


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	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.		
<b>1. Name of conveying party(ies):</b>  KB Holdings, LLC  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Nevada Limited Liability Company</u>  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: <u>Toy Acquisition Corp.</u> Internal Address:  Street Address: <u>120 West 45th Street, 39th Fl</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10036</u>  <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address( es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>	
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Exclusive License</u> Execution Date: <u>05/10/04</u>	<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s) <u>76/530,268;</u> <u>76/543,277; 78/219,253; 75/896,973</u>  B. Trademark Registration No.(s) <u>2,674,290;</u> <u>2,341,203; 2,417,079; 2,256,262</u>  Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Michael Cantwell, Esq.</u>  Internal Address: <u>Willkie Farr &amp; Gallagher LLP</u>   Street Address: <u>787 Seventh Avenue</u>   City: <u>New York</u> State: <u>NY</u> Zip: <u>10019</u>	<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">32</span>  <b>7. Total fee (37 CFR 3.41):</b> .....\$ <u>815</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> <u>23-2405</u>	
<b>DO NOT USE THIS SPACE</b>		
<b>9. Signature.</b>  <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Michael K. Cantwell, Esq.</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>July 29, 2004</u>            Date         </div> </div> <div style="text-align: right; margin-top: 10px;"> <span style="border: 1px solid black; padding: 2px;">11</span> </div>		

CH \$815.00 232405 76530268

Total number of pages including cover sheet, attachments, and document: 11  
 Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

Continuation of Item 4A

75/844,572  
76/212,547  
76/543,300  
76/543,278  
75/767,168  
78/325,367

Continuation of Item 4B

2,203,538  
2,185,412  
2,366,339  
2,301,007  
2,035,542  
1,651,141  
1,341,681  
2,364,972  
1,652,713  
2,300,569  
1,863,363  
1,366,022  
1,527,480  
2,369,727  
2,161,162  
2,104,633  
2,280,020  
2,435,960

**EXECUTION COPY****KB TOYS TRADEMARK LICENSE AGREEMENT**

This KB Toys Trademark License Agreement (the "Agreement") is entered into this 10th day of May 2004 (the "Effective Date"), by and between KB Holdings, LLC, a Nevada limited liability company ("Licensor"), and TOY ACQUISITION CORP., a Delaware corporation, having a place of business at 120 West 45th Street, 39th Floor, Tower 45, New York, NY 10036 ("Licensee").

**W I T N E S S E T H:**

WHEREAS, Licensor is the owner of various trademarks and service marks used in connection with the marketing, distribution and sale of toys and identified on Schedule A attached hereto (collectively, the "Licensed Marks"); and

WHEREAS, Licensor wishes to grant Licensee an exclusive license, and Licensee wishes to obtain from Licensor the exclusive right to use the Licensed Marks, in connection with the **Goods and Services** (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. Grant of License.

(a) Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a royalty-bearing, exclusive right and license in the Territory during the Term to use the Licensed Marks on and solely in connection with the Goods and Services. Licensee may sublicense the rights granted hereunder to an Affiliate (as Affiliate is defined in Section 405 of the Securities Act of 1933, as amended), such grant to be effective only for such period as the sublicensee remains an Affiliate of Licensee. Licensee may not sublicense any of the rights granted hereunder to any entity other than an Affiliate without Licensor's prior written consent.

(b) "Goods and Services" shall mean the marketing, distribution and sale (including order fulfillment) of (A) (i) toys, video games and other children's products, (ii) products sold on the Website (as defined below) prior to the Effective Date, (iii) products sold by Licensor and its Affiliates in Retail Stores (as defined below) either prior to the Effective Date and/or until the end of the third Annual Period or other products as mutually agreed by the parties in writing, (B) which shall be accomplished exclusively (i) over the World Wide Web, or (ii) until the earlier of three (3) years following the Effective Date or the termination of this Agreement, over the Internet or substantially similar electronic means.

(c) "Retail Stores" shall mean physical retail locations owned or operated by Licensor or its Affiliates or franchisees under one or more Licensed Marks including, but not

limited to, KB Toys, KB Toy Works, KB Toy Outlet, KB Toys at Sears, Toy Liquidators and KB Express.

(d) In the event that, during the Term, Licensor desires to grant to a third party a license under the Licensed Marks for the sale or offering, via the means described in clause 1(b)(B) above, of products or services other than the Goods and Services described in clause 1(b)(A) above, Licensor shall first offer to grant such license to Licensee. Licensor agrees to negotiate in good faith with Licensee regarding the granting of such license for at least 30 days following its initial notification thereof to Licensee. If, by such 30<sup>th</sup> day, the parties have not agreed on terms and conditions concerning the granting of such license, then Licensor shall be free to offer and grant such license to any third party on terms no more favorable than those last offered to Licensee for such license without further obligation to Licensee. It is agreed that this Section 1(d) shall not apply with respect to licenses granted by Licensor to its Affiliates or franchisees, and that such licenses may be granted on any terms desired by Licensor.

(e) Notwithstanding the foregoing, the exclusive license granted under Section 1(a) above shall not preclude Licensor or its Affiliates from using and displaying the Licensed Marks in connection with the operation of an informational web site (located at a domain name other than one of the domain names included within the Licensed Marks, but which may be a variant thereof that includes a corporate designation, such as "kbtoysinc.com") that provides corporate, financial, office, press release, employment and similar information and which permits users to correspond with Licensor or its Affiliates concerning employment and other matters, but which does not offer, promote or sell any Goods or Services, provided, however, that such informational web site will prominently feature links to the Website (as defined below).

2. Territory. The license granted herein shall extend worldwide (the "Territory").
3. Maintenance, Registration and Title

(a) Licensee acknowledges that, as between Licensee and Licensor, Licensor is the owner of all right, title and interest in and to the Licensed Marks throughout the Territory and also is the owner of the goodwill attached to the Licensed Marks in connection with the Goods and Services and the sites on the World Wide Web listed in Schedule A attached hereto (collectively, the "Website"). All uses of the Licensed Marks by Licensee shall inure to the benefit of Licensor.

(b) At its expense, Licensor shall itself or through its designee(s) file and use reasonable efforts to prosecute service mark applications at the United States Patent and Trademark Office ("PTO") to register KBTOYS, KBTOYS.COM, KBBABY.COM, KAYBEETOYS.COM, KBKIDS and KBKIDS.COM for online retail store services. All such applications and all registrations resulting therefrom shall automatically be included as Licensed Marks within the scope of the license granted under Article 1 of this Agreement without additional consideration.

(c) At its expense, Licensor shall itself or through its designee(s) have the right, but not the obligation, to provide for: (i) maintenance of all trademark and service mark

IN WITNESS WHEREOF, the parties hereto have caused this KB Toys Trademark License Agreement to be duly executed and delivered, as of the date first above written.

KB Holdings, LLC, as Licensor

TOY ACQUISITION CORP., as Licensee

By: Joel R. Wiest

Name: Joel R. Wiest  
Title: MANAGER

By: \_\_\_\_\_

Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this KB Toys Trademark License Agreement to be duly executed and delivered, as of the date first above written.

KB Holdings, LLC, as Licensor

TOY ACQUISITION CORP., as Licensee

By: \_\_\_\_\_

By: Max Mahoney

Name:

Name:

Title:

Title:

## Schedule A

Licensed Marks

## Trademarks and Service Marks and Applications and Registrations Therefor

Name	Country	Application Type	Reg # (App #)	Reg (App) Date
BE-BOPPIN' BOOGIE LIGHTS	UNITED STATES	REGISTERED	2,674,290	01/14/03
COLORFUL EXPRESSIONS HAVE FUN EXPRESSING YOURSELF	UNITED STATES	PENDING	(76/530,268)	(7/18/03)
COOL CARS	UNITED STATES	PENDING	(76/543,277)	(9/8/03)
CRITTER CORNER	UNITED STATES	ALLOWED	(78/219,253)	(2/26/03)
GEOGENIOUS INTERACTIVE USA	UNITED STATES	REGISTERED	2,341,203	04/11/00
HYPERNATION	UNITED STATES	ALLOWED	(75/896,973)	(1/14/00)
HYPERZONE	UNITED STATES	ALLOWED	(75/844,572)	(11/8/99)
K B TOYS CLEARANCE	UNITED STATES	PENDING	(76/212,547)	(2/20/01)
K*B BLITZ DELIVERY (STYLIZED)	UNITED STATES	REGISTERED	2,417,079	01/02/01
K*B TOY EXPRESS (STYLIZED)	UNITED STATES	REGISTERED	2,256,262	06/29/99
K*B TOY WORKS (Stylized)	UNITED STATES	REGISTERED	2,203,538	11/17/98
K*B TOYS (Stylized)	UNITED STATES	REGISTERED	2,185,412	09/01/98
K*B TOYS	CANADA	REGISTERED	522495	01/28/00
K*B KIDS.COM & Design	UNITED STATES	REGISTERED	2,366,339	07/11/00
KARAOKE DANCE PARTY MACHINE	UNITED STATES	REGISTERED	2,301,007	12/14/99
KAY TOYS BEE (IN DESIGN ELEMENT)	UNITED STATES	REGISTERED	2,035,542	02/04/97
KAY-BEE AMERICA'S TOY STORE	UNITED STATES	REGISTERED	1,651,141	07/16/91
KAY-BEE TOY & HOBBY	UNITED STATES	REGISTERED	1,341,681	06/11/85

KAY-BEE TOY OUTLET	UNITED STATES	REGISTERED	2,364,972	07/04/00
KAY-BEE TOY STORES	UNITED STATES	REGISTERED	1,652,713	07/30/91
KAY-BEE TOYS	UNITED STATES	REGISTERED	2,300,569	12/14/99
KB BABY	UNITED STATES	PENDING	(76/543,300)	(9/8/03)
KB TOY	UNITED STATES	REGISTERED	1,863,363	11/15/94
MISCELLANEOUS DESIGN (LITTLE TOY SOLDIER)	UNITED STATES	REGISTERED	1,366,022	10/15/85
PLAY THINGS (AND WHIMSICAL DESIGN)	UNITED STATES	REGISTERED	1,527,480	02/28/89
STREET N' STRIP	UNITED STATES	PENDING	(76/543,278)	(9/8/03)
SURE SHIP	UNITED STATES	REVIVED	(75/767,168)	(8/3/99)
TOY LIQUIDATORS	WISCONSIN	REGISTERED	350884	06/17/87
TOY LIQUIDATORS	NEBRASKA	REGISTERED	1336528	09/26/94
TOY LIQUIDATORS	UNITED STATES	REGISTERED	2,369,727	07/25/00
TOY WORKS	MASSACHUSETTS	REGISTERED	50039	08/29/94
TOY WORKS	CALIFORNIA	REGISTERED	045855	04/19/96
TOY WORKS	ILLINOIS	REGISTERED	075093	08/16/94
TOY WORKS	MARYLAND	REGISTERED	1994-S3295	08/19/94
TOY WORKS	MICHIGAN	REGISTERED	M00908	03/11/96
TOY WORKS	MAINE	REGISTERED	19960292	05/06/96
TOY WORKS	RHODE ISLAND	REGISTERED	94104	10/04/94
TOY WORKS	VIRGINIA	REGISTERED	6056	08/24/94
TOY WORKS	WISCONSIN	REGISTERED	26501107	02/15/95
TOY WORKS	UNITED STATES	REGISTERED	2,161,162	06/02/98
TOYWORKS & DESIGN	UNITED STATES	REGISTERED	2,104,633	10/14/97



WATER COMBAT	UNITED STATES	REGISTERED	2,280,020	09/21/99
WHERE DREAMS BEGIN	UNITED STATES	PENDING	(78/325,367)	(11/10/03)
WHERE GREAT IDEAS COME TO YOU	UNITED STATES	REGISTERED	2,435,960	03/13/01

Domain	Registry Expiry	Registrar
kaybee.com	03/06/2004	BULK REGISTER, LLC
kaybeekid.com	04/23/2004	NETWORK SOLUTIONS INC
kaybeekid.net	04/23/2004	NETWORK SOLUTIONS INC
kaybeekids.net	04/23/2004	NETWORK SOLUTIONS INC
kaybeetoys.com	11/20/2007	REGISTER.COM INC
kaybeewholesale.com	03/22/2004	TUCOWS INC
kaybee-wholesale.com	03/22/2004	TUCOWS INC
kaybeewholesale.net	03/22/2004	TUCOWS INC
kaybee-wholesale.net	03/22/2004	TUCOWS INC
kaybeewholesale.org	03/22/2004	R11-LROR
kbaction.com	06/16/2004	NETWORK SOLUTIONS INC
kbaction.org	04/23/2004	R63-LROR
kbactions.com	04/23/2004	NETWORK SOLUTIONS INC
kbactions.net	04/23/2004	NETWORK SOLUTIONS INC
kbactions.org	04/23/2004	R63-LROR
kbbaby.com	04/23/2004	NETWORK SOLUTIONS INC
kbbaby.net	04/23/2004	NETWORK SOLUTIONS INC
kbcloseout.com	10/31/2004	NETWORK SOLUTIONS INC
kbcloseout.net	10/31/2004	NETWORK SOLUTIONS INC
kbcloseouts.com	10/31/2004	NETWORK SOLUTIONS INC

kbcloseouts.net	10/31/2004	NETWORK SOLUTIONS INC
kbcollect.com	06/16/2004	NETWORK SOLUTIONS INC
kbcollectors.com	06/16/2004	NETWORK SOLUTIONS INC
kbcollectors.net	04/23/2004	NETWORK SOLUTIONS INC
kbcollectors.org	04/23/2004	R63-LROR
kbdeals.com	04/23/2004	NETWORK SOLUTIONS INC
kbdeals.net	04/23/2004	NETWORK SOLUTIONS INC
kbdeals.org	04/23/2004	R63-LROR
kbexclusives.com	06/16/2004	NETWORK SOLUTIONS INC
kbexport.com	04/23/2004	NETWORK SOLUTIONS INC
kbgame.com	06/16/2004	NETWORK SOLUTIONS INC
kbgifts.com	06/16/2004	NETWORK SOLUTIONS INC
kbkids.com	11/22/2011	NETWORK SOLUTIONS INC
k-bkids.com	04/23/2004	NETWORK SOLUTIONS INC
kb-kids.com	04/23/2004	NETWORK SOLUTIONS INC
kbkids.net	11/18/2004	NETWORK SOLUTIONS INC
kbkids.org	04/23/2004	R63-LROR
kbkidsucks.com	04/23/2004	NETWORK SOLUTIONS INC
kbkidswholesale.org	03/22/2004	R11-LROR
kbstores.com	06/16/2004	NETWORK SOLUTIONS INC
kbtoyexpress.com	11/25/2004	NETWORK SOLUTIONS INC
kbtoys.com	11/29/2005	NETWORK SOLUTIONS INC
kbtoysexpress.com	11/20/2004	NETWORK SOLUTIONS INC
kbtoywork.com	04/23/2004	NETWORK SOLUTIONS INC
kbtoyworks.com	07/16/2006	NETWORK SOLUTIONS INC
kbtoyworks.net	04/23/2004	NETWORK SOLUTIONS INC

kbvideogames.com	06/16/2004	NETWORK SOLUTIONS INC
kbvideos.com	06/16/2004	NETWORK SOLUTIONS INC
kbwholesale.com	10/31/2004	NETWORK SOLUTIONS INC
kbwholesale.net	10/31/2004	NETWORK SOLUTIONS INC

Unregistered Trademarks and Service Marks

KBTOYS  
KBTOYS.COM  
KBBABY.COM  
KAYBEETOYS.COM  
KBKIDS  
KBKIDS.COM

113873.00003.1351878.14