

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/31/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FAO, Inc.		01/31/2004	CORPORATION: DELAWARE
FAO Schwarz, Inc.	FORMERLY Toy Soldier, Inc.	01/31/2004	CORPORATION: DELAWARE
KBB Retail Assets Corp.	FORMERLY F.A.O. Schwarz	01/31/2004	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	VGACS Acquisition, Inc.
Street Address:	120 West 45th Street
Internal Address:	39th Floor, Tower 45
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	74577108	PATRICK THE PUP
Serial Number:	74614900	TRUFFLES
Serial Number:	75392023	FAO SCHWARZ
Serial Number:	75392024	
Serial Number:	75567154	FAO SCHWEETZ
Serial Number:	75817740	SKIDADDLE
Serial Number:	75817753	KNUCKLES
Serial Number:	75980751	
Serial Number:	75980833	FAO SCHWARZ
Serial Number:	76011178	F.A.O BABY

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Serial Number:	76210102	FAO SCHWARZ HOTEL
Serial Number:	76210926	FAO GIRL
Serial Number:	76211050	FAO UNIVERSITY
Serial Number:	76211249	FAO SCHWARZ THE ULTIMATE TOY CATALOGUE
Serial Number:	76228084	FAO SCHWARZ FUN AT ART
Serial Number:	76228095	CHUCK THE TOY BOY
Serial Number:	76230174	TOY BOY
Serial Number:	76238883	FAO SCHWARZ FIFTH AVENUE
Serial Number:	76238885	
Serial Number:	76302929	FAO SCHWARZ FIFTH AVENUE
Serial Number:	76302930	FAO BABY
Serial Number:	76302931	FAO BABY
Serial Number:	76302932	FAO BABY

CORRESPONDENCE DATA

Fax Number: (805)564-8262
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 805-965-4400
Email: Kurt@incip.com
Correspondent Name: Kurt Koenig
Address Line 1: 220 East Figueroa St.
Address Line 4: Santa Barbara, CALIFORNIA 93101

NAME OF SUBMITTER:	Kurt Koenig
Signature:	/Kurt Koenig/
Date:	03/13/2005

Total Attachments: 6
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TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into as of January 31, 2004 (the "Effective Date") by and among FAO, INC., a Delaware corporation (and successor to F.A.O., Inc., a California corporation) ("FAO"), FAO SCHWARZ, INC. (formerly known as Toy Soldier, Inc.), a Delaware corporation ("Schwarz"), and KBB RETAIL ASSETS CORP. (formerly known as F.A.O. Schwarz), a New York corporation (collectively "Assignors") and VGACS ACQUISITION, INC., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, FAO, Schwarz and Assignee are parties to that certain Amended and Restated Asset Purchase Agreement, dated as of January 23, 2004 (the "Purchase Agreement"), pursuant to which FAO and Schwarz (collectively, "Sellers") have agreed to sell to the Assignee the Acquired Assets (as defined in the Purchase Agreement) and all of Sellers' rights, title and interests therein, including without limitation the trademarks, service marks and trademark and service mark applications and registrations set forth on Schedule A appended hereto (the "Trademarks") and that portion of the business to which the Trademarks pertain.

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, the Assignors and the Assignee agree as follows:

1. Assignors hereby sell, grant, assign, transfer, and deliver to Assignee all of their rights, title and interests in and to the Trademarks, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, 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 Assignors 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. Assignors hereby authorize 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. Assignors hereby agree to execute such other documents and take such other actions as may be reasonably requested by Assignee to evidence more fully the transfer of ownership of the Trademarks to Assignee. Each Assignor hereby appoints Assignee, with the full power of substitution therein, as its true and lawful attorney-in-fact for the limited purpose of executing such papers and performing such other proper acts as are reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

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

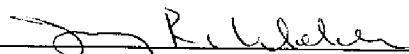
IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment to be executed by their proper officers thereunto duly authorized, as of January 30, 2004.

ASSIGNORS:

FAO, INC.

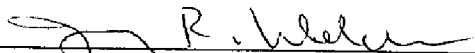
BY: 
Jerry R. Welch
President and Chief Executive Officer

FAO SCHWARZ, INC.

BY: 
Jerry R. Welch
President and Chief Executive Officer

KBB RETAIL ASSETS CORP. (AS SUCCESSOR TO F.A.O. SCHWARZ)

BY: FAO SCHWARZ, INC. (pursuant to a power of attorney)

BY: 
Jerry R. Welch
President and Chief Executive Officer

ASSIGNEE: VGACS ACQUISITION, INC.

BY: *Mark Volmer*
Name:
Title:

Schedule A

Trademarks and Service Marks and Registrations and Applications Therefor

Trademark	Owner	App. No.	Reg. No.	Country
F.A.O. SCHWARZ	F.A.O., Inc.	2195774		CTM
F.A.O. SCHWARZ	F.A.O. Schwarz	2345877		Argentina
F.A.O. SCHWARZ	F.A.O. Schwarz	2345876		Argentina
F.A.O. SCHWARZ	F.A.O. Schwarz	822089610		Brazil
F.A.O. SCHWARZ	F.A.O. Schwarz	822089629		Brazil
F.A.O. SCHWARZ	F.A.O. Schwarz	822089637		Brazil
F.A.O. SCHWARZ	F.A.O. Schwarz	2220389	557951	Italy
F.A.O. SCHWARZ	F.A.O. Schwarz	H10-045234	2356040	Japan
F.A.O. SCHWARZ	F.A.O. Schwarz	483517	749271	Mexico
F.A.O. SCHWARZ	F.A.O. Schwarz	483518	749272	Mexico
FAO EXPRESS	FAO, Inc.	78217728		USA
FAO SCOOPS	FAO, Inc.	78225346		USA
KNUCKLES	FAO Schwarz, Inc.	75817753	2747625	USA
F.A.O. SCHWARZ	FAO Schwarz, Inc.	F37652 28WZ	1159785	Germany
F.A.O. SCHWARZ	Toy Soldier, Inc.	1691624	1691624	France
F.A.O. SCHWARZ	Toy Soldier, Inc.	2168113	2168113	UK
ROCKING HORSE LOGO (Design Only)	Toy Soldier, Inc.	2168108	2168108	UK
PATRICK THE PUP	FAO Schwarz, Inc.	74577108	1922215	USA
TRUFFLES	FAO Schwarz, Inc.	74614900	2330455	USA

FAO SCHWARZ	FAO Schwarz, Inc.	75392023	2299292	USA
DESIGN ONLY (ROCKING HORSE)	FAO Schwarz, Inc.	75392024	2303364	USA
F.A.O. SCHWEETZ	FAO Schwarz, Inc.	75567154	2278187	USA
SKIDADDLE	FAO Schwarz, Inc.	75817740		USA
DESIGN ONLY (ROCKING HORSE)	FAO Schwarz, Inc.	75980751	2483794	USA
FAO SCHWARZ	FAO Schwarz, Inc.	75980833	2483802	USA
F•A•O BABY & DESIGN (FOOTPRINT)	FAO Schwarz, Inc.	76011178	2446326	USA
F.A.O. SCHWARZ HOTEL	FAO Schwarz, Inc.	76210102		USA
FAO GIRL	FAO Schwarz, Inc.	76210926	2607083	USA
FAO UNIVERSITY	FAO Schwarz, Inc.	76211050	2581598	USA
F.A.O. SCHWARZ THE ULTIMATE TOY CATALOGUE	FAO Schwarz, Inc.	76211249	2604107	USA
F.A.O. SCHWARZ FUN AT ART	FAO Schwarz, Inc.	76228084	2604204	USA
CHUCK THE TOY BOY	FAO Schwarz, Inc.	76228095	2787938	USA
TOY BOY	FAO Schwarz, Inc.	76230174	2787939	USA
F.A.O. SCHWARZ FIFTH AVENUE & Sitting Toy Soldier Design	FAO Schwarz, Inc.	76238883	2538169	USA
DESIGN ONLY (SITTING TOY SOLDIER)	FAO Schwarz, Inc.	7623885	2510448	USA
F.A.O. SCHWARZ FIFTH AVENUE	FAO Schwarz, Inc.	76302929	2662322	USA
FAO BABY & Design	FAO Schwarz, Inc.	76302930		USA

FAO BABY & DESIGN	FAO Schwarz, Inc.	76302931	2597839	USA
FAO BABY	FAO Schwarz, Inc.	76302932	2561810	USA