

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mr. Joseph J. Sitt		04/21/2005	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AB Licensing, L.L.C.		
<b>Street Address:</b>	1716 Locust Street		
<b>City:</b>	Des Moines		
<b>State/Country:</b>	IOWA		
<b>Postal Code:</b>	50309-3023		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1772408	AMERICAN BABY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)818-9606		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	mlerner@ssbb.com		
<b>Correspondent Name:</b>	Mark Lerner		
<b>Address Line 1:</b>	230 Park Avenue		
<b>Address Line 2:</b>	Suite 1130		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10169		
<b>NAME OF SUBMITTER:</b>	Mark Lerner		
<b>Signature:</b>	/mark lerner/		
<b>Date:</b>	06/27/2005		

OP \$40.00 1772408

Total Attachments: 2  
 source=sitt assignment#page1.tif



**ASSIGNMENT OF REGISTERED TRADEMARK**

*WHEREAS*, Joseph J. Sitt, an individual residing 139 5th Avenue, New York, New York 10010 ("Assignor"), is the owner, free and clear of any adverse claims, liens, licenses and interests, of all right, title, and interest in and to the trademark AMERICAN BABY (the "Trademark"), which is registered in the United States Patent and Trademark Office under Registration No. 1772408, and

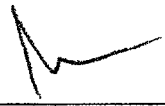
*WHEREAS*, AB Licensing, L.L.C. ("Assignee"), a limited liability company organized under the laws of Delaware having its principal place of business at 1716 Locust Street, Des Moines, Iowa 50309-3023, is desirous of acquiring all rights, title, and interest to the Trademark, the goodwill appurtenant thereto, and the registration in respect thereof;

*NOW, THEREFORE*, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Trademark together with the goodwill of the business appurtenant thereto and symbolized by said trademark, free and clear of any adverse claims, liens, licenses and interests so that the Trademark may be used by Assignee without restriction.

Assignor hereby irrevocably constitutes and appoints Assignee and its successors, legal representatives and assigns the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor or Assignee but on behalf of and for the benefit of Assignee and its successors, legal representatives and assigns, and at the sole expense of Assignee, to institute, prosecute, compromise, defend and settle any and all proceedings at law, in equity or otherwise that and its successors, legal representatives or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to any property rights of Assignor in the Trademark, including the right to sue for past infringement of the Trademark, and to do all such acts and things in relation thereto and as its successors, legal representatives or assigns, shall deem desirable. Assignor shall fully cooperate with and assist Assignee in such proceedings. Assignor hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable and perpetual and shall not be terminated by any act of Assignor or by operation of law, or by the occurrence of any other event, including, without limitation, the bankruptcy of Assignor, or in any other manner or for any other reason.

This instrument is executed by, and shall be binding upon, Assignor, his successors and assigns, for the uses and purposes above set forth and referred to and shall inure to the benefit of Assignee, its successors and assigns.

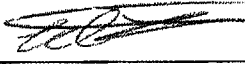
Signed at \_\_\_\_\_, this 21 day of April, 2005



\_\_\_\_\_  
JOSEPH J. SITT

State of New York )  
County of New York ) ss.:

On this 21 day of April, 2005, personally appeared Joseph J. Sitt, to me known to be the assignor above named, and acknowledged that he executed the foregoing Assignment of Registered Trademark.



\_\_\_\_\_  
Notary Public

ALLAN J. WEISS  
Notary Public, State of New York  
No. 02WE005864  
Qualified in Nassau County  
Commission Expires November 9, 2008