

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		12/15/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Kids Line, LLC		
Street Address:	2601 Sequoia Drive		
City:	South Gate		
State/Country:	CALIFORNIA		
Postal Code:	90280		
Entity Type:	a Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2177304	BEBEFINA	
Serial Number:	76126749	KIDSLINE	
CORRESPONDENCE DATA			
Fax Number:	(213)996-3339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-683-6339		
Email:	claudiaimmerzeel@paulhastings.com		
Correspondent Name:	Paul Hastings Janofsky & Walker LLP		
Address Line 1:	515 S. Flower St., 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Claudia R Immerzeel		
Signature:	/Claudia R Immerzeel/		
Date:	12/29/2004		

OP \$65.00 2177304

Total Attachments: 7

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PATENT, TRADEMARK AND COPYRIGHT RELEASE

THIS PATENT TRADEMARK AND COPYRIGHT RELEASE (collectively, this "Intellectual Property Release"), is made as of December 15, 2004 by GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as Agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time parties to that certain Credit Agreement, dated as of March 15, 2002 (as from time to time in effect, the "Credit Agreement"), by and among CPC/KL Holdings, LLC, a Delaware limited liability company ("Borrower"); and Kids Line, LLC, a Delaware limited liability company ("KL Delaware"), (Borrower and KL Delaware, collectively referred to herein as "Grantors" and each individually as a "Grantor"). Capitalized terms used herein without definition shall be defined in the manner set forth in the Agreement (as defined below).

WITNESSETH:

WHEREAS, Agent and Grantors are parties to that certain Patent, Trademark and Copyright Security Agreement, dated as of March 15, 2002 (the "Agreement"), pursuant to which Grantors granted a security interest to Agent in certain Intellectual Property Collateral (within the meaning given in the Agreement), as security for certain obligations owing by Grantors to Agent under the Credit Agreement, including the Patents and Patent Licenses, Trademarks and Trademark Licenses, Copyrights and Copyright Licenses (as defined in the Agreement) set forth on Schedule I thereto and hereto (the "Intellectual Property Collateral");

WHEREAS, the Agreement was recorded by the United States Patent and Trademark Office on November 22, 2002 at Reel 013563, Frame 0147 (patents);

WHEREAS, the Agreement was recorded by the United States Patent and Trademark Office on November 22, 2002 at Reel 002631, Frame 0907 (trademarks);

WHEREAS, the Agreement was recorded by the United States Copyright Office of the Library of Congress on November 22, 2002 at Volume 3491, Page 782; and

WHEREAS, Grantor has requested that Agent release its security interest in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby terminates, cancels and releases its security interest in all of the Grantor's right, title and interest in and to all of the following, all rights in and to which shall immediately revert to Grantor:

(a) all Intellectual Property Collateral, including, without limitation, the Patents and Patent Licenses, Trademarks and Trademark Licenses, Copyrights and Copyright Licenses listed on Schedule I hereto, together with any reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part thereof and

inventions disclosed therein, as well as all applications for industrial property protection, trademark protection, or copyright registration, including, without limitation, all applications for patents, utility models, inventor's certificates, designs, copyrights, and trademark registrations that have been or may hereafter be filed for such inventions, marks, or works of authorship in any country or countries other than the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from any United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and well as any intellectual property protection issuing therefrom that may be granted for the invention, mark, or work of authorship in any country or countries foreign to the United States and all reissues, reexaminations, divisions, continuations, renewals and extensions thereof; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present and future infringement of any Intellectual Property Collateral.

2. Agent hereby authorizes and requests the Director of the Patent & Trademark Office of the United States of America, the Registrar of Copyrights of the U.S. Copyright Office, and the appropriate officers of all other jurisdictions in which any of the Intellectual Property Collateral is in force, or for which application or registration has been made, to record this Intellectual Property Release to demonstrate the release by Agent of the security interest in Grantor's Intellectual Property Collateral, under the relevant laws of the United States or any other jurisdictions.

3. Agent will, at the expense and request of Grantor, execute and deliver, or cause to be executed and delivered, any other or additional releases, documents, certificates, powers or other writings, and take all additional actions, as may be necessary to record this Intellectual Property Release of the Intellectual Property Collateral, to effectuate and validate this Release.

IN WITNESS WHEREOF, Agent has caused this Intellectual Property Release to be executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION

By: Mark Mascia
Mark Mascia
Duly Authorized Signatory

SCHEDULE I

to

PATENT, TRADEMARK AND
COPYRIGHT RELEASE

PART A
PATENTS AND PATENT LICENSES

<u>Patent</u>	<u>Patent No.</u>	<u>Date of Reg.</u>
bassinet carriage and rocker	388,973	January 13, 1998

The above patent designation owned by KL California, will be assigned by KL California to KL Delaware as of the Closing Date (the "Patent Assignment").

PART B
TRADEMARKS AND TRADEMARK LICENSES

	<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Date of Reg.</u>
1.	Bebe Fina®	2,177,304	July 28, 1998
2.	Kids Line	76/126749	September 12, 2000

Trade Marks

1. The Bebe Fina® trademark will be assigned to KL Delaware as of the Closing Date.
2. L'il Kids™ (common law trademark) – will be assigned by KL California to Kids Line as of the Closing Date.

Trade Names

1. Kids Line, LLC – name as in certificate of formation filed with California Secretary of State
2. Kids Line
3. Li'l Kids™
4. Bebe Fina®
5. KidsLine

PART C
COPYRIGHTS AND COPYRIGHT LICENSES

KL California

Copyrights

1. Licensing Agreement Addendum, dated as of May 23, 2000 (the "Eisner Addendum"), by and between Viv Eisner ("Eisner") and KL California, which amends and restates that certain Licensing Agreement, dated as of July 23, 1997, by and between Eisner and KL California. Pursuant to the Licensing Addendum, Eisner grants KL California a worldwide exclusive license to use all images created by Eisner for the production, sale and promotion of the "Licensed Products" listed in Section 2 thereof. KL California will assign all of its rights under the Addendum to Kids Line as of the Closing Date. KL California has entered into that certain Licensing Agreement Addendum, dated as of March 5, 2002 (the "Eisner Amendment"), pursuant to which Eisner consented to KL California assigning its rights under the Eisner Addendum to Kids Line.
2. License Agreement, dated as of October 1, 2000 (the "Sony License Agreement"), by and between Sony Music, a Group of Sony Music Entertainment, Inc. ("Sony"), and KL California, pursuant to which Sony grants KL California a license to use copyrights and trademarks for property called "Rainbow Fish" based upon a series of children's books and which is being developed into a children's television series in connection with the manufacture, distribution, sale and advertisement of certain merchandise articles listed on Schedule A thereto via the distribution channels listed in Section 2(a) thereof. Sony's license grant to KL California is exclusive with regard to infant bedding items listed on Schedule A thereto and non-exclusive with respect to miscellaneous items listed on Schedule A thereto.
3. Artwork License Agreement, dated as of June 29, 1999 (the "Faw License Agreement"), by and between the KL California and Jenny Faw Designs Inc., a New York corporation ("Jenny Faw"), pursuant to which Jenny Faw grants KL California a worldwide exclusive license to use "Avalon" and "Buggy Bugs" design materials in connection with the manufacture, distribution, advertisement, promotion and sale of all infant bedding and accessory products listed in Schedule A-2 thereto.
4. Manufacturing and Distribution License Agreement, dated as of January 31, 2001 (the "Schurman License Agreement"), by and between Schurman Design, a division of Schurman Fine Papers, and KL California, pursuant to which Schurman Design grants to KL

California an exclusive license to use certain designs, characters and other artwork owned by Schurman Design listed on Schedule A thereto in connection with the manufacture, distribution and sale of infant and toddler bedding and related accessories worldwide except for Japan.

5. License Agreement, dated as of September 1, 1999 (the "Mumm License Agreement"), by and between Mumm's the Word, Inc., a Washington corporation ("Mumm") and KL California, pursuant to which Mumm grants KL California an exclusive license (except as noted on Exhibit B thereto) to use certain designs and artwork listed in Exhibit A thereto in the products which are listed in Exhibit B thereto and which are manufactured, marketed and sold by KL California in North America and the Middle East to Department Stores, Babies R Us, Toys R Us, Burlington Coat Factory/Baby Depot, Buy Buy Baby, JC Penney (catalog and store), Sears Canada, Gift Retailers and Specialty Retailers.
6. Agreement, dated as of March 22, 2001 (the "Flavia License Agreement"), by and between The Flavia Company, Inc., a California corporation ("Flavia"), and KL California, pursuant to which Flavia grants KL California a license for use of All "Flavia@Baby" and "Flavia@" in connection with the manufacture, distribution and sale of the products listed in Schedule B via all distribution channels other than the Internet, QVC, HSN and fundraising channels located in the United States and its territories, Canada and Israel.
7. License Agreement, dated March 8, 2000 (the "Miles License Agreement"), by and between KL California and Elizabeth Miles, pursuant to which Elizabeth Miles grants KL California an exclusive worldwide license to manufacture, use or sell products incorporating the products listed on Exhibit A thereto. KL California will assign all of its rights under the Miles License Agreement to Kids Line as of the Closing Date; however, the consent of Elizabeth Miles to such assignment is required.*
8. License Agreement, dated as of March 20, 2001 (the "Moorehead License Agreement"), by and between Morehead, Inc., a Kansas corporation ("Morehead"), and KL California, pursuant to which Morehead grants KL California a license for the use of certain designs set forth in Appendix A thereto in connection with the manufacture, sale and distribution of infant bedding and accessories listed in Appendix B thereto in the United States, Canada, Mexico, Israel and the Middle East (provided, however, that KL California's marketing is limited to wholesale and retail distribution channels). Morehead's license grant to KL California is exclusive with respect to designs from the Endangered Young'uns and Natures Young'uns categories for use in the products listed in Appendix B thereto with respect to such

designs in the United States, Canada, Mexico, Israel and the Middle East (provided, however, that KL California's marketing is limited to wholesale and retail distribution channels).

9. Assignment Agreement, dated as of June 30, 2001, by Beatrice Trezevant-Hatt ("Hatt") in favor of KL California, pursuant to which Hatt assigned all of Hatt's worldwide right, title and interest in the Design described on Exhibit A thereto to KL California.
10. Design Services Agreement, dated as of February 12, 2001, by and between Carmel O'Mara Horwitz ("Horwitz") and Kids Line, pursuant to which Horwitz agreed to develop or create designs for KL California and that KL California would be the sole owner of all rights to any such designs.