Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
KB Holdings, LLC

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State:
☑ Other Limited Liability Company

Citizenship (see guidelines) NV

Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: Bank of America, N.A.
Internal Address:
Street Address: 40 Broad Street
City: Boston
State: MA
Country: US Zip: 02109

☑ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☐ Other Citizenship

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) August 29, 2005

☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☑ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Christopher E. Kondracki
Internal Address:
Street Address: 2001 Jefferson Davis Hwy.
Suite 1007
City: Arlington
State: VA Zip: 22202
Phone Number: 703-415-1555
Fax Number: 703-415-1557
Email Address:

6. Total number of applications and registrations involved: 56

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 1415.00

☐ Authorized to be charged by credit card
☑ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number 19-3545

Authorized User Name Christopher E. Kondracki

9. Signature: 11/18/05
Signature Date

Christopher E. Kondracki
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH $1415.00 193545 765:0268

700225985

Trademark Registration and Application Number (s)
Continuation of Items 4A & 4B

Application Number	Registration Number
	2,674,290
76/530,268	
76/543,277	
78/219,253	
	2,590,410
76/037,234	
76/037,229	
76/037,237	
76/037,050	
	2,436,417
	2,327,905
	2,191,558
75/842,089	
	2,806,036
	2,341,203
75/896,973	
75/844,572	
76,212,547	
	2,417,079
	2,256,262
	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
76/543,300	
	1,863,363
	1,366,022
	2,364,147
75/842,090	
	1,527,480
75/842,092	
78/475,746	
76/543,278	
75/767,168	
	2,368,677

Trademark Registration and Application Number (s)
Continuation of Items 4A & 4B

Application Number	Registration Number
75/842,091	
	2,436,709
	2,495,094
	2,497,175
	2,397,916
	2,369,727
	2,161,162
	2,239,000
	2,104,633
	2,280,020
	2,304,854
	2,458,457
	2,397,905
78/325,367	
	2,435,960

TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT

THIS TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT (this "Agreement") is made as of August 29, 2005 by and between:

BANK OF AMERICA, N.A. (in such capacity, the "Collateral Agent"), a national banking association with offices at 40 Broad Street, Boston, Massachusetts 02109, as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referenced below),

and

KB HOLDINGS, LLC (hereinafter, "Grantor"), a limited liability company organized under the laws of the State of Nevada with a mailing address at 2835 South Jones Boulevard, Suite 8, Las Vegas, Nevada 89146.

in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

1. **BACKGROUND:** Reference is made to that certain Credit Agreement dated August 29, 2005 (as amended, modified, supplemented or restated from time to time, the "Credit Agreement"), among (i) KB Toys Retail, Inc., as Lead Borrower, (ii) the other Loan Parties (including, without limitation, the Grantor) party thereto, (iii) the Lenders party thereto, (iv) Bank of America, N.A., as Administrative Agent and Collateral Agent for the Lenders, and as Issuing Bank and (b) the Security Agreement of even date herewith (as amended, modified, supplemented or restated from time to time, the "Security Agreement") by and among the Loan Parties and the Collateral Agent. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement or, if not defined in the Credit Agreement, in the Security Agreement.

2. **GRANT OF SECURITY INTEREST:** In furtherance and as confirmation of the Security Interest granted by, among others, the Grantor to the Collateral Agent (for the ratable benefit of the Secured Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, Grantor hereby ratifies such Security Interest and grants to the Collateral Agent a security interest in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, with power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default) in and to the following and all proceeds thereof (collectively, the "TM Collateral"):

a. All of Grantor's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

b. All renewals of any of the foregoing.

c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.

e. All of Grantor's rights corresponding to any of the foregoing throughout the world.

3. **PROTECTION OF MARKS BY GRANTOR:** Grantor shall undertake the following with respect to each item respectively described in Sections 2(a) and 2(b) (collectively, the "**Marks**"):

a. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks necessary for the conduct of the business of the Grantor from time to time.

b. At Grantor's sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration of the Marks which is the subject of the security interest created herein and in the reasonable business judgment of Grantor should be registered, and not abandon or delay any such efforts.

c. At Grantor's sole cost, expense, and risk, take any and all action which Grantor deems desirable to protect the Marks, including, without limitation, but subject to Grantor's sole discretion, the prosecution and defense of infringement actions.

4. **GRANTOR'S REPRESENTATIONS AND WARRANTIES:** Grantor represents and warrants that:

a. **EXHIBIT A** includes all of the registered trademarks, federal trademark applications, registered service marks and Federal service mark applications now owned by Grantor.

b. All TM Collateral is and shall remain, free and clear of all Liens to any Person other than to the Collateral Agent, except as permitted under the Credit Agreement. This restriction shall not apply to license agreements in the ordinary course of business.

c. Grantor shall give the Collateral Agent written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

i. Grantor's obtaining rights to, and filing applications for registration of, any new trademarks or service marks which are necessary for the conduct of the business of the Grantor, or otherwise acquiring ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, in each case which are necessary for the conduct of the business of the Grantor (other than Grantor's right to sell products bearing the trademarks of others in the ordinary course of Grantor's business).

ii. Grantor's becoming entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, in each case which are necessary for the conduct of the business of the Grantor (other than Grantor's right to sell products bearing the trademarks of others in the ordinary course of Grantor's business).

iii. Grantor's entering into any new trademark license agreement or service mark license agreement.

5. **AGREEMENT APPLIES TO FUTURE MARKS:**

a. The provisions of this Agreement shall automatically apply to any such additional property or rights described in 4.c, above, all of which shall be deemed to be and treated as "Marks" within the meaning of this Agreement, except trademark licenses.

b. Grantor hereby authorizes the Collateral Agent to take all such reasonable action to protect the Collateral Agent's interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the Collateral Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. **GRANTOR'S RIGHTS TO ENFORCE MARKS:** Prior to the Collateral Agent's giving of notice to Grantor following the occurrence and during the continuance of an Event of Default, Grantor shall have the exclusive right to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages,

in an effort by Grantor to protect the Marks against encroachment by third parties, *provided, however*:

a. Grantor first provides the Collateral Agent with written notice of Grantor's intention to so sue for enforcement of any Mark.

b. Any money damages awarded or received by Grantor on account of such suit (or the threat of such suit) shall constitute TM Collateral.

c. Following the occurrence and during the continuance of any Event of Default, the Collateral Agent, by notice to Grantor, may terminate or limit Grantor's rights under this Section 7.

7. **COLLATERAL AGENT'S ACTIONS TO PROTECT MARKS:** In the event of

a. Grantor's failure, within five (5) days of written notice from the Collateral Agent, to cure any failure by Grantor to perform any of Grantor's obligations set forth in Section 6; and/or

b. the occurrence and continuance of any Event of Default,

the Collateral Agent, acting in its own name or in that of Grantor, may (but shall not be required to) act in Grantor's place and stead and/or in the Collateral Agent's own right in taking actions to protect the Marks.

8. **RIGHTS UPON DEFAULT:** Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts with respect to the Marks, in addition to which the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Event of Default has occurred and is continuing and that the Collateral Agent is authorized to exercise such rights and remedies, subject to any court order to the contrary.

9. **COLLATERAL AGENT AS ATTORNEY IN FACT:**

a. Grantor hereby irrevocably constitutes and designates the Collateral Agent as and for Grantor's attorney in fact, effective following the occurrence and during the continuance of any Event of Default:

i. To exercise any of the rights and powers referenced herein.

ii. To execute all such instruments, documents, and papers as the Collateral Agent reasonably determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

b. The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Collateral Agent.

c. The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9.a herein, but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Collateral Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith or willful misconduct.

10. **COLLATERAL AGENT'S RIGHTS:**

a. Any use by the Collateral Agent of the Marks, as authorized hereunder in connection with the exercise of the Collateral Agent' rights and remedies under this Agreement and under the Credit Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

b. None of this Agreement, the Credit Agreement, the Security Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Collateral Agent any rights in and to the Marks, which rights are only effective following the occurrence and continuance of any Event of Default.

11. **INTENT:** This Agreement is being executed and delivered by the Grantor for the purpose of registering and confirming the grant of the security interest of the Collateral Agent in the TM Collateral with the United States Patent and Trademark Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest granted to the Collateral Agent, for the ratable benefit of the Secured Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the Marks. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the Security Agreement with respect to all other Collateral.

12. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the Commonwealth of Massachusetts.

13. **TERMINATION; RELEASE OF TRADEMARK COLLATERAL.** This Agreement shall terminate when all the Obligations have been paid in full, the Lenders have no further commitment to lend, there are no Letter of Credit Outstandings (or all such Letter of Credit Outstandings are fully cash collateralized in a manner reasonably satisfactory to the Issuing Bank) and the Issuing Bank has no further commitment to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to Grantor, at Grantor's expense, all termination statements that Grantor shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 13 shall be without recourse to or warranty by the Collateral Agent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and the Collateral Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

KB HOLDINGS, LLC
("Grantor")

By: David T. Pyne

Name: David T. Pyne

Title: Manager

BANK OF AMERICA, N.A.
(The "Collateral Agent")

By: _____

Name: Andrea Liporace

Title: Vice President

IN WITNESS WHEREOF, Grantor and the Collateral Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

KB HOLDINGS, LLC
("Grantor")

By:_____

Name:_____

Title:_____

BANK OF AMERICA, N.A.
(The "Collateral Agent")

By: Andrea Lipotace

Name: Andrea Lipotace

Title: Vice President

EXHIBIT A
To Trademark Security Agreement

Trademark	Country	Filing Date	Application No.	Registration Date	Registration No.	Status
BE-BOPPIN' BOOGIE LIGHTS	UNITED STATES	05-Sep-01	76/309,150	14-Jan-03	2,674,290	REGISTERED
COLORFUL EXPRESSIONS HAVE FUN EXPRESSING YOURSELF	UNITED STATES	18-Jul-03	76/530,269			PENDING
COOL CARS	UNITED STATES	08-Sep-03	76/543,277			PENDING
CRITTER CORNER	UNITED STATES	26-Feb-03	76/219,253			ALLOWED
EKID	UNITED STATES	22-Feb-00	75/923,627	09-Jul-02	2,590,410	REGISTERED
EKID	UNITED STATES	22-Feb-00	75/923,627	09-Jul-02	2,590,410	REGISTERED
EKIDS	NEW ZEALAND	12-Nov-98	301256	12-Nov-98	301256	REGISTERED
EKIDS	PERU	09-May-00	105837	28-Nov-00	67831	REGISTERED
EKIDS	PERU	24-May-00	106831	27-Oct-00	23414	REGISTERED
EKIDS	POLAND	10-May-00	2218217			PENDING
EKIDS	NEW ZEALAND	05-May-00	613827	09-Nov-00	613827	REGISTERED
EKIDS	FEDERATION OF RUSSIA	13-Oct-99	99716526	11-Jan-01	198535	REGISTERED
EKIDS	NORWAY	09-Nov-99	1999-11659	07-Sep-00	204551	REGISTERED
EKIDS	NORWAY	09-Nov-99	1999-11660	27-Apr-00	202570	REGISTERED
EKIDS	PERU	09-May-00	105836	07-Nov-00	23548	REGISTERED
EKIDS	MEXICO	19-Oct-99	395699	24-Feb-00	643119	REGISTERED
EKIDS	PARAGUAY	08-May-00	10359	15-Dec-00	231059	REGISTERED
EKIDS	JAPAN	17-Jan-00	2000-002084	15-Sep-00	4417880	REGISTERED
EKIDS	UNITED STATES	28-Apr-00	76/037,234			PENDING
EKIDS	UNITED STATES	28-Apr-00	76/037,229			PENDING
EKIDS	UNITED STATES	28-Apr-00	76/037,227			ALLOWED
EKIDS	UNITED STATES	20-Nov-00	76/037,050			PENDING
EKIDS	UNITED STATES	07-Jul-99	75/746,838	20-Mar-01	2,436,417	REGISTERED
EKIDS	VENEZUELA	04-May-00	7300/2000			PENDING
EKIDS	SOUTH AFRICA	05-May-00	2000/06542			ABANDONED
EKIDS	SOUTH AFRICA	05-May-00	2000/06543			PENDING
EKIDS	SOUTH AFRICA	05-May-00	2000/06544			PENDING
EKIDS	PARAGUAY	08-May-00	10358	15-Dec-00	231058	REGISTERED
EKIDS	CHILE	19-May-00	487018	16-Nov-00	582671	REGISTERED
EKIDS	AUSTRALIA	05-Oct-99	809259	24-Mar-00	809259	REGISTERED
EKIDS	BRAZIL	23-Nov-99	821614320			PENDING
EKIDS	SWITZERLAND	19-Nov-99	10506/1999	05-May-00	472040	REGISTERED
EKIDS	SWITZERLAND	14-Oct-99	09254/1999	05-May-00	471977	REGISTERED
EKIDS	JAPAN	17-Jan-00	2000-002084	15-Sep-00	4417880	REGISTERED
EKIDS	CHILE	19-May-00	487021			PENDING
EKIDS	MEXICO	19-Oct-99	395700	26-Jul-00	664999	REGISTERED
EKIDS	COLOMBIA	04-May-00	00032015			PENDING
EKIDS	COLOMBIA	04-May-00	00032012			PENDING
EKIDS	ISRAEL	13-Oct-99	131387	04-Mar-01	131387	REGISTERED
EKIDS	ISRAEL	13-Oct-99	131388	19-Nov-00	131388	REGISTERED
EKIDS	INDIA	17-Nov-98	827916			PENDING
EKIDS	INDIA	04-Nov-99	885429			PENDING
EKIDS	JAPAN	08-Dec-99	11-112701	20-Oct-00	4426607	REGISTERED
EKIDS	TAIWAN	11-Nov-99	88056499	01-Dec-00	133380	REGISTERED
EKIDS	JAPAN	17-Jan-00	2000-002084	15-Sep-00	4417880	REGISTERED
EKIDS	SWITZERLAND	14-Oct-99	09254/1999	05-May-00	471977	REGISTERED
EKIDS	FEDERATION OF RUSSIA	13-Oct-99	9971625	29-Dec-00	198273	REGISTERED
E-KIDZ	UNITED STATES	29-Apr-98	75/476,911	14-Mar-00	2,327,905	REGISTERED
ETOYS	JAPAN	26-Nov-96	10-100712	18-Feb-00	4363065	REGISTERED
ETOYS	UNITED STATES	19-May-97	75/293,818	22-Sep-98	2,191,558	REGISTERED
ETOYS	UNITED STATES	06-Nov-95	75/642,089			ALLOWED
ETOYS	UNITED STATES	24-Dec-98	75/611,845	20-Jan-04	2,806,036	REGISTERED
ETOYS	TAIWAN	16-Nov-98	87553307	01-Dec-99	118656	REGISTERED
ETOYS	FEDERATION OF RUSSIA	12-Nov-98	98717933	24-Apr-00	187798	REGISTERED
ETOYS	NEW ZEALAND	12-Nov-98	301256	12-Nov-98	301256	REGISTERED
ETOYS	MEXICO	27-Nov-98	355694	29-Sep-99	625842	REGISTERED

EXHIBIT A
To Trademark Security Agreement

ETOYS	JAPAN	26-Nov-98	10-100712	18-Feb-00	4363065	REGISTERED
ETOYS	INDIA	17-Nov-98	827916			PENDING
ETOYS	ISRAEL	12-Nov-98	123822	04-Nov-99	123822	REGISTERED
ETOYS	CHINA	10-Dec-98	9800139269	28-Apr-00	1391615	REGISTERED
ETOYS	NORWAY	12-Nov-98	1998 10302	19-Aug-99	198862	REGISTERED
ETOYS	HONG KONG	13-Nov-98	15153/98	13-Nov-98	B1531/2000	REGISTERED
ETOYS	ARGENTINA	18-Nov-99	2252807	23-Apr-01	1826133	REGISTERED
ETOYS	BRAZIL	24-Nov-99	821815610			PENDING
ETOYS	GERMANY	24-Mar-99	39917221.1	11-May-00	39917221	REGISTERED
ETOYS.COM (& DESIGN)	SWITZERLAND	11-Nov-98	09278/1998	25-Jul-02	501578	REGISTERED
GEOGENIOUS INTERACTIVE USA	UNITED STATES	25-May-99	75/718,008	11-Apr-00	2,341,203	REGISTERED
HYPERNATION	UNITED STATES	14-Jan-00	75/896,973			ABANDONED
HYPERZONE	UNITED STATES	08-Nov-99	75/844,572			ABANDONED
K B TOYS CLEARANCE	UNITED STATES	20-Feb-01	76/212,547			ALLOWED
K*B BLITZ DELIVERY (STYLIZED)	UNITED STATES	23-Jun-99	75/735,770	02-Jan-01	2,417,079	REGISTERED
K*B TOY EXPRESS (STYLIZED)	UNITED STATES	10-Jan-97	75/224,192	29-Jun-99	2,256,262	REGISTERED
K*B TOY WORKS	UNITED STATES	10-Jan-97	75/223,850	17-Nov-98	2,203,538	REGISTERED
K*B TOYS	UNITED STATES	10-Jan-97	75/223,826	01-Sep-98	2,185,412	REGISTERED
K*B TOYS	CANADA	10-Oct-97	858415	28-Jan-00	522495	REGISTERED
K*BKIDS.COM	UNITED STATES	09-Aug-99	75/771,932	11-Jul-00	2,366,339	REGISTERED
KARAOKE DANCE PARTY MACHINE	UNITED STATES	12-Jun-97	75/307,963	14-Dec-99	2,301,007	REGISTERED
KAY TOYS BEE (IN DESIGN ELEMENT)	UNITED STATES	29-Feb-96	75/065,721	04-Feb-97	2,035,542	REGISTERED
KAY-BEE AMERICA'S TOY STORE	UNITED STATES	06-Aug-90	74/084,912	16-Jul-91	1,651,141	REGISTERED
KAY-BEE TOY & HOBBY	UNITED STATES	19-Oct-84	73/504,580	11-Jun-85	1,341,681	REGISTERED
KAY-BEE TOY OUTLET	UNITED STATES	03-Nov-97	75/383,599	04-Jul-00	2,364,972	REGISTERED
KAY-BEE TOY STORES	UNITED STATES	06-Aug-90	74/084,911	30-Jul-91	1,652,713	REGISTERED
KAY-BEE TOYS	UNITED STATES	03-Nov-97	75/383,574	14-Dec-99	2,300,569	REGISTERED
KB BABY	UNITED STATES	08-Sep-03	76/543,300			ALLOWED
KB TOY	UNITED STATES	12-Apr-93	74/377,836	15-Nov-94	1,863,363	REGISTERED
MISCELLANEOUS DESIGN (LITTLE TOY SOLDIER)	UNITED STATES	01-Oct-84	73/501,812	15-Oct-85	1,366,022	REGISTERED
MISCELLANEOUS DESIGN (MAGNIFYING GLASS)	UNITED STATES	22-Feb-99	75/644,821	04-Jul-00	2,364,147	REGISTERED
PLAY AT ETOYS	UNITED STATES	05-Nov-99	75/842,090			ALLOWED
PLAY THINGS (AND WHIMSICAL DESIGN)	UNITED STATES	01-Feb-88	73/708,703	28-Feb-89	1,527,480	REGISTERED
PLAY@ETOYS	UNITED STATES	05-Nov-99	75/842,092			ALLOWED
SNUGEEZ	UNITED STATES	30-Aug-04	78/475,746			PENDING
STREET N' STRIP	UNITED STATES	08-Sep-03	76/543,278			ABANDONED
SURE SHIP	UNITED STATES	03-Aug-99	75/767,168			ABANDONED
SURPRISE OF THE DAY	UNITED STATES	30-Aug-99	75/786,073	18-Jul-00	2,368,677	REGISTERED
THE PLACE TO PLAY ONLINE	UNITED STATES	05-Nov-99	75/842,091			ALLOWED
THE SOFTWARE LOUNGE	UNITED STATES	30-Nov-99	75/861,138	20-Mar-01	2,436,709	REGISTERED
THE TOY MOM	UNITED STATES	23-Mar-00	76/008,084	02-Oct-01	2,495,094	REGISTERED
TINA THE TOY MOM	UNITED STATES	23-Mar-00	76/008,085	09-Oct-01	2,497,175	REGISTERED
TODAY'S SPOTLIGHT	UNITED STATES	22-Nov-99	75/854,645	24-Oct-00	2,397,916	REGISTERED
TOY LIQUIDATORS	WISCONSIN	17-Jun-87	N/A	17-Jun-87	350884	REGISTERED
TOY LIQUIDATORS	NEBRASKA	26-Sep-94	22800631	26-Sep-94	1336528	REGISTERED
TOY LIQUIDATORS	UNITED STATES	30-Oct-97	75/381,855	25-Jul-00	2,369,727	REGISTERED
TOY WORKS	MASSACHUSETTS	29-Aug-94	22500861	29-Aug-94	50039	REGISTERED
TOY WORKS	CALIFORNIA		31700275	19-Apr-96	045855	REGISTERED
TOY WORKS	ILLINOIS	16-Aug-94	22400129	16-Aug-94	079093	ABANDONED
TOY WORKS	MARYLAND	19-Aug-94	22500347	19-Aug-94	1994-S3295	REGISTERED
TOY WORKS	MICHIGAN		NA	11-Mar-96	M00908	REGISTERED
TOY WORKS	MAINE		32100825	06-May-96	19960292	REGISTERED
TOY WORKS	NEW JERSEY	31-May-96	32500600	31-May-96	SM13993	REGISTERED
TOY WORKS	RHODE ISLAND	04-Oct-94	232007700	04-Oct-94	94104	REGISTERED
TOY WORKS	VIRGINIA	24-Aug-94	22601093	24-Aug-94	6056	REGISTERED
TOY WORKS	WISCONSIN		26501107	15-Feb-95	26501107	ABANDONED
TOY WORKS (STYLIZED)	UNITED STATES	29-Aug-94	74/666,900	02-Jun-98	2,161,162	REGISTERED
TOYSEARCH	UNITED STATES	04-Jun-98	75/496,078	13-Apr-99	2,238,000	REGISTERED
TOYWORKS & DESIGN	UNITED STATES	23-Oct-85	75/016,116	14-Oct-97	2,104,633	REGISTERED

EXHIBIT A
To Trademark Security Agreement

WATER COMBAT	UNITED STATES	07-Jan-98	75/414,982	21-Sep-99	2,280,020	REGISTERED
WE BRING THE TOY STORE TO YOU	UNITED STATES	04-Jun-98	75/496,185	28-Dec-99	2,304,854	REGISTERED
WE GET TOYS	UNITED STATES	02-Sep-99	75/790,954	05-Jun-01	2,459,457	REGISTERED
WE GET TOYS	CANADA	12-Jul-00	1,061,680	19-Sep-02	567,685	REGISTERED
WEEKEND SPOTLIGHT	UNITED STATES	22-Nov-99	75/854,324	24-Oct-00	2,397,905	REGISTERED
WHERE DREAMS BEGIN	UNITED STATES	10-Nov-03	78/325,367			ABANDONED
WHERE GREAT IDEAS COME TO YOU	UNITED STATES	30-Sep-99	75/812,233	13-Mar-01	2,435,960	REGISTERED