TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Applause Inc.	Wallace Berrie & Co., Inc.; Dakin, Inc.	03/04/2001	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Applause, LLC
Street Address:	6041 Variel Ave.
City:	Woodland Hills
State/Country:	CALIFORNIA
Postal Code:	91367
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1249114	BABY THINGS BY DAKIN
Registration Number:	1531015	DAKIN
Registration Number:	1533375	DAKIN
Registration Number:	996868	DREAM PETS
Registration Number:	1296550	ELEGANTE BY DAKIN
Registration Number:	628188	GINNY
Registration Number:	1002900	NATURE PUPPETS
Registration Number:	1223558	APPLAUSE
Registration Number:	1251348	APPLAUSE
Registration Number:	1339288	AVANTI
Registration Number:	1190130	
Registration Number:	1230618	EVERYONE LOVES TO GET APPLAUSE

CH $315.00 1249114

CORRESPONDENCE DATA

Fax Number: (818)595-2702

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:	818-595-2727
Email:	hal.kyle@applause.com
Correspondent Name:	Harold K. Kyle
Address Line 1:	6041 Variel Ave.
Address Line 4:	Woodland Hills, CALIFORNIA 91367

ATTORNEY DOCKET NUMBER:	APPLAUSE INC. TO LLC TM A
NAME OF SUBMITTER:	Harold K. Kyle

Total Attachments: 5
source=Bill of Sale Page 1#page1.tif
source=Bill of Sale Page 2#page1.tif
source=Bill of Sale Page 3#page1.tif
source=Bill of Sale Page 4#page1.tif
source=Bill of Sale Page 5#page1.tif

BILL OF SALE AGREEMENT

For value received, Fleet Capital Corporation, as agent for itself, LaSalle Bank, N.A., and The Prudential Insurance Company of America (jointly the "Lenders"), as secured party and pursuant to a UCC private sale of foreclosure, does hereby sell, transfer, and convey to Applause, L.L.C. a Delaware limited liability company ("Buyer"), pursuant to the California Commercial Code, the following described personal property of Applause, Inc. ("Applause"): all personal property subject to Lender's security interest as set forth in Exhibit A attached hereto, **excluding Applause's cash and deposit accounts (including without limitation, cash on deposit at LaSalle Bank, N.A., cash on deposit at Wells Fargo Bank (including (a) cash subject to the writ of attachment of plaintiff Fine Toy Company Limited in Fine Toy Company Limited v. Applause, Inc., etc., L.A.S.C. Case No. BC 245771, and (b) cash not subject to said writ of attachment), and cash on deposit at any other financial institution)** (collectively, "Property").

The above described Property has been sold by the Lenders in the exercise of their rights as secured parties under a security agreement made by Applause in favor of the Lenders. The Lenders are neither a manufacturer nor distributor of, nor dealer or merchant in, said Property.

Effective Date shall be the date on which the Buyer transfers the purchase price to Lenders.

The Lenders make no warranty of title, enforceability or collectability of said Property and no warranty that said Property is free of liens or claims in favor of others. In addition, the Lenders make no warranty of merchantability, quality or fitness or any other express or implied warranties or representations in respect to said Property, which Property is sold in an "AS IS, WHERE IS" condition, with all faults. There are no warranties which extend beyond the description on the face hereof. By acceptance of delivery of said Property, Buyer affirms that it has not relied on the Lenders' skill or judgment to select or furnish said Property for any particular purpose, and that the Lenders make no warranty that said Property is fit for any particular purpose and that there are no representations or warranties, expressed, implied or statutory, that extend beyond the description of said Property above set forth. Except as set forth below, Buyer further agrees and acknowledges that Lenders have made no representation or warranty and shall have no liability regarding (i) Lenders' ownership or interest in the Property, (ii) the right of the Buyer to acquire rights in, or to utilize, any of the Property, (iii) the right of the Buyer to compel the transfer into the Buyer's name of any of the Property, (iv) whether the Property actually exists, and if so, the quantity of the Property and (v) the value of the Property. The sale herein of the

TRADEMARK
REEL: 002796 FRAME: 0504

inventory Property is a sale for resale. Sales taxes or the like, if any, shall be the responsibility of Buyer.

Lenders represent that there has not been an assignment made or suffered against its rights in or under the loan documents that impair their ability to foreclose their security interest.

Lenders agree to execute and deliver such additional documents as may be reasonably necessary to achieve the substance of this Bill of Sale and the underlying transaction, provided the Lenders incur no expense in doing so.

This is a final and exclusive expression of the agreement of the Lenders and Buyer and no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this agreement.

By acceptance of delivery of said Property, Buyer acknowledges that Buyer has either examined said Property, and the books and records relating thereto as fully as desired, or has been given the opportunity for such examination and has refused to make such examination.

In the event of any litigation regarding this Bill Of Sale Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs.

EACH OF THE PARTIES HERETO WAIVES THE RIGHT OF TRIAL BY JURY WITH RESPECT TO THIS BILL OF SALE AGREEMENT AND ANY CLAIM, IN CONTRACT, OR IN TORT, ARISING FROM OR RELATING THERETO.

TRADEMARK
REEL: 002796 FRAME: 0505

IN WITNESS WHEREOF, FLEET CAPITAL CORPORATION, AS AGENT, and BUYER have executed this instrument this 14 day of MARCH, 2001.

FLEET CAPITAL CORPORATION,
AS AGENT

By: _____

Its: Senior Vice President

BUYER

By: _____

Its: Chairman / CEO

TRADEMARK
REEL: 002796 FRAME: 0506

EXHIBIT A

The property of Applause subject to Lenders' security interest as described in the amended and restated Loan and Security Agreement dated as of September 9, 1997 in Section 5 which is sold by this Bill of Sale is described as any property subject to the Lenders' security interest including but not limited to

(i) Accounts;

(ii) Inventory (including, without limitation, the Disney Inventory);

(iii) Equipment (including, without limitation, motor vehicles);

(iv) General intangibles (including without limitation, all patents, copyrights, trademarks and trade names and license agreements subject to Lenders' security interest);

(v) All investment property (as defined in the Uniform Commercial Code as in effect in California), including but not limited to, securities and security entitlements;

(vi) To the extent applicable, any real property interest that is subject to Lenders' security interest;

(vii) All instruments and documents;

(viii) All accessions to, substitutions for, and all replacements, products and cash and non-cash proceeds of (i) through

TRADEMARK
REEL: 002796 FRAME: 0507

(vii) above; including, without limitation, proceeds of and unearned premiums with respect to insurance policies insuring any of the collateral; and

(ix) All books and records including without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records of Applause pertaining to any of the above.

Excluded from the assets transferred is Applause's cash and deposit accounts (including without limitation the cash or rights set forth in the exclusion in the first paragraph of this Bill of Sale).

Any cash received or deposited in a deposit account of Applause on or after the Effective Date of the sale will be transferred to the Buyer (excluding the cash subject to the attachment referred to in the first paragraph of this Bill of Sale).

All of the property to be transferred pursuant to the Bill of Sale to which this Exhibit A is attached shall collectively be referred to as "Property".