

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)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) NV

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) August 29, 2005

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**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)

**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 19-3645

Authorized User Name Christopher E. Kondracki

9. Signature:   
Signature

11/18/05  
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 76530268

**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**

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

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's 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")

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

By: *David T. Pyne*

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

Name: David T. Pyne

Name: Andrea Liporace

Title: Manager

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.

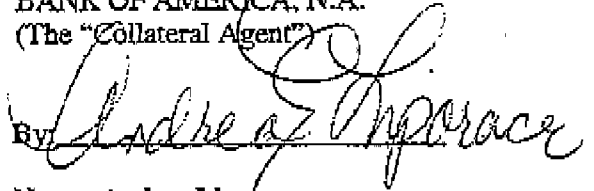
KE HOLDINGS, LLC  
("Grantor")

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: 

Name: Andrea Liporace

Title: Vice President

EXHIBIT A  
To Trademark Security Agreement

| Trademark   | Country              | Filing Date | App. No.    | Registration Date | Serial No. | Status     |
|---|----------------------|-------------|-------------|-------------------|------------|------------|
| BE-BOPPIN' BOOGIE LIGHTS                          | UNITED STATES        | 05-Sep-01   | 76/308,150  | 14-Jan-03         | 2,674,290  | REGISTERED |
| COLORFUL EXPRESSIONS HAVE FUN EXPRESSING YOURSELF | UNITED STATES        | 19-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               | 08-Nov-99   | 1999-11659  | 07-Sep-00         | 204551     | REGISTERED |
| EKIDS   | NORWAY               | 08-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             | 06-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   | 76/037,237  |                   |            | ALLOWED    |
| EKIDS   | UNITED STATES        | 20-Nov-00   | 76/037,050  |                   |            | PENDING    |
| EKIDS   | UNITED STATES        | 07-Jul-99   | 75/745,838  | 20-Mar-01         | 2,436,417  | REGISTERED |
| EKIDS   | VENEZUELA            | 04-May-00   | 73002000    |                   |            | PENDING    |
| EKIDS   | SOUTH AFRICA         | 05-May-00   | 2000/08642  |                   |            | ABANDONED  |
| EKIDS   | SOUTH AFRICA         | 05-May-00   | 2000/08643  |                   |            | PENDING    |
| EKIDS   | SOUTH AFRICA         | 05-May-00   | 2000/08644  |                   |            | PENDING    |
| EKIDS   | PARAGUAY             | 08-May-00   | 10358       | 15-Dec-00         | 231058     | REGISTERED |
| EKIDS   | CHILE                | 19-May-00   | 487018      | 18-Nov-00         | 582671     | REGISTERED |
| EKIDS   | AUSTRALIA            | 06-Oct-99   | 800259      | 24-Mar-00         | 809259     | REGISTERED |
| EKIDS   | BRAZIL               | 23-Nov-99   | 821614320   |                   |            | PENDING    |
| EKIDS   | SWITZERLAND          | 19-Nov-99   | 09254/1999  | 05-May-00         | 471977     | 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-98   | 885429      |                   |            | PENDING    |
| EKIDS   | JAPAN                | 08-Dec-99   | 11-112701   | 20-Oct-00         | 4426607    | REGISTERED |
| EKIDS   | TAIWAN               | 11-Nov-99   | 68056499    | 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         | 199273     | REGISTERED |
| E-KIDZ  | UNITED STATES        | 28-Apr-98   | 73/476,311  | 14-Mar-00         | 2,327,905  | REGISTERED |
| ETOYS   | JAPAN                | 26-Nov-98   | 70-100712   | 18-Feb-00         | 4363065    | REGISTERED |
| ETOYS   | UNITED STATES        | 19-May-97   | 75/293,818  | 22-Sep-98         | 2,181,558  | REGISTERED |
| ETOYS   | UNITED STATES        | 05-Nov-98   | 73/842,088  |                   |            | ALLOWED    |
| ETOYS   | UNITED STATES        | 24-Dec-98   | 73/611,845  | 20-Jan-04         | 2,806,036  | REGISTERED |
| ETOYS   | TAIWAN               | 16-Nov-98   | 8753307     | 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   | 355684      | 25-Sep-99         | 625842     | REGISTERED |

EXHIBIT A  
To Trademark Security Agreement

|   |               |           |            |           |            |            |
|---|---------------|-----------|------------|-----------|------------|------------|
| ETOYS                                     | JAPAN         | 26-Nov-98 | 10-100712  | 18-Feb-00 | 4363085    | REGISTERED |
| ETOYS                                     | INDIA         | 17-Nov-98 | 827916     |           |            | PENDING    |
| ETOYS                                     | ISRAEL        | 12-Nov-98 | 125822     | 04-Nov-98 | 123622     | REGISTERED |
| ETOYS                                     | CHINA         | 10-Dec-98 | 9800139269 | 28-Apr-00 | 1391815    | REGISTERED |
| ETOYS                                     | NORWAY        | 12-Nov-98 | 1998 10302 | 19-Aug-98 | 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 | 1826153    | 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-96 | 09278/1998 | 25-Jul-02 | 501578     | REGISTERED |
| GEOPENIOUS INTERACTIVE USA                | UNITED STATES | 25-May-99 | 75/718,008 | 11-Apr-00 | 2,341,203  | REGISTERED |
| HYPERNATION                               | UNITED STATES | 14-Jan-00 | 75/898,973 |           |            | 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 | 75/224,182 | 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 | 85/415     | 28-Jan-00 | 522495     | REGISTERED |
| K'BKIDS.COM                               | UNITED STATES | 09-Aug-99 | 75/771,932 | 11-Jul-00 | 2,365,339  | 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-98 | 75/065,721 | 04-Feb-97 | 2,035,542  | REGISTERED |
| KAY-SEE 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 | 75/393,599 | 04-Jul-00 | 2,364,372  | REGISTERED |
| KAY-BEE TOY STORES                        | UNITED STATES | 06-Aug-90 | 74/084,911 | 30-Jul-91 | 1,652,313  | REGISTERED |
| KAY-BEE TOYS                              | UNITED STATES | 03-Nov-97 | 75/393,574 | 14-Dec-99 | 2,300,569  | REGISTERED |
| KB BABY                                   | UNITED STATES | 09-Sep-03 | 78/543,300 |           |            | 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 | 73/591,812 | 15-Oct-85 | 1,366,022  | REGISTERED |
| MISCELLANEOUS DESIGN (MAGNIFYING GLASS)   | UNITED STATES | 22-Feb-99 | 75/644,821 | 04-Jul-00 | 2,384,147  | REGISTERED |
| PLAY AT ETOYS                             | UNITED STATES | 05-Nov-99 | 75/842,090 |           |            | ALLOWED    |
| PLAY THINGS (AND WHIMSICAL DESIGN)        | UNITED STATES | 01-Feb-83 | 73/708,703 | 26-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 | 78/543,278 |           |            | ABANDONED  |
| SURE SHIP                                 | UNITED STATES | 03-Aug-99 | 75/767,168 |           |            | ABANDONED  |
| SURPRISE OF THE DAY                       | UNITED STATES | 30-Aug-99 | 75/788,079 | 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-98 | 75/861,136 | 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-98 | 75/854,645 | 24-Oct-00 | 2,397,916  | REGISTERED |
| TOY LIQUIDATORS                           | WISCONSIN     | 17-Jun-87 | N/A        | 17-Jun-87 | 350984     | REGISTERED |
| TOY LIQUIDATORS                           | NEBRASKA      | 26-Sep-94 | 22600631   | 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 | 25-Aug-94 | 22500681   | 29-Aug-94 | 50039      | REGISTERED |
| TOY WORKS                                 | CALIFORNIA    |           | 31700276   | 19-Apr-96 | 049655     | REGISTERED |
| TOY WORKS                                 | ILLINOIS      | 16-Aug-94 | 22400129   | 16-Aug-94 | 078093     | ABANDONED  |
| TOY WORKS                                 | MARYLAND      | 19-Aug-94 | 22600347   | 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 | 22601089   | 24-Aug-94 | 5056       | REGISTERED |
| TOY WORKS                                 | WISCONSIN     |           | 26501107   | 15-Feb-95 | 26501107   | ABANDONED  |
| TOY WORKS (STYLIZED)                      | UNITED STATES | 29-Aug-94 | 74/586,900 | 02-Jun-98 | 2,161,162  | REGISTERED |
| TOYSEARCH                                 | UNITED STATES | 04-Jun-98 | 79/496,078 | 13-Apr-99 | 2,238,000  | REGISTERED |
| TOYWORKS & DESIGN                         | UNITED STATES | 23-Oct-85 | 75/016,116 | 14-Oct-87 | 2,104,633  | REGISTERED |

EXHIBIT A  
To Trademark Security Agreement

|                               |               |           |            |           |           |            |
|-------------------------------|---------------|-----------|------------|-----------|-----------|------------|
| WATER COMBAT                  | UNITED STATES | 07-Jan-98 | 75/414,952 | 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 | 2,458,457 | REGISTERED |
| WE GET TOYS                   | CANADA        | 12-Jul-00 | 1,061,660  | 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 | 75/325,367 |           |           | ABANDONED  |
| WHERE GREAT IDEAS COME TO YOU | UNITED STATES | 30-Sep-99 | 75/812,233 | 13-Mar-01 | 2,435,960 | REGISTERED |