

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings $\Rightarrow \Rightarrow \Rightarrow$

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 Nevada Limited Liability Company

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

2. Name and address of receiving party(ies)
Name: TOY ACQUISITION CORP.
Internal
Address: _____
Street Address: 120 West 45th Street
City: New York State: NY Zip: 10036

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
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 5/10/04

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 76/037,237;
76/037,234; 76/037,229; 76/037,050;

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,590,410;
2,436,417; 2,806,036; 2,327,905;

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Michael K. Cantwell, Esq.
 Internal Address: Willkie Farr & Gallagher LLP
 Street Address: 787 Seventh Avenue
 City: New York State: NY Zip: 10019-6099

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41).....\$ 590.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-2405

DO NOT USE THIS SPACE

9. Signature.
Michael K. Cantwell  May 12, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 10

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

CH \$690.00 232406 76037237

Continuation of Item 4A

75/842,092

75/842,090

75/842,089

75/842,091

Continuation of Item 4B

2,191,558

2,364,147

2,368,677

2,436,709

2,495,094

2,497,175

2,397,916

2,239,000

2,304,854

2,397,905

2,458,457

EXECUTION COPY

TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into as of May 10, 2004 (the "Effective Date") by and between KB HOLDINGS LLC, a Nevada limited liability company ("Holdings") ("Assignor") and TOY ACQUISITION CORP., a Delaware corporation, a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of March 31, 2004 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee the trademarks, service marks and trademark and service mark applications and registrations set forth on Schedule A appended hereto (the "Trademarks");

WHEREAS, Assignor and Assignee now desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery to Assignee of this instrument evidencing the assignment, sale and transfer to Assignee of the Trademarks.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement, and for good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all of its rights, title and interests in and to the Trademarks, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, that portion of the business to which the Trademarks pertain and the right to renew any trademark registration which shall issue from the application included in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past or future infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof, and to the Bankruptcy Code, to the extent applicable.

3. In the event that any provision of this Trademark Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

4. This Trademark Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks, in accordance with this Trademark Assignment.

6. Assignor hereby agrees to execute such other documents and take such other actions as may be requested by Assignee to evidence more fully the transfer of ownership of the Trademarks to Assignee.

7. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment to be executed by their proper officers thereunto duly authorized, as of the date first written above.

ASSIGNOR:

KB HOLDINGS, LLC

By: Joel R. Wiest
Name: Joel R. Wiest
Title: MANAGER

ASSIGNEE:

TOY ACQUISITION CORP.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment to be executed by their proper officers thereunto duly authorized, as of the date first written above.

ASSIGNOR:

KB HOLDINGS LLC

By: _____
Name:
Title:

ASSIGNEE:

TOY ACQUISITION CORP.

By: Max Holman
Name:
Title:

Schedule A

Trademarks and Service Marks and Applications and Registrations Therefor

| Mark | Registration No. (Application No.) | Registration Date (Application Date) | Goods and Services |
|-------|--|---|--|
| EKIDS | (76/037,237) allowed | (4/28/00) | "providing electronic mail and messaging services via a global computer network; providing multiple-user access to a global computer network" |
| EKIDS | (76/037,234) publication for opposition pending | (4/28/00) | "providing information about music, audio, video, television, motion pictures, games and sports via a global computer network; publication of electronic books and journals on-line" |
| EKIDS | (76/037,229) publication for opposition pending | (4/28/00) | "dissemination of advertising for goods and services of others via an on-line electronic communications network; online retail store services featuring a wide variety of goods and services of others via a global computer network; auctioneering services; promoting the sale of goods and services of others through postings via the global computer network; computerized on-line ordering featuring general merchandise and general consumer goods" |
| EKIDS | (76/037,050) publication for opposition pending | (4/28/00) | "providing a wide variety of general interest information and on-line links via a global computer network, including entertainment, finance, shopping, auctions, news, technology, sports, games, reference, education, the arts, travel, weather, real estate, food and health; computer services, namely, providing search engines for |

| Mark | Registration No. (Application No.) | Registration Date (Application Date) | Goods and Services |
|--------------------------|---------------------------------------|---|---|
| | | | locating information, resources, the websites of others on a global computer network; providing a wide range of general interest information via a global computer network; and providing electronic greeting cards via a global computer network" |
| EKID | 2,590,410 | 7/9/02 | "entertainment services for children, namely, providing information for children on the topic of sports and recreation via a global computer network" and "providing information for children on the topic of safety via a global computer network" |
| PLAY@ETOYS | (75/842,092) allowed | 11/5/99 | "entertainment services, namely, providing interactive and arcade games via a global computer network" |
| PLAY AT ETOYS | (75/842,090) allowed | 11/5/99 | "entertainment services, namely, providing interactive and arcade games via a global computer network" |
| ETOYS | (75/842,089) allowed | 11/5/99 | "entertainment services, namely, providing interactive and arcade games via a global computer network" |
| EKIDS | 2,436,417 | 3/20/01 | "clothing, namely, t-shirts" |
| ETOYS | 2,806,036 | 1/20/04 | "importation and distributorship services in the area of toys" |
| E-KIDZ | 2,327,905 | 3/14/00 | "children's clothing, namely, tops" |
| ETOYS | 2,191,558 | 9/22/98 | "online retail services for toys and games" |
| ETOYS.COM (stylized)- | 501578 | expires 4/3/2012 | "services in the field of online for |

| Mark | Registration No. (Application No.) | Registration Date (Application Date) | Goods and Services |
|---|---------------------------------------|---|--|
| Switzerland Trademark | | | games, toys and playthings" |
| MISCELLANEO US DESIGN (MAGNIFYING GLASS) | 2,364,147 | 7/04/00 | "computerized on-line retail services in the field of toys, games and playthings" |
| SURPRISE OF THE DAY | 2,368,677 | 7/18/00 | "on-line retail store services featuring toys, video games, software, videos and collectibles" |
| THE PLACE TO PLAY ONLINE | (75/842,091) | (11/5/99) | "entertainment services, namcly, providing interactive and arcade games via a global computer network" |
| THE SOFTWARE LOUNGE | 2,436,709 | 3/20/01 | "proving on-line electronic bulletin boards for transmission of messages among computer users concerning software" |
| THE TOY MOM | 2,495,094 | 10/9/01 | "on-line retail store services featuring toys, video games, software, videos and collectibles" |
| TINA THE TOY MOM | 2,497,175 | 10/9/01 | "on-line retail store services featuring toys, video games, software, videos and collectibles" |
| TODAY'S SPOTLIGHT | 2,397,916 | 10/24/00 | "on-line retail store services featuring toys, video games, computer software, videos and collectibles over a global computer network" |
| TOY SEARCH | 2,239,000 | 4/13/99 | "computerized on-line retail services in the field of toys, games and playthings" |
| WE BRING THE TOY STORE TO YOU | 2,304,854 | 12/28/99 | "on-line retail services in the field of toys, games and playthings on a global computer network" |

| Mark | Registration No. (Application No.) | Registration Date (Application Date) | Goods and Services |
|------------------------------------|---------------------------------------|---|--|
| WEEKEND SPOTLIGHT | 2,397,905 | 10/24/00 | "on-line retail store services featuring toys, video games, computer software, videos and collectibles over a global computer network" |
| WE GET TOYS | 2,458,457 | 6/5/01 | "on-line retail store services featuring toys, video games, computer software, videos and collectibles over a global computer network" |
| WE GET TOYS Canada Trademark | TMA 567,685 | 9/16/02 | "retail sales of toys, video games, computer software, videos, and collectibles over a global computer network" |

113873-00010/1352250.6

WILLKIE FARR & GALLAGHER LLP

Continuation of Fax Cover Sheet – Page :

75/842,091

Trademark Registration Nos.

- 2,590,410
- 2,436,417
- 2,806,036
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TRADEMARK

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