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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): 4.21.03 Monogram International, Inc. and Toymax Inc.

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Asset Purchase Agreement

Execution Date: 3/2/00

2. Name and address of receiving party(ies)

Name: Nice Ideas, Inc.

Internal Address: 12395 Belcher Road

Street Address:

City: Largo State: FL Zip: 33773

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Florida, 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) N/A

B. Trademark Registration No.(s) 2332432

Additional number(s) attached Yes No

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

Name: Paula Grafstein-Suarez, Esq.

Internal Address:

Grafstein-Suarez & Associates, PC

Street Address: 149 Main Street

City: Huntington State: NY Zip: 11743

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:

N/A

DO NOT USE THIS SPACE

9. Signature.

Paula Grafstein-Suarez, Esq. Name of Person Signing

Handwritten signature of Paula Grafstein-Suarez, Date 4-14-03

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

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

04/23/2003 TDIAZI 00000157 2332432

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") has been executed on March 2, 2000 (the "Execution Date"), by and among Toymax International, Inc. ("Parent"), a Delaware corporation, Monogram International, Inc. ("Seller"), a Delaware corporation and a wholly owned subsidiary of Parent, Nice Ideas, Inc. ("Buyer"), a Florida corporation, and Charles D. Burkett ("Burkett"), the sole shareholder of Buyer, to record their agreement regarding the sale to Buyer of all of the Assets (as defined below), owned by the Seller and used, held for use, or useful in connection with the design, manufacturing, and sales of the souvenired and coordinated apparel and accessories segment of Seller's business that is more commonly known by Seller as the "Nice Ideas" division of Seller consisting of the product lines set forth on Exhibit D to this Agreement (collectively, the "Business"). Buyer, Seller, Burkett, and Parent agree as follows:

1. SALE AND PURCHASE

1.1 Assets to be Sold and Purchased. Subject to Section 1.2 and the other terms and conditions of this Agreement, Seller sells, assigns, transfers, conveys, and delivers to Buyer free and clear of all Liens and Buyer purchases from Seller, all of the property, assets, and rights used or held for use by Seller exclusively in the Business as set forth on Exhibit A and all the following assets (collectively, the "Assets"):

(a) all of Seller's rights, title, and interest in and to the machinery, equipment, tools, supplies, molds, spare parts, vehicles, and other tangible personal property owned, used, or held for use by Seller exclusively in the Business;

(b) all of Seller's rights, title, and interest in and to all designs, patterns, raw materials, supplies, work-in-progress, and inventories of finished goods owned or used by Seller exclusively in the Business, whether in possession of Seller or any supplier, manufacturer, or contractor of Seller;

(c) all claims, rights, and choses in action of Seller with respect to the Assets or the Business against third parties in respect of unliquidated rights under manufacturers' and vendors' warranties, guarantees, or similar obligations;

(d) all of Seller's rights, title, and interest in, to, and under all patents, patent applications, trade names, trademarks, copyrights, copyright applications, servicemarks, trademark and servicemark registrations and applications, domain names, logos, and other intangible property (including all of Seller's right to use the name "Nice Ideas" and any derivations of that name) used by Seller exclusively in the Business set forth on Schedule 1.1(d);

(e) all of Seller's rights in, to, and under trade secrets, formulae and specifications and technical know-how, whether currently being used or under development, including engineering and other drawings, data, design and specifications, product literature and related materials, in each case that are owned or licensed by Seller for use exclusively in the Business set forth on Schedule 1.1(e);

(f) all of Seller's rights in, to, and under the goodwill of the Business;

(g) all of Seller's rights, title, and interests in, to, and under all prepaid expenses, claims, and other prepayments, including security deposits, prepaid supplies, deferred charges, and other retentions held by third parties exclusively with respect to the Assets or the Business;

(h) all customer lists, credit policies, and credit information owned by Seller with respect to all existing customers exclusively of, and all existing cost and pricing data exclusively for, the Business;

(i) all of Seller's rights, title, and interest in and to all supplier lists, product specifications, bills of materials, production routings, and all other production information owned or used by Seller exclusively in the Business;

(j) all of Seller's rights, title, and interest in and to all existing business plans, advertising and promotional plans, product development plans, product catalogues, forecasts, market research reports, competitor information, and reference catalogs owned or used exclusively by Seller in the Business;

(k) all open purchase orders related to the Business for goods;

(l) all transferable warranties and guarantees belonging to Seller and pertaining exclusively to the Assets; and

(m) the following assets actually belonging to Seller and directly relating exclusively to the Business or the Assets: all books and records (whether kept or maintained by Seller or any third party) including records with respect to costs, inventory, equipment, materials, catalogues, correspondence, mailing lists, art work, films, negatives, photographs, sales materials and records; purchasing materials and records; personnel records with respect to employees of the Business hired by Buyer, provided each such employee consents to such transfer of his or her personnel records; media materials and plates; sales order files; ledgers and other books of account of Seller; other records required to continue the Business as heretofore and now being conducted by Seller; and all software programs, computer printouts, databases and related items used exclusively in the Business.

1.2 Excluded Assets. The Assets shall specifically exclude: (a) all of Seller's rights, title and interest in and to all accounts receivables of Seller; and (b) any rights, title and interest in and to any assets that are not used by Seller exclusively for the Business.

1.3 No Assumed Liabilities. Except for Employee Liabilities as set forth in Section 3.2, Buyer does not assume, and will not otherwise be liable for, any liability, obligation, commitment, or indebtedness (including accounts payable) of Seller or any of its Affiliates, whether direct, indirect, primary, secondary, accrued, unaccrued, absolute, contingent, disputed, undisputed, asserted, unasserted, liquidated, or unliquidated.

1.4 Purchase Price. The purchase price for the Assets and the Business shall be paid by the Buyer and Burlett to Seller as follows:

(a) Upon the execution of this Agreement, Buyer shall deliver to Seller, by wire transfer of immediately available funds to a bank account designated by Seller, an amount equal to Three Hundred Thousand Dollars (\$300,000); and

(b) Upon the execution of this Agreement, Buyer shall deliver to Seller, by wire transfer of immediately available funds to a bank account designated by Seller, an amount equal to Forty Six Thousand Three Hundred One Dollars (\$46,301) which amount represents the prepaid items as set forth on Schedule 1.4(b); and

IN WITNESS WHEREOF, the undersigned have executed this Asset Purchase Agreement as of the date set forth above.

NICE IDEAS, INC.

TOYMAX INTERNATIONAL, INC.

By: *Ana Maria Elmendorf*
Ana Maria Elmendorf, President

By: _____
Steven A. Lebensfeld, President

MONOGRAM INTERNATIONAL, INC.

Charles D. Burkett
Charles D. Burkett, individually and as
Sole shareholder of Nice Ideas, Inc.

By: *Charles D. Burkett*
Charles D. Burkett, President

- Exhibits: A - Assets
 B - Employees
 C - [Reserved]
 D - Products
 E - Allocation of Purchase Price

- Schedules: 1.1(d)
 1.1(e)
 1.4(b)
 1.4(d)


2345-002-MA Asset Purchase Agt 2-28-00 BMU draft (marked)

IN WITNESS WHEREOF, the undersigned have executed this Asset Purchase Agreement as of the date set forth above.

NICE IDEAS, INC.

TOYMAX INTERNATIONAL, INC.

By: _____
Ann Maria Elmendorf, President

By: 
Steven A. Liebschfeld, President

MONOGRAM INTERNATIONAL, INC.

Charles D. Burkett, individually and as
Sole shareholder of Nice Ideas, Inc.

By: _____
Charles D. Burkett, President

- Exhibits:**
- A - Assets
 - B - Employees
 - C - [Reserved]
 - D - Products
 - E - Allocation of Purchase Price

- Schedules:**
- 1.1(a)
 - 1.2(b)
 - 1.4(b)
 - 1.4(d)

2345-003-MA Asset Purchase Agt 2-28-00 EMU draft (marked)