

05-06-2003

5-6-03 TR



102440027

To the Honorable Commissioner of Patents and Trademarks

original documents or copy thereof.
of receiving party(ies):

1. Name of conveying party(ies):

See Schedule I attached hereto

- Individuals Association
- General Partnership Limited Partnership
- Corporate-State
- Other

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: April 23, 2003

Name: Fleet Retail Finance Inc.

Internal Address:

Street Address: 40 Broad Street

City: Boston State MA ZIP 02109

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
(Designation must be a separate document from assignment) Additional name(s) & address(es) attached? yes no

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

A. Trademark Application No(s)

See Schedule A attached hereto

B. Trademark Registration No.(s)

See Schedule A attached hereto

Additional numbers attached? Yes No

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

Name: Judy Radoccia

Internal Address: Edwards & Angell, LLP

05/06/2003 6TON11 00000142 78217728

01 FC:6321 40.00 09

02 FC:6322 1575.00 09

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved 64

7. Total fee (37 CFR 3.41)..... \$1,615.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

(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.

Judy Radoccia

Name of Person Signing

Signature

May 5, 2003

Date

Total number of pages including cover sheet, attachments, and document 25

SCHEDULE I

TRADEMARK RECORDATION COVER SHEET

Section 1

Name of conveying parties:

1. FAO, Inc., successor by merger to The Right Start, Inc.
2. FAO Schwarz, Inc., formerly known as Toy Soldier, Inc.
3. ZB Company, Inc., successor in interest to Zany Brainy, Inc.
4. The Right Start, Inc.
5. Targoff-RS, LLC

Types of organizations and States of organization:

1. FAO, Inc. – a Delaware corporation
2. FAO Schwarz, Inc. – a Delaware corporation
3. ZB Company, Inc. – a Delaware corporation
4. The Right Start, Inc. – a Delaware corporation
5. Targoff-RS, LLC – a New York limited liability company

SCHEDULE A
TRADEMARK LISTING

FAO, INC.

	<u>Owner of Record</u>	<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Regis. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
1	FAO, Inc.	FAO EXPRESS	<u>USA</u>	78217728		02/21/2003	
2	FAO, Inc.	ZANY BRAINY KIDS	<u>USA</u>	78217732		02/21/2003	
3	FAO, Inc.	FAO SCOOPS	<u>USA</u>	78225346		03/13/2003	






THE RIGHT START, INC. (CA)

	<u>Owner of Record</u>	<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Regis. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
4	The Right Start, Inc. (CA)	RIGHT START	<u>USA</u>	75859574		11/29/1999	
5	The Right Start, Inc. (CA)	SILVER RATTLE CLUB	<u>USA</u>	76228026		03/21/2001	
6	The Right Start, Inc. (CA)	THE RIGHT START	<u>USA</u>	74586583	1917940	10/17/1994	09/12/1995
7	The Right Start, Inc. (CA)	THE RIGHT START	<u>USA</u>	74586582	1918619	10/17/1994	09/12/1995
8	The Right Start, Inc. (CA)	THE RIGHT START	<u>USA</u>	75087466	2157378	04/12/1996	05/12/1998
9	The Right Start, Inc. (CA)	THE RIGHT START	<u>USA</u>	75067370	2166244	03/04/1996	06/16/1998
10	The Right Start, Inc. (CA)	THE RIGHT START	<u>USA</u>	75067371	2173433	03/04/1996	07/14/1998

11	The Right Start, Inc. (CA)	SPLASH DIAPER	<u>USA</u>	75413334	2286506	12/31/1997	10/12/1999	
12	The Right Start, Inc. (CA)	BABIES TO KIDS	<u>USA</u>	75535610	2337557	08/12/1998	04/04/2000	
13	The Right Start, Inc. (CA)	THE RIGHT START	<u>USA</u>	75067372	2368955	03/04/1996	07/18/2000	
14	The Right Start, Inc. (CA)	THE RIGHT START (Stylized)	<u>USA</u>	75732314	2521593	06/18/1999	12/25/2001	THE RIGHT START
15	The Right Start, Inc. (CA)	THE RIGHT START BABIES TO KIDS	<u>USA</u>	75535518	2523839	08/12/1998	01/01/2002	
16	The Right Start, Inc. (CA)	R S & Design (Toy Block with Computer Mouse)	<u>USA</u>	76053195	2627252	05/22/2000	10/01/2002	
17	The Right Start, Inc. (CA)	RIGHTSTART.COM	<u>USA</u>	76074609	2691944	06/21/2000	03/04/2003	
18	The Right Start, Inc. (CA)	RIGHTSTART.COM	<u>USA</u>	76026632	2694449	04/14/2000	03/11/2003	

TOY SOLDIER, INC.

	<u>Owner of Record</u>	<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Regis. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
19	Toy Soldier, Inc.	SKIDADDLE	<u>USA</u>	75817740		10/07/1999	
20	Toy Soldier, Inc.	KNUCKLES	<u>USA</u>	75817753		10/07/1999	
21	Toy Soldier, Inc.	FAO SCHWARZ HOTEL	<u>USA</u>	76210102		02/14/2001	
22	Toy Soldier, Inc.	FIX AT ONCE	<u>USA</u>	76211038		02/15/2001	



23	Toy Soldier, Inc.	CHUCK THE TOY BOY	<u>USA</u>	76228095		03/20/2001		
24	Toy Soldier, Inc.	TOY BOY	<u>USA</u>	76230174		03/23/2001		
25	Toy Soldier, Inc.	FAO BABY & Design	<u>USA</u>	76302930		08/22/2001	FAO BABY	
26	Toy Soldier, Inc.	PATRICK THE PUP	<u>USA</u>	74577108	1922215	09/22/1994	09/26/1995	
27	Toy Soldier, Inc.	BOOKMONSTER	<u>USA</u>	75975548	2056369	04/01/1993	04/22/1997	
28	Toy Soldier, Inc.	FAO SCHWEETZ	<u>USA</u>	75567154	2278187	10/09/1998	10/14/1999	
29	Toy Soldier, Inc.	FAO SCHWARZ	<u>USA</u>	75392023	2299292	11/18/1997	12/14/1999	
30	Toy Soldier, Inc.	DESIGN ONLY (ROCKING HORSE)	<u>USA</u>	75392024	2303364	11/18/1997	12/28/1999	
31	Toy Soldier, Inc.	TRUFFLES	<u>USA</u>	74614900	2330455	12/23/1994	03/21/2000	
32	Toy Soldier, Inc.	F•A•O BABY & DESIGN (FOOTPRINT)	<u>USA</u>	76011178	2446326	03/27/2000	04/24/2001	
33	Toy Soldier, Inc.	DESIGN ONLY (ROCKING HORSE)	<u>USA</u>	75980751	2483794	10/29/1998	08/28/2001	
34	Toy Soldier, Inc.	FAO SCHWARZ	<u>USA</u>	75980833	2483802	10/29/1998	08/28/2001	
35	Toy Soldier, Inc.	DESIGN ONLY (SITTING TOY SOLDIER)	<u>USA</u>	76238885	2510448	04/11/2001	11/20/2001	
36	Toy Soldier, Inc.	FAO SCHWARZ FIFTH AVENUE & Sitting Toy Soldier Design	<u>USA</u>	76238883	2538169	04/11/2001	02/12/2002	

37	Toy Soldier, Inc.	FAO BABY	<u>USA</u>	76302932	2561810	08/22/2001	04/16/2002	
38	Toy Soldier, Inc.	FAO UNIVERSITY	<u>USA</u>	76211050	2581598	02/15/2001	06/18/2002	
39	Toy Soldier, Inc.	FAO BABY & DESIGN	<u>USA</u>	76302931	2597839	08/22/2001	07/23/2002	FAO BABY
40	Toy Soldier, Inc.	FAO SCHWARZ THE ULTIMATE TOY CATALOGUE	<u>USA</u>	76211249	2604107	02/14/2001	08/06/2002	
41	Toy Soldier, Inc.	FAO SCHWARZ FUN AT ART	<u>USA</u>	76228084	2604204	03/20/2001	08/06/2002	
42	Toy Soldier, Inc.	FAO GIRL	<u>USA</u>	76210926	2607083	02/15/2001	08/13/2002	
43	Toy Soldier, Inc.	FAO SCHWARZ FIFTH AVENUE	<u>USA</u>	76302929	2662322	08/21/2001	12/17/2002	

ZB COMPANY, INC.

	<u>Owner of Record</u>	<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Regis. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	
44	ZB Company, Inc.	A ZILLION NEAT THINGS FOR KIDS	<u>USA</u>	74231765	1730089	12/19/1991	11/03/1992	
45	ZB Company, Inc.	ZANY BRAINY	<u>USA</u>	74203317	1735825	09/03/1991	11/24/1992	
46	ZB Company, Inc.	ZANY BRAINY & Design USA	<u>USA</u>	74311435	1781919	09/08/1992	07/03/1993	ZANY BRAINY
47	ZB Company, Inc.	NOODLE KIDOODLE	<u>USA</u>	74401224	1971605	06/14/1993	04/30/1996	
48	ZB Company, Inc.	KIDS LEARN BEST WHEN THEY'RE HAVING FUN	<u>USA</u>	75030191	2010223	12/11/1995	10/22/1996	
49	ZB Company, Inc.	PRICE CHOMPER	<u>USA</u>	75207152	2184879	09/17/1996	08/25/1998	

50	ZB Company, Inc.	ZANY ZONE	<u>USA</u>	75323100	2185796	07/11/1997	09/01/1998
51	ZB Company, Inc.	KIDSULTANT	<u>USA</u>	75343031	2223839	08/18/1997	02/16/1999
52	ZB Company, Inc.	MY LITTLE PLAY PALS	<u>USA</u>	75539490	2322479	08/19/1998	02/22/2000
53	ZB Company, Inc.	DOLLS TO LOVE	<u>USA</u>	75539497	2322480	08/19/1998	02/22/2000
54	ZB Company, Inc.	KIDSTRUMENTS	<u>USA</u>	75663414	2324283	03/19/1999	02/29/2000
55	ZB Company, Inc.	WHY TAKE AN EXTRAORDINARY KID TO AN ORDINARY TOY STORE?	<u>USA</u>	75663415	2338200	03/19/1999	04/04/2000
56	ZB Company, Inc.	FREE FUN EVERY DAY	<u>USA</u>	75663417	2346949	03/19/1999	05/02/2000
57	ZB Company, Inc.	ZANY BRAINY	<u>USA</u>	75611215	2394856	12/23/1998	10/17/2000
58	ZB Company, Inc.	ZANYBRAINY.COM & Design	<u>USA</u>	75856022	2412354	11/22/1999	12/12/2000
59	ZB Company, Inc.	OCEANMOTION	<u>USA</u>	75788783	2426455	08/20/1999	02/06/2001
60	ZB Company, Inc.	ZANY PRICE CHOMPER & Design	<u>USA</u>	75611592	2429187	12/23/1998	02/20/2001

61	ZB Company, Inc.	ZANYBRAINY.COM	<u>USA</u>	75611246	2439127	12/23/1998	03/27/2001	
62	ZB Company, Inc.	DREAM DOUGH	<u>USA</u>	75768225	2439498	08/05/1999	03/27/2001	
63	ZB Company, Inc.	HUGS 'N' SNUGS	<u>USA</u>	75539496	2449637	08/19/1998	05/08/2001	
64	ZB Company, Inc.	DREAM DOUGH	<u>USA</u>	75824712	2513286	10/15/1999	11/27/2001	

SHORT FORM TRADEMARK SECURITY AGREEMENT

Ag 1/23
This Short Form Trademark Security Agreement ("this Agreement") is made as of Ag 1/23, 2003 ("Effective Date") by and among FAO, Inc. ("FAO"), a Delaware corporation, successor by merger to The Right Start, Inc., a California corporation; FAO Schwarz, Inc. ("Schwarz"), a Delaware corporation, formerly known as Toy Soldier, Inc., a Delaware corporation; ZB Company, Inc. ("ZB"), a Delaware corporation, successor in interest to Zany Brainy, Inc., a Pennsylvania corporation; The Right Start, Inc. ("Right Start"), a Delaware corporation; and Targoff-RS, LLC ("Targoff"), a New York limited liability company (FAO, Schwarz, ZB, Right Start, and Targoff being referred to collectively herein as the "**Borrowers**" and each, individually, as a "**Borrower**"), and Fleet Retail Finance Inc., in its capacity as administrative and collateral agent (in such capacity, together with its successors and assigns, the "**Agent**"), for the benefit of the various financial institutions who are from time to time Lenders under the Credit Agreement described below (collectively, the Agent and the Lenders are referred to as the "**Secured Parties**"), are parties to that certain Trademark Security Agreement of even date herewith (as the same may be amended, restated, renewed, replaced, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**"); and

WHEREAS, the Borrowers and Secured Parties are also parties to that certain Loan and Security Agreement of even date herewith (as the same may be amended, restated, renewed, replaced, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which the Lenders have agreed to lend and make certain loans and other financial accommodations available to the Borrowers, upon and subject to the terms and conditions thereof; and

WHEREAS, the Borrowers are the owners and users of the trademarks listed on Schedule A hereto (the "**Trademarks**"); and

WHEREAS, among the security interests granted by the Borrowers to the Secured Parties pursuant to the Trademark Security Agreement and Credit Agreement are security interests in the Trademarks hereto, together with the goodwill of the business associated with and symbolized by the Trademarks; and

WHEREAS, the parties to the Trademark Security Agreement and Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Secured Parties shall have all rights of the Borrowers in and to the Trademarks and the goodwill of the business of the Borrowers associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Agent, as foreclosing secured party, to continue such business of the Borrowers or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Borrowers;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Trademark Security

Agreement, as if set forth fully herein, and acknowledge that the Secured Parties have a security interest in the Trademarks, together with the goodwill of the business associated with and symbolized by the Trademarks; as security for the Obligations (as defined in the Credit Agreement), and grant a security interest to the Secured Parties in and to, all of the Borrowers' right, title and interest in and to the Trademarks and the goodwill of the business associated therewith; the Borrowers agree that they will not sell or assign any of the Trademarks without the prior written consent of the Secured Parties; and the Borrowers and the Secured Parties agree that this Agreement can and shall be used by Secured Parties to record a security interest in the Trademarks in the United States Trademark Office or such other offices or locations as deemed appropriate by the Secured Parties to secure such interests.

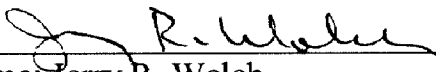
Each Borrower hereby appoints the Agent as the Borrower's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default (as defined in the Credit Agreement), to execute and deliver, in the name and on behalf of the Borrower, and to cause the recording of all such further assignments and other instruments as the Agent may reasonably deem necessary or desirable in order to carry out the intent of the Trademark Security Agreement, the Credit Agreement and this Short Form Trademark Security Agreement. Each Borrower agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Agent (or the Agent's designee in accordance with the terms hereof) and on the statements made therein.

THIS AGREEMENT IS A CONTRACT UNDER THE LAWS OF THE STATE OF NEW YORK, AND SHALL FOR THE PURPOSES HEREOF BE DEEMED TO BE PERFORMED AND MADE IN THE STATE OF NEW YORK, AND SHALL, PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401 FOR ALL PURPOSES BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF SAID STATE OF NEW YORK.

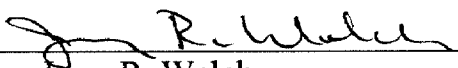
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IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be signed by its duly authorized officer under seal as of the day and year first written above.

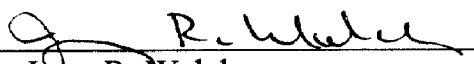
FAO, INC. (successor by merger to The Right Start, Inc., a California corporation)

By: 
Name: Jerry R. Welch
Title: Chief Executive Officer and President

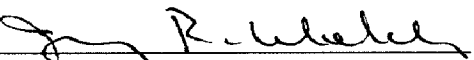
FAO SCHWARZ, INC. (formerly known as Toy Soldier, Inc., a Delaware corporation)

By: 
Name: Jerry R. Welch
Title: Chief Executive Officer and President

ZB COMPANY, INC. (successor in interest to Zainy Brainy, Inc.)

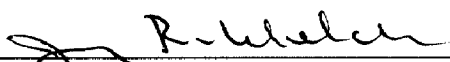
By: 
Name: Jerry R. Welch
Title: Chief Executive Officer and President

THE RIGHT START, INC.

By: 
Name: Jerry R. Welch
Title: Chief Executive Officer and President

TARGOFF-RS, LLC

By: FAO, INC., its sole member

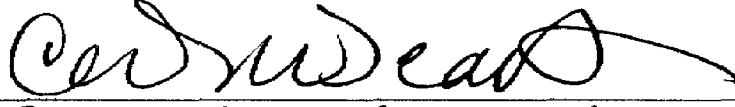
By: 
Name: Jerry R. Welch
Title: Chief Executive Officer and President

Address for Notices to any Borrower:

FAO, Inc.
2520 Renaissance Boulevard
King of Prussia, Pennsylvania 19406
Attn: Raymond Springer, CFO
Fax No. 610-278-7805

Signature Page to Trademark Security Agreement (Short Form)

FLEET RETAIL FINANCE INC., as Agent

By: 
Name: Christine M. Scott
Title: Vice President

Address for Notices to Agent or any Secured Party:

Fleet Retail Finance Inc.
40 Broad Street
Boston, MA 02109
Attn: James Dore, Managing Director
Fax No. 617-434-4312

Commonwealth of PENNSYLVANIA

County of MONTGOMERY

April 23, 2003

On this date the above named Jerry R. Welch appeared in person before me and acknowledged that he/she is the CEO/President of said FAO, Inc. and that he/she executed the foregoing Trademark Security Agreement (Short Form) as his/her free act and deed in such capacity on behalf of said entity.

Jennifer A. Kessler
Notary Public
My commission expires:

Notarial Seal
Jennifer A. Kessler, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires October 14, 2006
Member, Pennsylvania Association Of Notaries

Commonwealth of PENNSYLVANIA

County of MONTGOMERY

April 23, 2003

On this date the above named Jerry R. Welch appeared in person before me and acknowledged that he/she is the CEO/President of said FAO Schwarz, Inc. and that he/she executed the foregoing Trademark Security Agreement (Short Form) as his/her free act and deed in such capacity on behalf of said entity.

Jennifer A. Kessler
Notary Public
My commission expires:

Notarial Seal
Jennifer A. Kessler, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires October 14, 2006
Member, Pennsylvania Association Of Notaries

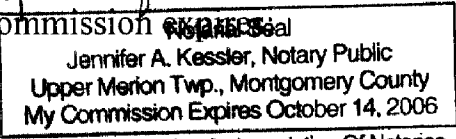
Commonwealth of PENNSYLVANIA

County of MONTGOMERY

April 23, 2003

On this date the above named Jerry R. Welch appeared in person before me and acknowledged that he/she is the CEO/President of said ZB Company, Inc. and that he/she executed the foregoing Trademark Security Agreement (Short Form) as his/her free act and deed in such capacity on behalf of said entity.

Jennifer A. Kessler
Notary Public

My commission expires:

Jennifer A. Kessler, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires October 14, 2006
Member, Pennsylvania Association Of Notaries

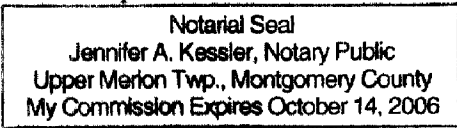
Commonwealth of PENNSYLVANIA

County of MONTGOMERY

April 23, 2003

On this date the above named Jerry R. Welch appeared in person before me and acknowledged that he/she is the CEO/President of said The Right Start, Inc. and that he/she executed the foregoing Trademark Security Agreement (Short Form) as his/her free act and deed in such capacity on behalf of said entity.

Jennifer A. Kessler
Notary Public

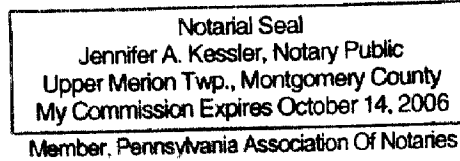
My commission expires:

Notarial Seal
Jennifer A. Kessler, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires October 14, 2006
Member, Pennsylvania Association Of Notaries

April 13, 2003

On this date the above named Jerry R. Welch appeared in person before me and acknowledged that he/she is the CEO/President of said Targoff-RS, LLC and that he/she executed the foregoing Trademark Security Agreement (Short Form) as his/her free act and deed in such capacity on behalf of said entity.

Jennifer A. Kessler
Notary Public

My commission expires:



Commonwealth/
State of Massachusetts

County of Suffolk

April 23, 2003

On this date the above named Christine A. Scott appeared in person before me and acknowledged that he/she is the Vice President of said Fleet Retail Finance Inc. and that he/she executed the foregoing Security Agreement (Trademarks) as his/her free act and deed in such capacity on behalf of said entity.

Wleanna Beosman

Notary Public

My commission expires: 10/15/04

SCHEDULE A
TRADEMARK LISTING

F.A.O., INC.

	<u>Owner of Record</u>	<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Regis. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
1	F.A.O., Inc.	F A O SCHWARZ	<u>CTM</u>	2195774			

F.A.O. SCHWARZ

	<u>Owner of Record</u>	<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Regis. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
2	F.A.O. Schwarz	FAO SCHWARZ	<u>Argentina</u>	2345876			
3	F.A.O. Schwarz	FAO SCHWARZ	<u>Argentina</u>	2345877			
4	F.A.O. Schwarz	F•A•O SCHWARZ	<u>Brazil</u>	822089610		10/11/1999	
5	F.A.O. Schwarz	F•A•O SCHWARZ	<u>Brazil</u>	822089629		10/11/1999	
6	F.A.O. Schwarz	F•A•O SCHWARZ	<u>Brazil</u>	822089637		10/11/1999	
7	F.A.O. Schwarz	FAO SCHWARZ	<u>France</u>	1691624	1691624	08/02/1998	06/24/1999
8	F.A.O. Schwarz	FAO SCHWARZ	<u>Germany</u>	F 37652	1159785	06/23/1989	06/07/1990
9	F.A.O. Schwarz	FAO SCHWARZ	<u>Italy</u>	3079 99 RM		06/18/1999	
10	F.A.O. Schwarz	FAO SCHWARZ	<u>Italy</u>	2220389	557951	06/28/1989	01/13/1992
11	F.A.O. Schwarz	FAO SCHWARZ	<u>Japan</u>	2356040	2356040	04/21/1989	11/29/1991

12	F.A.O. Schwarz	FAO SCHWARZ	<u>Mexico</u>	483517	749271	03/05/2001	05/29/2002
13	F.A.O. Schwarz	FAO SCHWARZ	<u>Mexico</u>	483518	749272	03/05/2001	05/29/2002

F.A.O., INC.

	<u>Owner of Record</u>	<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Regis. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
14	FAO, Inc.	FAO EXPRESS	<u>USA</u>	78217728		02/21/2003	
15	FAO, Inc.	ZANY BRAINY KIDS	<u>USA</u>	78217732		02/21/2003	
16	FAO, Inc.	FAO SCOOPS	<u>USA</u>	78225346		03/13/2003	


THE RIGHT START, INC. (CA)




	<u>Owner of Record</u>	<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Regis. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
17	The Right Start, Inc. (CA)	THE RIGHT START CATALOG	<u>Benelux</u>	77820	558955	08/24/1994	08/24/1994
18	The Right Start, Inc. (CA)	The Right Start	<u>California</u>		50036		07/30/1998
19	The Right Start, Inc. (CA)	THE RIGHT START CATALOG	<u>Canada</u>	735788	434104	08/26/1993	09/30/1994
20	The Right Start, Inc. (CA)	THE RIGHT START	<u>Canada</u>	735789	434105	08/26/1993	09/30/1994

21	The Right Start, Inc. (CA)	THE RIGHT START CATALOG	<u>China</u>		760249	12/10/1993	08/07/1995	
22	The Right Start, Inc. (CA)	THE RIGHT START (Stylized)	<u>CTM</u>	1574300	1574300	03/24/2000	03/20/2002	THE RIGHT START
23	The Right Start, Inc. (CA)	THE RIGHT START CATALOG	<u>Indonesia</u>		329592	12/17/1993	03/17/1995	
24	The Right Start, Inc. (CA)	THE RIGHT START	<u>Japan</u>	20000		05/31/2000		
25	The Right Start, Inc. (CA)	THE RIGHT START CATALOG	<u>Mexico</u>		455097	09/08/1993	03/24/1994	
26	The Right Start, Inc. (CA)	THE RIGHT START / THE RIGHT START (Stylized) (series of 2 marks covered in this app.)	<u>United Kingdom</u>	2221474		02/05/2000		THE RIGHT START
27	The Right Start, Inc. (CA)	RIGHT START	<u>USA</u>	75859574		11/29/1999		
28	The Right Start, Inc. (CA)	SILVER RATTLE CLUB	<u>USA</u>	76228026		03/21/2001		
29	The Right Start, Inc. (CA)	THE RIGHT START	<u>USA</u>	74586583	1917940	10/17/1994	09/12/1995	
30	The Right Start, Inc. (CA)	THE RIGHT START	<u>USA</u>	74586582	1918619	10/17/1994	09/12/1995	
31	The Right Start, Inc. (CA)	THE RIGHT START	<u>USA</u>	75087466	2157378	04/12/1996	05/12/1998	
32	The Right Start, Inc. (CA)	THE RIGHT START	<u>USA</u>	75067370	2166244	03/04/1996	06/16/1998	

33	The Right Start, Inc. (CA)	THE RIGHT START	<u>USA</u>	75067371	2173433	03/04/1996	07/14/1998	
34	The Right Start, Inc. (CA)	SPLASH DIAPER	<u>USA</u>	75413334	2286506	12/31/1997	10/12/1999	
35	The Right Start, Inc. (CA)	BABIES TO KIDS	<u>USA</u>	75535610	2337557	08/12/1998	04/04/2000	
36	The Right Start, Inc. (CA)	THE RIGHT START	<u>USA</u>	75067372	2368955	03/04/1996	07/18/2000	
37	The Right Start, Inc. (CA)	THE RIGHT START (Stylized)	<u>USA</u>	75732314	2521593	06/18/1999	12/25/2001	THE RIGHT START
38	The Right Start, Inc. (CA)	THE RIGHT START BABIES TO KIDS	<u>USA</u>	75535518	2523839	08/12/1998	01/01/2002	
39	The Right Start, Inc. (CA)	R S & Design (Toy Block with Computer Mouse)	<u>USA</u>	76053195	2627252	05/22/2000	10/01/2002	
40	The Right Start, Inc. (CA)	RIGHTSTART.COM	<u>USA</u>	76074609	2691944	06/21/2000	03/04/2003	
41	The Right Start, Inc. (CA)	RIGHTSTART.COM	<u>USA</u>	76026632	2694449	04/14/2000	03/11/2003	

TOY SOLDIER, INC.

	<u>Owner of Record</u>	<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Regis. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	
42	Toy Soldier, Inc.	ROCKING HORSE LOGO (Design Only)	<u>United Kingdom</u>	2168108	2168108	06/01/1998	07/12/2002	
43	Toy Soldier, Inc.	FAO SCHWARZ	<u>United Kingdom</u>	2168113	2168113	06/01/1998	11/16/2001	
44	Toy Soldier, Inc.	SKIDADDLE	<u>USA</u>	75817740		10/07/1999		

45	Toy Soldier, Inc.	KNUCKLES	<u>USA</u>	75817753		10/07/1999		
46	Toy Soldier, Inc.	FAO SCHWARZ HOTEL	<u>USA</u>	76210102		02/14/2001		
47	Toy Soldier, Inc.	FIX AT ONCE	<u>USA</u>	76211038		02/15/2001		
48	Toy Soldier, Inc.	CHUCK THE TOY BOY	<u>USA</u>	76228095		03/20/2001		
49	Toy Soldier, Inc.	TOY BOY	<u>USA</u>	76230174		03/23/2001		
50	Toy Soldier, Inc.	FAO BABY & Design	<u>USA</u>	76302930		08/22/2001	FAO BABY	
51	Toy Soldier, Inc.	PATRICK THE PUP	<u>USA</u>	74577108	1922215	09/22/1994	09/26/1995	
52	Toy Soldier, Inc.	BOOKMONSTER	<u>USA</u>	75975548	2056369	04/01/1993	04/22/1997	
53	Toy Soldier, Inc.	FAO SCHWEETZ	<u>USA</u>	75567154	2278187	10/09/1998	10/14/1999	
54	Toy Soldier, Inc.	FAO SCHWARZ	<u>USA</u>	75392023	2299292	11/18/1997	12/14/1999	
55	Toy Soldier, Inc.	DESIGN ONLY (ROCKING HORSE)	<u>USA</u>	75392024	2303364	11/18/1997	12/28/1999	
56	Toy Soldier, Inc.	TRUFFLES	<u>USA</u>	74614900	2330455	12/23/1994	03/21/2000	
57	Toy Soldier, Inc.	F•A•O BABY & DESIGN (FOOTPRINT)	<u>USA</u>	76011178	2446326	03/27/2000	04/24/2001	
58	Toy Soldier, Inc.	DESIGN ONLY (ROCKING HORSE)	<u>USA</u>	75980751	2483794	10/29/1998	08/28/2001	


59	Toy Soldier, Inc.	FAO SCHWARZ	<u>USA</u>	75980833	2483802	10/29/1998	08/28/2001	
60	Toy Soldier, Inc.	DESIGN ONLY (SITTING TOY SOLDIER)	<u>USA</u>	76238885	2510448	04/11/2001	11/20/2001	
61	Toy Soldier, Inc.	FAO SCHWARZ FIFTH AVENUE & Sitting Toy Soldier Design	<u>USA</u>	76238883	2538169	04/11/2001	02/12/2002	
62	Toy Soldier, Inc.	FAO BABY	<u>USA</u>	76302932	2561810	08/22/2001	04/16/2002	
63	Toy Soldier, Inc.	FAO UNIVERSITY	<u>USA</u>	76211050	2581598	02/15/2001	06/18/2002	
64	Toy Soldier, Inc.	FAO BABY & DESIGN	<u>USA</u>	76302931	2597839	08/22/2001	07/23/2002	FAO BABY
65	Toy Soldier, Inc.	FAO SCHWARZ THE ULTIMATE TOY CATALOGUE	<u>USA</u>	76211249	2604107	02/14/2001	08/06/2002	
66	Toy Soldier, Inc.	FAO SCHWARZ FUN AT ART	<u>USA</u>	76228084	2604204	03/20/2001	08/06/2002	
67	Toy Soldier, Inc.	FAO GIRL	<u>USA</u>	76210926	2607083	02/15/2001	08/13/2002	
68	Toy Soldier, Inc.	FAO SCHWARZ FIFTH AVENUE	<u>USA</u>	76302929	2662322	08/21/2001	12/17/2002	

ZANY BRAINY, INC.

	<u>Owner of Record</u>	<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Regis. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
69	Zany Brainy, Inc.	ZANY BRAINY	<u>Canada</u>	864671		12/18/1997	
70	Zany Brainy, Inc.	ZANY BRAINY	<u>Japan</u>	7491/1998	4280996	01/30/1998	06/11/1999

ZB COMPANY, INC.

	<u>Owner of Record</u>	<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Regis. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
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71	ZB Company, Inc.	ZANY BRAINY	<u>Australia</u>		751819		12/24/1997	
72	ZB Company, Inc.	ZANY BRAINY	<u>CTM</u>	707794	707794	12/15/1997	08/03/1999	
73	ZB Company, Inc.	ZANY BRAINY	<u>Mexico</u>	319242	695449	01/12/1998	04/25/2001	
74	ZB Company, Inc.	A ZILLION NEAT THINGS FOR KIDS	<u>USA</u>	74231765	1730089	12/19/1991	11/03/1992	
75	ZB Company, Inc.	ZANY BRAINY	<u>USA</u>	74203317	1735825	09/03/1991	11/24/1992	
76	ZB Company, Inc.	ZANY BRAINY & Design USA	<u>USA</u>	74311435	1781919	09/08/1992	07/03/1993	
77	ZB Company, Inc.	NOODLE KIDOODLE	<u>USA</u>	74401224	1971605	06/14/1993	04/30/1996	
78	ZB Company, Inc.	KIDS LEARN BEST WHEN THEY'RE HAVING FUN	<u>USA</u>	75030191	2010223	12/11/1995	10/22/1996	
79	ZB Company, Inc.	PRICE CHOMPER	<u>USA</u>	75207152	2184879	09/17/1996	08/25/1998	
80	ZB Company, Inc.	ZANY ZONE	<u>USA</u>	75323100	2185796	07/11/1997	09/01/1998	
81	ZB Company, Inc.	KIDSULTANT	<u>USA</u>	75343031	2223839	08/18/1997	02/16/1999	
82	ZB Company, Inc.	MY LITTLE PLAY PALS	<u>USA</u>	75539490	2322479	08/19/1998	02/22/2000	
83	ZB Company, Inc.	DOLLS TO LOVE	<u>USA</u>	75539497	2322480	08/19/1998	02/22/2000	

84	ZB Company, Inc.	KIDSTRUMENTS	<u>USA</u>	75663414	2324283	03/19/1999	02/29/2000	
85	ZB Company, Inc.	WHY TAKE AN EXTRAORDINARY KID TO AN ORDINARY TOY STORE?	<u>USA</u>	75663415	2338200	03/19/1999	04/04/2000	
86	ZB Company, Inc.	FREE FUN EVERY DAY	<u>USA</u>	75663417	2346949	03/19/1999	05/02/2000	
87	ZB Company, Inc.	ZANY BRAINY	<u>USA</u>	75611215	2394856	12/23/1998	10/17/2000	
88	ZB Company, Inc.	ZANYBRAINY.COM & Design	<u>USA</u>	75856022	2412354	11/22/1999	12/12/2000	
89	ZB Company, Inc.	OCEANMOTION	<u>USA</u>	75788783	2426455	08/20/1999	02/06/2001	
90	ZB Company, Inc.	ZANY PRICE CHOMPER & Design	<u>USA</u>	75611592	2429187	12/23/1998	02/20/2001	
91	ZB Company, Inc.	ZANYBRAINY.COM	<u>USA</u>	75611246	2439127	12/23/1998	03/27/2001	
92	ZB Company, Inc.	DREAM DOUGH	<u>USA</u>	75768225	2439498	08/05/1999	03/27/2001	
93	ZB Company, Inc.	HUGS 'N' SNUGS	<u>USA</u>	75539496	2449637	08/19/1998	05/08/2001	
94	ZB Company, Inc.	DREAM DOUGH	<u>USA</u>	75824712	2513286	10/15/1999	11/27/2001	

Judy Radoccia
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E-Mail: jradoccia@ealaw.com

May 5, 2003

VIA FEDERAL EXPRESS

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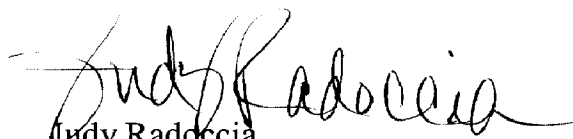
Re: Security Interest in Trademark Registrations/Applications

Dear Sir or Madam:

Enclosed for recordation are (i) the Trademark Security Agreement from FAO, Inc., FAO Schwarz, Inc., ZB Company, Inc., The Right Start, Inc. and Targoff-RS, LLC to Fleet Retail Finance Inc., (ii) the Trademark Recordation Form Cover Sheet, and (iv) a check made payable to the Commissioner of Patents and Trademarks in the amount of \$1,615.00, which I understand to be the correct filing fee.

Please date-stamp the enclosed photocopy of this letter and application and return them to me in the self-addressed FedEx envelope provided for your convenience. Feel free to call me at (617) 951-2266, if you have any questions or require further information.
Thank you for your assistance with this matter.

Sincerely,


Judy Radoccia
Legal Assistant

Enclosures

cc: Susan E. Siebert, Esq.

SCHEDULE I

TRADEMARK RECORDATION COVER SHEET

Section 1

Name of conveying parties:

1. FAO, Inc., successor by merger to The Right Start, Inc.
2. FAO Schwarz, Inc., formerly known as Toy Soldier, Inc.
3. ZB Company, Inc., successor in interest to Zany Brainy, Inc.
4. The Right Start, Inc.
5. Targoff-RS, LLC

Types of organizations and States of organization:

1. FAO, Inc. – a Delaware corporation
2. FAO Schwarz, Inc. – a Delaware corporation
3. ZB Company, Inc. – a Delaware corporation
4. The Right Start, Inc. – a Delaware corporation
5. Targoff-RS, LLC – a New York limited liability company