDS	Brazil	821814320	11/23/1999
EOYS	Brazil	821815610	11/24/1999
K*B Toys	Canada	522495	1/28/2000
WE GET TOYS	Canada	567685	9/19/2002
EKIDS	Chile	582671	11/16/200
EKIDS	Chile	582673	11/16/2000
ETOYS	China	1391615	4/28/2000
ETOYS	Germany	39917221	5/11/2000
ETOYS	Hong Kong	B1581/2000	11/13/1998
EKIDS	Israel	131387	3/4/2001
EKIDS	Israel	131388	11/19/2000
ETOYS	Israel	123822	11/4/1999
EKIDS	Japan	4426607	10/20/2000
EKIDS	Japan	4417880	9/14/2000
ETOYS	Japan	4363065	2/18/2000
EKIDS	Mexico	643119	2/24/2000
EKIDS	Mexico	664999	7/26/2000
ETOYS	Mexico	625842	9/29/1999
ETOYS	New Zealand	613827	11/9/2000
ETOYS	New Zealand	301256	11/12/1998
EKIDS	Norway	202570	4/27/2000
EKIDS	Norway	204551	9/7/2000
ETOYS	Norway	198862	8/19/1999
EKIDS	Paraguay	231058	12/15/2000
EKIDS	Paraguay	231059	12/15/2000
EKIDS	Peru	23548	11/7/2000
EKIDS	Peru	28414	10/27/2000
EKIDS	Peru	67881	11/28/2000
EKIDS	Russian Federation	198585	1/11/2001
EKIDS	Russian Federation	198273	12/29/2000
ETOYS	Russian Federation	187798	4/24/2000
EKIDS	Switzerland	472040	5/5/2000
EKIDS (Word)	Switzerland	471977	5/5/2000
ETOYS.COM & DESIGN	Switzerland	501578	7/25/2002

EXHIBIT B

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

WHEREAS, KB Holdings, LLC, a limited liability company organized and existing under the laws of the State of Nevada, having a mailing address at 2835 South Jones Boulevard, Suite 8, Las Vegas, Nevada 89146 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____ a _____ organized and existing under the laws of the State of _____ having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of _____.

KB Holdings, LLC

By: Joel West
Name: Joel West
Title: Manager

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the _____ day of _____.

By: _____
Name:
Title:

COMMONWEALTH OR STATE OF Massachusetts)
COUNTY OF Berkshire) ss.

On this the 3rd day of April, 2003, before me appeared Joel West, the person who signed this instrument, who acknowledged that ~~he~~ is the Manager of KB Holdings, LLC and that being duly authorized (s)he signed such instrument as a free act on behalf of KB Holdings, LLC.

Laura Jean Morrill
Notary Public
My commission expires: 10/10/08



[Seal]

ANNEX A
Trademarks and Trademark Registrations

Assignor's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications.

Trademark or Service Mark	Registrations -- United States Patent and Trademark Office	
	Registration No.	Registration Date
BE-BOPPIN' BOOGLE LIGHTS	2674290	1/14/2003
EK TRAVEL	76-038361	5/2/2000
EKIDS	76-087237	5/28/2000
TINA THE TOY MOM	2497175	10/9/2001
THE TOY MOM	2495094	10/2/2001
EKID	2590410	7/9/2002
HYPERNATION	75-896978	1/14/2000
THE SOFTWARE LOUNGE	2436709	3/20/2001
TODAY'S SPOTLIGHT	2397916	10/24/2000
WEEKEND SPOTLIGHT	2397905	10/24/2000
HYPERZONE	75-844572	11/8/1999
PLAY@ETOYS	75-842092	11/5/1999
THE PLACE TO PLAY ONLINE	75-842091	11/5/1999
PLAY AT ETOYS	75-842090	11/5/1999
ETOYS	75-842089	11/5/1999
WHERE GREAT IDEAS COME TO YOU	2435960	3/13/2001
WE GET TOYS	2458457	6/5/2001
SURPRISE OF THE DAY	2868677	7/18/2000
KBKIDS.COM	2386339	7/11/2000
SURE SHIP	75-767168	8/3/1999
EKIDS	2436417	3/20/2001
K-B BLITZ DELIVERY	2417079	1/2/2001
GEOGENIUS INTERACTIVE USA	2341203	4/11/2000
EKIDS	75 708414	5/15/1999
(DESIGN ONLY)	2864147	7/4/2000
ETOYS	75-611845	12/24/1999

WE BRING THE TOY STORE TO YOU	2304854	12/28/1999
TOYSEARCH	2239000	4/13/1999
E-KIDZ	2327905	3/14/2000
WATER COMBAT	2280020	9/21/1999
KAY-BEE TOY OUTLET	2364972	7/4/2000
KAY-BEE TOYS	2300569	12/14/1999
TOY LIQUIDATORS	2369727	7/25/2000
KARAOKE DANCE PARTY MACHINE	2301007	12/14/1999
ETOYS	2191558	9/22/1998
K B TOY EXPRESS	2256262	6/29/1999
K B TOY WORKS	2203538	11/17/1998
K B TOYS	2185412	9/1/1998
KAY TOYS BEE	2035542	2/4/1997
TOYWORKS	2104633	10/14/1997
VICTORIAN TREASURES	2070497	6/10/1997
TOY WORKS	2161162	6/2/1998
K B TOY	1863363	11/15/1994
KAY-BEE AMERICA'S TOY STORE	1651141	7/16/1991
KAY-BEE TOY STORES	1652713	7/30/2001
PLAY THINGS	1527480	2/28/1989
KAY-BEE TOY & HOBBY	1341681	6/11/1985
LITTLE TOY SOLDIER (DESIGN)	1366022	10/15/1985

Trademark or Service Mark	Pending Applications -- United States Patent and Trademark Office	
	Serial No.	Filing Date
CRITTER CORNER	78-219253	2/26/2003
KB TOYS CLEARANCE	76-212547	2/20/2001
EKIDS	76-037234	5/28/2000
EKIDS	76-037229	5/28/2000
EKIDS	76-037050	5/28/2000
HOPS	75-566900	10/8/1998

Trademark or Service Mark	Country	Registrations - International Trademarks Registration No/Serial No. Registration Date	
ETOYS	Argentina	1826133	4/23/2001
EKIDS	Australia	809259	3/24/2000
EKIDS	Brazil	821814320	11/23/1999
EOYS	Brazil	821815610	11/24/1999
K*B Toys	Canada	522495	1/28/2000
WE GET TOYS	Canada	587885	9/19/2002
EKIDS	Chile	582671	11/16/2000
EKIDS	Chile	582673	11/16/2000
ETOYS	China	1391615	4/28/2000
ETOYS	Germany	39917221	5/11/2000
ETOYS	Hong Kong	B1531/2000	11/13/1998
EKIDS	Israel	131387	3/1/2001
EKIDS	Israel	131388	11/19/2000
ETOYS	Israel	123822	11/4/1999
EKIDS	Japan	4426607	10/20/2000
EKIDS	Japan	4417880	9/14/2000
ETOYS	Japan	4363065	2/18/2000
EKIDS	Mexico	643110	2/24/2000
EKIDS	Mexico	664999	7/26/2000
ETOYS	Mexico	625842	9/29/1999
ETOYS	New Zealand	613827	11/9/2000
ETOYS	New Zealand	301258	11/12/1998
EKIDS	Norway	202570	4/27/2000
EKIDS	Norway	204531	9/7/2000
ETOYS	Norway	198862	8/19/1999
EKIDS	Paraguay	231058	12/15/2000
EKIDS	Paraguay	231059	12/15/2000
EKIDS	Peru	23548	11/7/2000
EKIDS	Peru	23414	10/27/2000
EKIDS	Peru	67831	11/28/2000
EKIDS	Russian Federation	198535	1/11/2001
EKIDS	Russian Federation	198273	12/29/2000
ETOYS	Russian Federation	187798	4/24/2000
EKIDS	Switzerland	472040	5/5/2000
EKIDS (Word)	Switzerland	471977	5/5/2000
ETOYS.COM & DESIGN	Switzerland	501578	7/25/2002

EKIDS	Taiwan	133380	12/1/2000
ETOYS	Taiwan	118636	12/1/1999

Trademark or Service Mark	Country	Pending Applications - International Trademarks	
		Serial No.	Filing Date
EKIDS	Chile	487021	5/19/2000
EKIDS	Colombia	32012	5/4/2000
EKIDS	Colombia	32015	5/4/2000
EKIDS	India	885429	11/4/1999
ETOYS	India	827916	11/17/1998
EKIDS	Poland	7218217	5/10/2000
EKIDS	South Africa	2000/08642	5/5/2000
EKIDS	South Africa	2000/08648	5/5/2000
EKIDS	South Africa	2000/08644	5/5/2000
EKIDS	Venezuela	7300/2000	5/4/2000

Trademark or Service Mark	State	Registrations - State Patent and Trademark Office	
		Registration No.	Registration Date
TOY WORKS	CA	45855	4/19/1996
TOY WORKS	IL	75093	8/16/1994
TOY WORKS (Design)	ME	19960292	5/6/1996
TOY WORKS	MD	1994S3295	8/19/1994
TOY WORKS (Design)	MA	50039	8/29/1994
TOY WORKS	MI	M00908	3/11/1996
TOY WORKS	NJ	SM13993	5/31/1996
TOY WORKS	RI	94104	9/12/1994
TOY WORKS	VA	VA3000000334	8/24/1994
TOY WORKS	WI	WI3000041628	2/15/1995
TOY LIDQUIDATORS	WI	WI3000003988	6/17/1987

**TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT**

**Back Bay Capital Funding LLC
ADMINISTRATIVE AGENT**

April 8, 2003

THIS TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT (this "TM Agreement") is made between

Back Bay Capital Funding LLC, a Delaware corporation with offices at 40 Broad Street, Boston, Massachusetts 02100, as Administrative Agent (the "Administrative Agent") for a syndicate of lenders (collectively, the "Lenders")

and

KB Holdings, LLC (hereinafter, the "Assignor"), a limited liability company organized under the laws of the State of Nevada with a mailing address at 2885 South Jones Boulevard, Suite 8, Las Vegas, Nevada 89146, as successor by merger with KB Holdings, Inc., a Nevada corporation.

in consideration of the mutual covenants contained herein and benefits to be derived herefrom,

WITNESSETH:

1. **BACKGROUND:** Reference is made to the Term Loan Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), among (i) Mall of America Kay-Bee Toy, Inc., as Lead Borrower, (ii) the other Loan Parties named therein (including, without limitation, the Assignor), (iii) the Lenders from time to time party thereto, and (iv) the Administrative Agent. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Term Loan Agreement.

2. **GRANT OF SECURITY INTEREST:** To secure the Obligations, Assignor hereby creates and grants a security interest in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, with

TRADEMARK

REEL: 002716 FRAME: 0727

power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default) in and to the following and all proceeds thereof (collectively, the "TM Collateral"):

(a) All of Assignor's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

(b) All renewals of any of the foregoing.

(c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof

(d) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(e) All of Assignor's rights corresponding to any of the foregoing throughout the world.

3. **ASSIGNMENT OF MARKS:** Assignor has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of **Exhibit B** annexed hereto (the "Assignment of Marks"). Assignor hereby authorizes the Administrative Agent to complete as assignee and record with the United States Patent and Trademark Office the Assignment of Marks upon the acceleration of the Obligations and the exercise of the Administrative Agent's remedies under this TM Agreement.

4. **CONDITIONAL ASSIGNMENT:** In addition to, and not by way of limitation of, the grant of a security interest over the TM Collateral provided in Section 2 hereof, Assignor grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the ratable benefit of the Secured Parties, Assignor's entire right, title and interest in and to the TM Collateral; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default, and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by

the Administrative Agent) upon an Event of Default for which acceleration of the Obligations is automatic under the Term Loan Agreement or upon the sale or other disposition of or foreclosure upon the TM Collateral pursuant to this TM Agreement and applicable law (including the transfer or other disposition of the TM Collateral by Assignor to the Administrative Agent or its nominee in lieu of foreclosure).

5. **PROTECTION OF MARKS BY ASSIGNOR:** Assignor shall undertake the following with respect to each item respectively described in Sections 2(a) and 2(b) hereof (collectively, the "Marks"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

(b) At Assignor's sole cost, expense, and risk, pursue the prompt, diligent, processing of each application for registration of the Marks which is the subject of the security interest created herein and in the reasonable business judgment of Assignor should be registered, and not abandon or delay any such efforts

(c) At Assignor's sole cost, expense, and risk, take any and all action which Assignor deems desirable to protect the Marks, including, without limitation, but subject to Assignor's sole discretion, the prosecution and defense of infringement actions.

6. **ASSIGNOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS:** Assignor represents, warrants and covenants that:

(a) **EXHIBIT A** includes all of the registered trademarks, federal trademark applications, registered service marks and Federal service mark applications now owned by Assignor.

(b) All TM Collateral is and shall remain, free and clear of all Liens to any Person other than to the Administrative Agent and other than those Liens set forth in §7.2 of the Term Loan Agreement.

(c) Assignor shall give the Administrative Agent written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

(i) Assignor's obtaining rights to, and filing applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than Assignor's right to sell

products bearing the trademarks of others in the ordinary course of Assignor's business).

(ii) Assignor's becoming entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Assignor's right to sell products bearing the trademarks of others in the ordinary course of Assignor's business).

(iii) Assignor's entering into any new trademark license agreement or service mark license agreement.

7. AGREEMENT APPLIES TO FUTURE MARKS:

(a) The provisions of this TM Agreement shall automatically apply to any such additional property or rights described in Section 6(c) hereof, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Agreement, except trademark licenses.

(b) Assignor hereby authorizes the Administrative Agent to take all such action to protect the Administrative Agent's interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the Administrative Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

8. **ASSIGNOR'S RIGHTS TO ENFORCE MARKS:** Prior to the Administrative Agent's giving of notice to Assignor following the occurrence of an Event of Default, Assignor shall have the exclusive right to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Assignor to protect the Marks against encroachment by third parties, *provided, however*:

(a) Assignor first provides the Administrative Agent with written notice of Assignor's intention to so sue for enforcement of any Mark.

(b) Any money damages awarded or received by Assignor on account of such suit (or the threat of such suit) shall constitute TM Collateral.

(c) Following the occurrence and during the continuance of any Event of Default, the Administrative Agent, by notice to Assignor may terminate or limit Assignor's rights under this Section 8.

9. **ADMINISTRATIVE AGENT'S ACTIONS TO PROTECT MARKS:** In the event of:

(a) Assignor's failure, within five (5) days of written notice from the Administrative Agent, to cure any failure by Assignor to perform any of Assignor's obligations set forth in Section 5 hereof; and/or

(b) the occurrence and continuance of any Event of Default, the Administrative Agent, acting in its own name or in that of Assignor, may (but shall not be required to) act in Assignor's place and stead and/or in the Administrative Agent's own right in connection therewith.

10. **RIGHTS UPON DEFAULT:** Upon the occurrence and during the continuance of any Event of Default, the Administrative Agent may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Marks, in addition to which the Administrative Agent may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Administrative Agent that an Event of Default has occurred and is continuing and that the Administrative Agent is authorized to exercise such rights and remedies.

11. **ADMINISTRATIVE AGENT AS ATTORNEY IN FACT:**

(a) Assignor hereby irrevocably constitutes and designates the Administrative Agent as and for Assignor's attorney in fact, effective following the occurrence and during the continuance of any Event of Default:

(i) To exercise any of the rights and powers referenced in Sections 5 and 7(b) hereof.

(ii) To execute all such instruments, documents, and papers as the Administrative Agent reasonably determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this TM Agreement is terminated by a duly authorized officer of the Administrative Agent.

(c) The Administrative Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 11(a) hereof,

but if the Administrative Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Assignor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Administrative Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

12. ADMINISTRATIVE AGENT'S RIGHTS:

(a) Any use by the Administrative Agent of the Marks, as authorized hereunder in connection with the exercise of the Administrative Agent's rights and remedies under this TM Agreement and under the Term Loan Agreement shall be coextensive with Assignor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this TM Agreement, the Term Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Administrative Agent any rights in and to the Marks, which rights are only effective following the occurrence and continuance of any Event of Default.

13. INTENT: It is intended that this TM Agreement supplement the Security Agreement. All provisions of the Security Agreement shall apply to the Marks. The Administrative Agent shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this TM Agreement and the Security Agreement, the terms of this TM Agreement shall control with respect to the TM Collateral and the Security Agreement with respect to all other Collateral.

14. NOTICES: All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 12.6 of the Term Loan Agreement.

15. SECURITY INTEREST ABSOLUTE: All rights of the Administrative Agent hereunder, the security interest in and to the TM Collateral and all obligations of the Assignor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Term Loan Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or

waiver of or any consent to any departure from the Term Loan Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Assignor in respect of the Obligations or this TM Agreement (other than the payment in full of the Obligations as contemplated by the Term Loan Agreement).

16. SURVIVAL OF AGREEMENT: All covenants, agreements, representations and warranties made by the Assignor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this TM Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Term Loan, and the execution and delivery to the Lenders of any notes evidencing the Term Loan, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this TM Agreement shall terminate.

17. BINDING EFFECT; SEVERAL AGREEMENT: This TM Agreement shall become effective as to the Assignor when a counterpart hereof executed on behalf of the Assignor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon the Assignor and the Administrative Agent and their respective successors and assigns, and shall inure to the benefit of the Assignor, the Administrative Agent and the other Secured Parties and their respective successors and assigns, except that the Assignor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the TM Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this TM Agreement or the Term Loan Agreement.

18. SUCCESSORS AND ASSIGNS: Whenever in this TM Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Assignor or the Administrative Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

19. ADMINISTRATIVE AGENT'S FEES AND EXPENSES; INDEMNIFICATION: (a) Without limiting any of its obligations under the Term Loan Agreement or other Loan Documents, the Assignor agrees to pay upon demand to the Administrative Agent the amount of any and all

reasonable expenses, including the reasonable and documented fees, disbursements and other charges of its counsel and of any experts or agents, which the Administrative Agent may incur in connection with (i) the administration of this TM Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the TM Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Administrative Agent hereunder or (iv) the failure of the Assignor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, the Assignor agrees to indemnify the Administrative Agent, its affiliates and the Lenders against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related reasonable expenses, including reasonable and documented fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this TM Agreement or any claim, litigation, investigation or proceeding relating hereto or to the TM Collateral, whether or not any of the Administrative Agent, its affiliates and the Lenders is a party thereto; provided that such indemnity shall not, as to any of the Administrative Agent, its affiliates and the Lenders, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of any of the Administrative Agent, its affiliates and the Lenders.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 19 shall remain operative and in full force and effect regardless of the termination of this TM Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of the Term Loan, the invalidity or unenforceability of any term or provision of this TM Agreement or any other Loan Document, or any investigation made by or on behalf of the Administrative Agent or any Lender. All amounts due under this Section 19 shall be payable on written demand therefor.

20. **CHOICE OF LAWS:** It is intended that this TM Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts.

21. **WAIVERS; AMENDMENT:** (a) No failure or delay of the Administrative Agent in exercising any power or right hereunder shall

operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent hereunder and of the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this TM Agreement or any other Loan Document or consent to any departure by the Assignor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Assignor in any case shall entitle the Assignor to any other or further notice or demand in similar or other circumstances.

(b) Neither this TM Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Assignor with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 12.12 of the Term Loan Agreement.

22. WAIVER OF JURY TRIAL: EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH IN THIS SECTION 22.

23. SEVERABILITY: In the event any one or more of the provisions contained in this TM Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall

endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

24. **COUNTERPARTS:** This TM Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 17 hereof), and shall become effective as provided in Section 17 hereof. Delivery of an executed signature page to this TM Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

25. **HEADINGS:** Section headings used herein are for the purpose of reference only, are not part of this TM Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

26. **CONSENT TO SERVICE OF PROCESS:** Each party to this TM Agreement irrevocably consents to service of process in the manner referred to for notices in Section 14 hereof. Nothing in this TM Agreement will affect the right of any party to this TM Agreement to serve process in any other manner permitted by law.

27. **TERMINATION; RELEASE OF TRADEMARK COLLATERAL.** This TM Agreement shall terminate when all the Obligations have been paid in full, at which time the Administrative Agent shall execute and deliver to Assignor, at Assignor's expense, all termination statements that Assignor shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 27 shall be without recourse to or warranty by the Administrative Agent.

28. **INTERCREDITOR AGREEMENT.** Notwithstanding anything to the contrary contained herein, the parties hereto acknowledge that all rights and remedies of the Administrative Agent and the Lenders under this TM Agreement shall be subject to the provisions of the Intercreditor Agreement.

IN WITNESS WHEREOF, Assignor and the Administrative Agent respectively have caused this TM Agreement to be executed by their respective duly authorized officers as of the date first above written.

KB HOLDINGS, I.I.C
("Assignor")

By: Joel West
Name: Joel West
Title: Manager

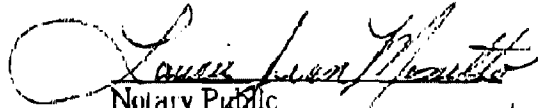
BACK BAY CAPITAL FUNDING LLC
("Administrative Agent")

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS
CITY OF ~~BOSTON~~, COUNTY OF ~~SUFFOLK~~ *Berkshire*
Pittsfield

Then personally appeared before me Joel West, who
acknowledged that such person is the duly authorized
Manager of KB Holdings, LLC and such person executed the
foregoing instrument on its behalf.

Witness my hand and seal this 9th day of April, 2003.


Notary Public
My Commission Expires: 10/10/08

COMMONWEALTH OF MASSACHUSETTS
CITY OF BOSTON, COUNTY OF ~~SUFFOLK~~

Then personally appeared before me _____, who
acknowledged that such person is a duly authorized
_____ of Back Bay Capital Funding LLC and that such
person executed the foregoing instrument on its behalf.

Witness my hand and seal this ___th day of April, 2003

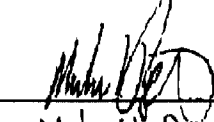
Notary Public
My Commission Expires:

IN WITNESS WHEREOF, Assignor and the Administrative Agent respectively have caused this TM Agreement to be executed by their respective duly authorized officers as of the date first above written.

KB HOLDINGS, LLC
("Assignor")

By: _____
Name:
Title:

BACK BAY CAPITAL FUNDING LLC
("Administrative Agent")

By:  _____
Name: Michael L. Pirose
Title: ~~Managing Director~~

COMMONWEALTH OF MASSACHUSETTS
CITY OF BOSTON, COUNTY OF SUFFOLK

Then personally appeared before me _____ who
acknowledged that such person is the duly authorized
_____ of KB Holdings, LLC and such person executed the
foregoing instrument on its behalf.

Witness my hand and seal this ___th day of April, 2003.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS
CITY OF BOSTON, COUNTY OF SUFFOLK

Then personally appeared before me Michael L. Pizette, who
acknowledged that such person is a duly authorized
Managing Director of Back Bay Capital Funding LLC and that such
person executed the foregoing instrument on its behalf.

Witness my hand and seal this 3rd day of April, 2003.

Gwen M. Jackson
Notary Public
My Commission Expires: 10/15/2004

EXHIBIT A
Trademarks and Trademark Registrations

Assignor's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications.

Trademark or Service Mark	Registrations -- United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
BE-BOPPIN' BOOGIE LIGHTS	2674290	1/14/2003
EK TRAVEL	76-038361	5/2/2000
EKIDS	76-037237	5/28/2000
TINA THE TOY MOM	2497175	10/9/2001
THE TOY MOM	2495094	10/2/2001
EKID	2590410	7/9/2002
HYPERNATION	75-896973	1/14/2000
THE SOFTWARE LOUNGE	2438709	3/20/2001
TODAY'S SPOTLIGHT	2397916	10/24/2000
WEEKEND SPOTLIGHT	2397905	10/24/2000
HYPERZONE	75-844572	11/8/1999
PLAY@ETOYS	75-842092	11/5/1999
THE PLACE TO PLAY ONLINE	75-812091	11/5/1999
PLAY AT ETOYS	75-812090	11/5/1999
ETOYS	75-842089	11/5/1999
WHERE GREAT IDEAS COME TO YOU	2435960	3/13/2001
WE GET TOYS	2458457	6/5/2001
SURPRISE OF THE DAY	2368677	7/18/2000
KBKIDS.COM	2366839	7/11/2000
SURE SHIP	75-767168	8/3/1999
EKIDS	2436417	3/20/2001
K.B BLITZ DELIVERY	2417079	1/2/2001
GEOGENIUS INTERACTIVE USA	2841203	4/11/2000
EKIDS	75-708414	5/15/1999
(DESIGN ONLY)	2364147	7/4/2000
ETOYS	75-811845	12/24/1998

WE BRING THE TOY STORE TO YOU	2304854	12/28/1999
TOYSEARCH	2239000	4/13/1999
E-KIDZ	2327905	3/14/2000
WATER COMBAT	2280020	9/21/1999
KAY-BEE TOY OUTLET	2364972	7/4/2000
KAY-BEE TOYS	2300569	12/14/1999
TOY LIQUIDATORS	2369727	7/25/2000
KARAOKE DANCE PARTY MACHINE	2301007	12/11/1999
ETOYS	2191558	9/22/1998
K B TOY EXPRESS	2256262	6/29/1999
K B TOY WORKS	2203638	11/17/1998
K B TOYS	2185412	9/1/1998
KAY TOYS DEE	2035542	2/4/1997
TOYWORKS	2104633	10/14/1997
VICTORIAN TREASURES	2070497	6/10/1997
TOY WORKS	2161162	6/2/1998
K B TOY	1863363	11/15/1994
KAY-DEE AMERICA'S TOY STORE	1651141	7/16/1991
KAY-BEE TOY STORES	1652713	7/30/2001
PLAY THINGS	1527480	2/28/1989
KAY-BEE TOY & HOBBY	1341681	6/11/1985
LITTLE TOY SOLDIER (DESIGN)	1366022	10/15/1985

Trademark or Service Mark	Pending Applications -- United States Patent and Trademark Office	
	Serial No.	Filing Date
CRITTER CORNER	78-219253	2/28/2003
KB TOYS CLEARANCE	76-212547	2/20/2001
EKIDS	76-037234	5/28/2000
EKIDS	76-037229	5/28/2000
EKIDS	76-037060	5/28/2000
HOPS	75-566900	10/8/1998

Trademark or Service Mark	Country	Registrations - International Trademarks Registration No/Serial No. Registration Date	
ETOYS	Argentina	1826133	4/23/2001
EKIDS	Australia	809259	3/24/2000
EKIDS	Brazil	821814820	11/28/1999
EOYS	Brazil	821815610	11/24/1999
K*B Toys	Canada	522495	1/28/2000
WE GET TOYS	Canada	567685	9/19/2002
EKIDS	Chile	582671	11/16/2000
EKIDS	Chile	582673	11/16/2000
ETOYS	China	1391615	4/28/2000
ETOYS	Germany	39917221	5/11/2000
ETOYS	Hong Kong	B1531/2000	11/13/1998
EKIDS	Israel	131387	3/4/2001
EKIDS	Israel	131388	11/19/2000
ETOYS	Israel	123822	11/4/1999
EKIDS	Japan	4426607	10/20/2000
EKIDS	Japan	4417880	9/14/2000
ETOYS	Japan	4363065	2/18/2000
EKIDS	Mexico	643119	2/24/2000
EKIDS	Mexico	664999	7/26/2000
ETOYS	Mexico	625842	9/29/1999
ETOYS	New Zealand	612827	11/9/2000
ETOYS	New Zealand	301256	11/12/1998
EKIDS	Norway	202570	4/27/2000
EKIDS	Norway	204551	9/7/2000
ETOYS	Norway	108862	8/19/1999
EKIDS	Paraguay	231058	12/15/2000
EKIDS	Paraguay	231059	12/15/2000
EKIDS	Peru	23548	11/7/2000
EKIDS	Peru	20414	10/27/2000
EKIDS	Peru	67891	11/28/2000
EKIDS	Russian Federation	198535	1/11/2001
EKIDS	Russian Federation	198273	12/29/2000
ETOYS	Russian Federation	187798	4/24/2000
EKIDS	Switzerland	472040	5/5/2000
EKIDS (Word)	Switzerland	471977	5/5/2000
ETOYS.COM & DESIGN	Switzerland	501578	7/25/2002

EKIDS	Taiwan	133380	12/1/2000
E TOYS	Taiwan	118636	12/1/1999

Trademark or Service Mark	Country	Pending Applications - International Trademarks	
		Serial No	Filing Date
EKIDS	Chile	487021	5/19/2000
EKIDS	Colombia	32012	5/4/2000
EKIDS	Colombia	32015	5/4/2000
EKIDS	India	885429	11/4/1999
E TOYS	India	827916	11/17/1998
EKIDS	Poland	2218217	5/10/2000
EKIDS	South Africa	2000/08642	5/5/2000
EKIDS	South Africa	2000/08643	5/5/2000
EKIDS	South Africa	2000/08644	5/5/2000
EKIDS	Venezuela	7300/2000	5/4/2000

Trademark or Service Mark	State	Registrations - State Patent and Trademark Office	
		Registration No.	Registration Date
TOY WORKS	CA	45855	4/19/1996
TOY WORKS	IL	75093	8/16/1994
TOY WORKS (Design)	ME	19960292	5/6/1996
TOY WORKS	MD	1994S3295	8/19/1994
TOY WORKS (Design)	MA	50039	8/29/1994
TOY WORKS	MI	M00908	3/11/1996
TOY WORKS	NJ	SM18998	5/31/1996
TOY WORKS	RI	94104	8/12/1994
TOY WORKS	VA	VA3000000334	8/24/1994
TOY WORKS	WI	WI3000041628	2/15/1995
TOY LIDQUIDATORS	WI	WI3000003988	6/17/1987

EXHIBIT B

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

WHEREAS, KB Holdings, LLC, a limited liability company organized and existing under the laws of the State of Nevada, having a mailing address at 2835 South Jones Boulevard, Suite 8, Las Vegas, Nevada 89146 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____ a _____ organized and existing under the laws of the State of _____ having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer,
has executed this assignment, as an instrument under seal, on this ____ day
of _____.

KB Holdings, LLC

By: Joel West
Name: Joel West
Title: Manager

The foregoing assignment of the Marks and the registrations thereof
and registration applications therefor by the Assignor to the Assignee is
hereby accepted as of the ____ day of _____.

By: _____
Name:
Title:

COMMONWEALTH OR STATE OF (Massachusetts)
COUNTY OF Berkshire) ss.
)

On this the 3rd day of April, 2003, before me appeared
Joel West, the person who signed this instrument, who acknowledged
that (s)he is the Manager of KB Holdings, LLC and that being duly
authorized (s)he signed such instrument as a free act on behalf of KB
Holdings, LLC.

Laura Jean Morillo
Notary Public

[Seal]

My commission expires: 10/10/08

Trademark or Service Mark	Country	Registrations - International Trademarks	
		Registration No/Serial No.	Registration Date
ETOYS	Argentina	1826133	4/23/2001
EKIDS	Australia	809259	3/24/2000
EKIDS	Brazil	821814320	11/23/1999
EOYS	Brazil	821815610	11/24/1999
K*B Toys	Canada	522495	1/28/2000
WE GET TOYS	Canada	567685	9/19/2002
EKIDS	Chile	582671	11/16/2000
EKIDS	Chile	582673	11/16/2000
ETOYS	China	1391615	4/28/2000
ETOYS	Germany	30917221	5/11/2000
ETOYS	Hong Kong	B1531/2000	11/13/1998
EKIDS	Israel	131387	3/4/2001
EKIDS	Israel	131388	11/19/2000
ETOYS	Israel	123822	11/4/1999
EKIDS	Japan	4426607	10/20/2000
EKIDS	Japan	4417880	9/14/2000
ETOYS	Japan	4363065	2/18/2000
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EKIDS	Mexico	664999	7/26/2000
ETOYS	Mexico	625842	9/29/1999
ETOYS	New Zealand	610827	11/9/2000
ETOYS	New Zealand	301256	11/12/1998
EKIDS	Norway	202570	4/27/2000
EKIDS	Norway	204551	9/7/2000
ETOYS	Norway	198862	8/19/1999
EKIDS	Paraguay	231058	12/15/2000
EKIDS	Paraguay	231059	12/15/2000
EKIDS	Peru	23548	11/7/2000
EKIDS	Peru	28414	10/27/2000
EKIDS	Peru	67831	11/28/2000
EKIDS	Russian Federation	198535	1/11/2001
EKIDS	Russian Federation	198273	12/29/2000
ETOYS	Russian Federation	187798	4/24/2000
EKIDS	Switzerland	472040	5/5/2000
EKIDS (Word)	Switzerland	471977	5/5/2000
ETOYS.COM & DESIGN	Switzerland	501578	7/25/2002

TRADEMARK

EKIDS	Taiwan	103380	12/1/2000
ETOYS	Taiwan	118636	12/1/1999

Trademark or Service Mark	Country	Pending Applications - International Trademarks	
		Serial No.	Filing Date
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EKIDS	Colombia	32012	5/4/2000
EKIDS	Colombia	32015	5/4/2000
EKIDS	India	885429	11/4/1999
ETOYS	India	827916	11/17/1998
EKIDS	Poland	7218217	5/10/2000
EKIDS	South Africa	2000/08642	5/5/2000
EKIDS	South Africa	2000/08643	5/5/2000
EKIDS	South Africa	2000/08644	5/5/2000
EKIDS	Venezuela	7900/2000	5/4/2000

Trademark or Service Mark	State	Registrations - State Patent and Trademark Office	
		Registration No.	Registration Date
TOY WORKS	CA	45855	4/19/1996
TOY WORKS	IL	76098	8/16/1994
TOY WORKS (Design)	ME	19960292	6/6/1996
TOY WORKS	MD	199483295	8/19/1994
TOY WORKS (Design)	MA	50039	8/29/1994
TOY WORKS	MI	M00908	3/11/1996
TOY WORKS	NJ	SM13993	5/31/1996
TOY WORKS	RI	94104	9/12/1994
TOY WORKS	VA	VA3000000334	8/24/1994
TOY WORKS	WI	WI3000041628	2/15/1995
TOY LIDQUIDATORS	WI	WI3000008988	6/17/1987

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of _____.

KB Holdings, LLC

By: Joel Wiest
Name: Joel Wiest
Title: Manager

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the ____ day of _____.

By: _____
Name:
Title:

COMMONWEALTH OR STATE OF Massachusetts)
COUNTY OF Berkshire) ss.

On this the 3rd day of April, 2003, before me appeared Joel Wiest, the person who signed this instrument, who acknowledged that ~~he~~ is the Manager of KB Holdings, LLC and that being duly authorized (s)he signed such instrument as a free act on behalf of KB Holdings, LLC.

Laurie Jean Venitto
Notary Public

[Seal]

My commission expires: 10/10/08

ANNEX A
Trademarks and Trademark Registrations

Assignor's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications.

Trademark or Service Mark	Registrations -- United States Patent and Trademark Office	
	Registration No.	Registration Date
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EK TRAVEL	76-038361	5/2/2000
EKIDS	76-037237	5/28/2000
TINA THE TOY MOM	2497175	10/9/2001
THE TOY MOM	2495094	10/2/2001
EKID	2590410	7/9/2002
HYPERNATION	75-896973	1/14/2000
THE SOFTWARE LOUNGE	2436709	3/20/2001
TODAY'S SPOTLIGHT	2397916	10/24/2000
WEEKEND SPOTLIGHT	2397905	10/24/2000
HYPERZONE	75-844572	11/8/1999
PLAY@ETOYS	75-842092	11/5/1999
THE PLACE TO PLAY ONLINE	75-842091	11/5/1999
PLAY AT ETOYS	75-842090	11/5/1999
ETOYS	75-842089	11/5/1999
WHERE GREAT IDEAS COME TO YOU	2435960	3/13/2001
WE GET TOYS	2458457	6/5/2001
SURPRISE OF THE DAY	2368677	7/18/2000
KBKIDS.COM	2366339	7/11/2000
SURE SHIP	75-767168	8/3/1999
EKIDS	2436417	3/20/2001
K-B BLITZ DELIVERY	2417079	1/2/2001
GEOGENIUS INTERACTIVE USA	2341203	4/11/2000
EKIDS	75-708414	5/15/1999
(DESIGN ONLY)	2364147	7/4/2000
ETOYS	75-611845	12/24/1998

TRADEMARK

REEL: 002716 FRAME: 0750

SEP 11 2003 14:41:44 BIRMINGHAM MCGUTCHEN LLP 951 8736 TO 917033087124

WE BRING THE TOY STORE TO YOU	2304854	12/28/1999
TOYSEARCH	2239000	4/13/1999
E-KIDZ	2327905	3/14/2000
WATER COMBAT	2280020	9/21/1999
KAY-BEE TOY OUTLET	2364972	7/4/2000
KAY-BEE TOYS	2300569	12/14/1999
TOY LIQUIDATORS	2369727	7/25/2000
KARAOKE DANCE PARTY MACHINE	2301007	12/14/1999
ETOYS	2191558	9/22/1998
K B TOY EXPRESS	2256262	6/29/1999
K B TOY WORKS	2203538	11/17/1998
K B TOYS	2185412	9/1/1998
KAY TOYS BEE	2035542	2/4/1997
TOYWORKS	2104633	10/14/1997
VICTORIAN TREASURES	2070497	6/10/1997
TOY WORKS	2161162	6/2/1998
K B TOY	1863363	11/15/1994
KAY-BEE AMERICA'S TOY STORE	1651141	7/16/1991
KAY-BEE TOY STORES	1652713	7/30/2001
PLAY THINGS	1527480	2/28/1989
KAY-BEE TOY & HOBBY	1341681	6/11/1985
LITTLE TOY SOLDIER (DESIGN)	1366022	10/15/1985

Trademark or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office	
	<u>Serial No.</u>	<u>Filing Date</u>
CRITTER CORNER	78-219253	2/26/2003
KB TOYS CLEARANCE	76-212547	2/20/2001
EKIDS	76-037234	5/28/2000
EKIDS	76-037229	5/28/2000
EKIDS	76-037050	5/28/2000
HOPS	75-566900	10/8/1998

Trademark or Service Mark	Country	Registrations - International Trademarks	
		Registration No/Serial No.	Registration Date
ETOYS	Argentina	1826133	4/23/2001
EKIDS	Australia	809259	3/24/2000
EKIDS	Brazil	821814320	11/23/1999
EOYS	Brazil	821815610	11/24/1999
K*B Toys	Canada	522495	1/28/2000
WE GET TOYS	Canada	567685	9/19/2002
EKIDS	Chile	582671	11/16/2000
EKIDS	Chile	582673	11/16/2000
ETOYS	China	1391615	4/28/2000
ETOYS	Germany	39917221	5/11/2000
ETOYS	Hong Kong	B1531/2000	11/13/1998
EKIDS	Israel	131387	3/4/2001
EKIDS	Israel	131388	11/19/2000
ETOYS	Israel	123822	11/4/1999
EKIDS	Japan	4426607	10/20/2000
EKIDS	Japan	4417880	9/14/2000
ETOYS	Japan	4363065	2/18/2000
EKIDS	Mexico	643119	2/24/2000
EKIDS	Mexico	664999	7/26/2000
ETOYS	Mexico	625842	9/29/1999
ETOYS	New Zealand	613827	11/9/2000
ETOYS	New Zealand	301256	11/12/1998
EKIDS	Norway	202570	4/27/2000
EKIDS	Norway	204551	9/7/2000
ETOYS	Norway	198862	8/19/1999
EKIDS	Paraguay	231058	12/15/2000
EKIDS	Paraguay	231059	12/15/2000
EKIDS	Peru	23548	11/7/2000
EKIDS	Peru	23414	10/27/2000
EKIDS	Peru	67831	11/28/2000
EKIDS	Russian Federation	198535	1/11/2001
EKIDS	Russian Federation	198273	12/29/2000
ETOYS	Russian Federation	187798	4/24/2000
EKIDS	Switzerland	472040	5/5/2000
EKIDS (Word)	Switzerland	471977	5/5/2000
ETOYS.COM & DESIGN	Switzerland	501578	7/25/2002

TRADEMARK

REEL: 002716 FRAME: 0752

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EKIDS	Taiwan	133380	12/1/2000
ETOYS	Taiwan	118636	12/1/1999

Trademark or <u>Service Mark</u>	Country	Pending Applications – International Trademarks	
		<u>Serial No.</u>	<u>Filing Date</u>
EKIDS	Chile	487021	5/19/2000
EKIDS	Colombia	32012	5/4/2000
EKIDS	Colombia	32015	5/4/2000
EKIDS	India	885429	11/4/1999
ETOYS	India	827916	11/17/1998
EKIDS	Poland	Z218217	5/10/2000
EKIDS	South Africa	2000/08642	5/5/2000
EKIDS	South Africa	2000/08643	5/5/2000
EKIDS	South Africa	2000/08644	5/5/2000
EKIDS	Venezuela	7300/2000	5/4/2000

Trademark or <u>Service Mark</u>	State	Registrations – State Patent and Trademark Office	
		<u>Registration No.</u>	<u>RegistrationDate</u>
TOY WORKS	CA	45855	4/19/1996
TOY WORKS	IL	75093	8/16/1994
TOY WORKS (Design)	ME	19960292	5/6/1996
TOY WORKS	MD	1994S3295	8/19/1994
TOY WORKS (Design)	MA	50039	8/29/1994
TOY WORKS	MI	M00908	3/11/1996
TOY WORKS	NJ	SM13993	5/31/1996
TOY WORKS	RI	94104	9/12/1994
TOY WORKS	VA	VA3000000334	8/24/1994
TOY WORKS	WI	WI3000041628	2/15/1995
TOY LIDQUIDATORS	WI	WI3000003988	6/17/1987

TRADEMARK

RECORDED: 04/08/2003

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