

02-13-2004

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



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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
FAO, Inc.

- Individual(s) Association
General Partnership Limited Partnership
Corporation-State Delaware
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: February 10, 2004

2. Name and address of receiving party(ies)

Name: Right Start Acquisition Company

Internal Address: 10323 Santa Monica Blvd., Suite 101

Street Address:

City: Los Angeles State: CA Zip: 90025

- 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

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

A. Trademark Application No.(s) See attached

B. Trademark Registration No.(s) See attached

Additional number(s) attached Yes No

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

Name: Josh S. Ridout, Esq.

Internal Address:

Paul, Hastings, Janofsky & Walker LLP

Street Address: 515 South Flower Street

25th Floor

City: Los Angeles State: CA Zip: 90071-2228

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41) \$ 390.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

9. Signature.

Josh S. Ridout

Name of Person Signing

*Josh S. Ridout*

Signature

2/12/04

Date

Total number of pages including cover sheet, attachments, and document: 5

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

02/17/2004 LABELER 00000046 233/357

01 FC:0521 02 FC:0522

40.00 EP 330.00 EP

TRADEMARK REEL: 002913 FRAME: 0355

ATTACHMENT TO TRADEMARK RECORDATION COVER SHEET

Trademark Registrations

<b>Mark</b>	<b>Reg. Number</b>
BABIES TO KIDS	2337557
R S & Design (Toy Block with Computer Mouse)	2627252
RIGHTSTART.COM	2691944
RIGHTSTART.COM	2694449
SPLASH DIAPER	2286506
THE RIGHT START	2157378
THE RIGHT START	2368955
THE RIGHT START	2173433
THE RIGHT START	2166244
THE RIGHT START	1917940
THE RIGHT START	1918619
THE RIGHT START BABIES TO KIDS	2523839
THE RIGHT START (Stylized)	2521593

Trademark Applications

<b>Mark</b>	<b>Serial Number</b>
RIGHT START	75859574
SILVER RATTLE CLUB	76228026

## ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, FAO, INC., a Delaware corporation (the "Assignor"), owns all right, title and interest in and to the Intellectual Property (as defined in that certain Asset Purchase Agreement dated as of the date hereof by and between Assignor and Assignee (the "Purchase Agreement"));

WHEREAS, RIGHT START ACQUISITION COMPANY (the "Assignee") is desirous of acquiring by formal, recordable assignment the entire right, title and interest in and to the Intellectual Property;

WHEREAS, pursuant to Section 3.1(b) of the Purchase Agreement, Assignor has agreed to assign the Intellectual Property to Assignee pursuant to the terms set forth herein.

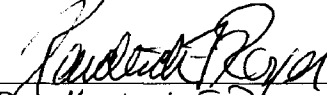
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee, and Assignee's successors and assigns, Assignor's entire right, title, and interest in and to the Intellectual Property, including without limitation (a) the trademark registrations and applications set forth in Schedule A attached hereto (the "Trademarks"), together with the goodwill of the business associated therewith, all common law and statutory right, title and interest in such Trademarks, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past, present and future infringements and of opposition and/or cancellation proceedings for protection of such Trademarks, and (b) the Internet addresses of those certain domain names listed in Schedule B attached hereto (the "Domain Names"), as well as all collateral and other rights Assignor may have with respect to such Domain Names throughout the world. Assignor hereby represents and agrees that it has no knowledge of any lien, security interest, restriction, claim or encumbrance in connection with the Intellectual Property, and that it has full power and authority to enter into and perform this Assignment. Assignor hereby represents and warrants that it is the owner of all right, title and interest in all Intellectual Property. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and/or service mark registration in the United States and in foreign countries in connection with the Intellectual Property, and to secure in its own name the registrations granted thereon.

FURTHER, Assignor hereby agrees that upon request, it will sign all necessary papers, and make all rightful oaths, and do all acts which Assignee, or its successors or assigns may reasonably consider necessary in connection with the Intellectual Property and the assignment herein to Assignee.

FURTHER, Assignor represents and warrants that it has not been granted and will not grant to others any rights inconsistent with the rights granted herein.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on this \_\_\_\_ day of January, 2004.

FAO, INC.

  
By: Kendrick F. Royer  
Its SVP

STATE OF California )  
COUNTY OF Los Angeles )

On this 10<sup>th</sup> day of February, 2004,  
Kendrick F. Royer, the undersigned officer, personally appeared before me Marguerite Hardin, known personally to me to be the Senior Vice President of the above-named corporation, and that he/~~she~~, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Notary Public

My Commission expires: 1/14/05

Notarial Seal

