

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/13/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ZB Company, Inc.		10/13/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ZB Toys Acquisition, L.L.C.
Street Address:	c/o Koenig & Associates
Internal Address:	P.O. Box 1140
City:	Summerland
State/Country:	CALIFORNIA
Postal Code:	93067
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	78217732	ZANY BRAINY KIDS
Serial Number:	74231765	A ZILLION NEAT THINGS FOR KIDS
Serial Number:	74203317	ZANY BRAINY
Serial Number:	74311435	ZANY BRAINY
Serial Number:	74401224	NOODLE KIDOODLE
Serial Number:	75030191	KIDS LEARN BEST WHEN THEY'RE HAVING FUN
Serial Number:	75539490	MY LITTLE PLAY PALS
Serial Number:	75539497	DOLLS TO LOVE
Serial Number:	75663414	KIDSTRUMENTS
Serial Number:	75663415	WHY TAKE AN EXTRAORDINARY KID TO AN ORDINARY TOY STORE?
Serial Number:	75663417	FREE FUN EVERY DAY

OP \$490.00 78217732

Serial Number:	75611215	ZANY BRAINY
Serial Number:	75856022	ZANYBRAINY.COM
Serial Number:	75788783	OCEANMOTION
Serial Number:	75611592	ZANY PRICE CHOMPER
Serial Number:	75611246	ZANYBRAINY.COM
Serial Number:	75768225	DREAM DOUGH
Serial Number:	75539496	HUGS 'N' SNUGS
Serial Number:	75824712	DREAM DOUGH

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: P.O. Box 1140
Address Line 4: Summerland, CALIFORNIA 93067

ATTORNEY DOCKET NUMBER:	2500-100
NAME OF SUBMITTER:	Kurt Koenig
Signature:	/Kurt Koenig/
Date:	04/12/2006

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into as of **October 13, 2004** ("Effective Date") by and among ZB Toys Acquisition, L.L.C., a Delaware limited liability company, its affiliate, or its designee (collectively "Assignees") and Children Books and Toys, Inc. (formerly FAO, Inc.) and ZB Company, Inc., a Delaware Corporation (or a court-appointed trustee acting on behalf of its estate ("Assignors") under Case No. 03-13672 (JBR) in the United States Bankruptcy Court for the District of Delaware.

WHEREAS, Assignors and Assignees are parties to that certain Asset Purchase Agreement of even date which was approved by the United States Bankruptcy Court for the District of Delaware, pursuant to which Assignors have agreed to sell to the Assignees certain assets (as defined in the Purchase Agreement) and all of Assignors' rights, title and interests therein, including without limitation the trademarks, trade names, brands, slogans, domain names, 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 Assignees agree as follows:

1. Assignors hereby sell, grant, assign, transfer, and deliver to Assignees 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 Assignees 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. 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 Assignees as assignee of the entire right, title and interest therein or otherwise as Assignees may direct, in accordance with this instrument of assignment, and to issue to Assignees 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.

3. Assignors hereby agree to execute such other documents and take such other actions as may be reasonably requested by Assignees to evidence more fully the transfer of ownership of the Trademarks to Assignees. Each Assignor hereby appoints Assignees, 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 Assignees, or to its successors or assigns, the rights hereby transferred.

4. 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 the Effective Date.

ASSIGNORS:

Children's Books and Toys, Inc. (formerly FAO, Inc.)

BY: 

Name: Jerry Kollar
Title: SVP - Finance and Controller
¹
Foreman

AND LIQUIDATION TRUST FOR THE ZB COMPANY INC ET AL LIQUIDATION TRUST AS SUCCESSOR IN INTEREST TO CHILDREN'S BOOKS AND TOYS, INC.

ZB COMPANY, INC.

BY: 

Name: Jerry Kollar
Title: SVP - Finance and Controller
¹
Foreman

AND LIQUIDATION TRUST FOR THE ZB COMPANY INC ET AL LIQUIDATION TRUST AS SUCCESSOR IN INTEREST TO ZB COMPANY, INC.

EXHIBIT A SCHEDULE OF TRADEMARKS

	<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Regis. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
1	ZANY BRAINY KIDS	<u>USA</u>	78217732		02/21/2003	
2	A ZILLION NEAT THINGS FOR KIDS	<u>USA</u>	74231765	1730089	12/19/1991	11/03/1992
3	ZANY BRAINY	<u>USA</u>	74203317	1735825	09/03/1991	11/24/1992
4	ZANY BRAINY & Design	<u>USA</u>	74311435	1781919	09/08/1992	07/13/1993
5	NOODLE KIDOODLE	<u>USA</u>	74401224	1971605	06/14/1993	04/30/1996
6	KIDS LEARN BEST WHEN THEY'RE HAVING FUN	<u>USA</u>	75030191	2010223	12/11/1995	10/22/1996
7	ZANY ZONE	<u>USA</u>	75323100	2185796	07/11/1997	09/01/1998
8	KIDSULTANT	<u>USA</u>	75343031	2223839	08/18/1997	02/16/1999
9	MY LITTLE PLAY PALS	<u>USA</u>	75539490	2322479	08/19/1998	02/22/2000
10	DOLLS TO LOVE	<u>USA</u>	75539497	2322480	08/19/1998	02/22/2000
11	KIDSTRUMENTS	<u>USA</u>	75663414	2324283	03/19/1999	02/29/2000
12	WHY TAKE AN EXTRAORDINARY KID TO AN ORDINARY TOY STORE?	<u>USA</u>	75663415	2338200	03/19/1999	04/04/2000
13	FREE FUN EVERY DAY	<u>USA</u>	75663417	2346949	03/19/1999	05/02/2000
14	ZANY BRAINY	<u>USA</u>	75611215	2394856	12/23/1998	10/17/2000
15	ZANYBRAINY.COM & Design	<u>USA</u>	75856022	2412354	11/22/1999	12/12/2000
16	OCEANMOTION	<u>USA</u>	75788783	2426455	08/20/1999	02/06/2001
17	ZANY PRICE CHOMPER & Design	<u>USA</u>	75611592	2429187	12/23/1998	02/20/2001
18	ZANYBRAINY.COM	<u>USA</u>	75611246	2439127	12/23/1998	03/27/2001

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	<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Regis. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
19	DREAM DOUGH	<u>USA</u>	75768225	2439498	08/05/1999	03/27/2001
20	HUGS 'N' SNUGS & Design	<u>USA</u>	75539496	2449637	08/19/1998	05/08/2001
21	DREAM DOUGH & Design	<u>USA</u>	75824712	2513286	10/15/1999	11/27/2001
22	ZANY BRAINY	<u>Mexico</u>	319242	695449	01/12/1998	04/25/2001
23	ZANY BRAINY (Japan)	<u>Japan</u>	7491/1998	4280996	01/30/1998	06/11/1999
24	ZANY BRAINY	<u>CTM</u>	707794	707794	12/15/1997	08/03/1999
25	ZANY BRAINY (Canada)	<u>Canada</u>	864671		12/18/1997	
26	ZANY BRAINY	<u>Australia</u>		751819		12/24/1997