

**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> |
| THE STEP2 COMPANY            |  | 04/12/2006            | CORPORATION: OHIO  |

|                             |                                     |
|-----------------------------|-------------------------------------|
| <b>RECEIVING PARTY DATA</b> |                                     |
| <b>Name:</b>                | THE STEP2 COMPANY, LLC              |
| <b>Street Address:</b>      | 10010 Aurora-Hudson Road            |
| <b>City:</b>                | Streetsboro                         |
| <b>State/Country:</b>       | OHIO                                |
| <b>Postal Code:</b>         | 44241                               |
| <b>Entity Type:</b>         | LIMITED LIABILITY COMPANY: DELAWARE |

**PROPERTY NUMBERS Total: 15**

| Property Type        | Number  | Word Mark         |
|----------------------|---------|-------------------|
| Registration Number: | 2159112 | A STEP BEYOND     |
| Registration Number: | 2264072 | A STEP BEYOND     |
| Registration Number: | 2587731 | BOOT BENCH        |
| Registration Number: | 2587730 | GARDEN KNEELER    |
| Registration Number: | 2831220 |                   |
| Registration Number: | 2873136 |                   |
| Registration Number: | 2732991 | MAILMASTER        |
| Registration Number: | 2753886 | NATURALLY PLAYFUL |
| Registration Number: | 2741295 | POP & WHIRL       |
| Registration Number: | 1892697 | STEP 2            |
| Registration Number: | 1705038 | STEP 2            |
| Registration Number: | 1756878 | STEP 2            |
| Registration Number: | 1877170 | STEP 2            |
| Registration Number: | 2665621 | THUNDERVOLTZ      |

OP \$390.00 2159112

Registration Number:

2667401

WICKER WEAVE

**CORRESPONDENCE DATA**

Fax Number: (704)339-3425

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 704-377-8125

Email: jhunter@rbh.com

Correspondent Name: Jayne C. Hunter

Address Line 1: 101 North Tryon Street

Address Line 2: Suite 1900

Address Line 4: Charlotte, NORTH CAROLINA 28246

ATTORNEY DOCKET NUMBER:

12714.01034

NAME OF SUBMITTER:

Jayne C. Hunter

Signature:

/Jayne C. Hunter/

Date:

04/17/2006

**Total Attachments: 5**

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**ASSIGNMENT OF  
PATENTS AND TRADEMARKS**

**WHEREAS**, The Step2 Company, an Ohio corporation (“Assignor”) is the owner of the trademark and service mark registrations and applications in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such trademark and service mark registrations and applications, collectively, the “Trademarks”) and is the owner of the patents and patent applications listed on Schedule A attached hereto, (all such patents and patent applications, collectively, the “Patents”);

**WHEREAS**, Assignor and The Step2 Company, LLC, a Delaware limited liability company (the “Assignee”) are party to an Agreement and Plan of Merger, dated as of April 6, 2006, pursuant to which Assignor shall merge into the Assignee and the Assignee shall be the surviving entity (the “Merger”);

**WHEREAS**, in connection with the Merger, Assignee shall acquire any and all rights that Assignor may have in and to the Patents and Trademarks, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks, along with the right to recover for damages and profits for past infringements thereof; and

**WHEREAS**, the Assignor and the Assignee desire to evidence and record such assignment with the United States Patent and Trademark Office.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign and grant to the Assignee all of its right, title and interest in and to the Patents and the Trademarks, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks, along with the right to recover for damages and profits for past infringements thereof. Assignor further agrees to execute and deliver at the request of the Assignee, all papers, instruments and assignments, and to perform all other reasonable acts the Assignee may require in order to vest all Assignor’s right, title and interest in and to the Patents and Trademarks to Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee.

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**ASSIGNOR:**

**THE STEP2 COMPANY**

By: James R. Miller  
Title: Executive VP of Finance

State of Ohio

County of Summit

Before me appeared James R. Miller, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf or on behalf of the identified corporation or other juristic entity with authority to do so.

This 12<sup>th</sup> day of April, 2006.

Heather R. Bedillion  
Notary Public

(Seal)







Heather R. Bedillion  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires: 05/03/10

My Commission Expires: 5/3/10

**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

| <b>Mark</b>   | <b>Jurisdiction</b> | <b>Serial No./<br/>Filing Date</b> | <b>Reg. No./<br/>Reg. Date</b> |
|---|---------------------|------------------------------------|--------------------------------|
| A STEP BEYOND   | U.S.                | 75/333,727<br>7/31/97              | 2,159,112<br>5/19/98           |
| A STEP BEYOND   | U.S.                | 75/333,544<br>7/31/97              | 2,264,072<br>7/27/99           |
| BOOT BENCH  | U.S.                | 76/166,103<br>11/15/00             | 2,587,731<br>7/2/02            |
| GARDEN KNEELER  | U.S.                | 76/166,102<br>11/15/00             | 2,587,730<br>7/2/02            |
| Mailbox Design<br>  | U.S.                | 76/300,137<br>8/14/01              | 2,831,220<br>4/13/04           |
| Mailbox Design<br> | U.S.                | 76/299,414<br>8/14/01              | 2,873,136<br>8/17/04           |
| MAILMASTER  | U.S.                | 76/281,024<br>7/6/01               | 2,732,991<br>7/1/03            |
| NATURALLY PLAYFUL   | U.S.                | 76/277,862<br>6/28/01              | 2,753,886<br>8/19/03           |
| POP & WHIRL   | U.S.                | 76/394,858<br>4/12/02              | 2,741,295<br>7/29/03           |
| STEP 2  | U.S.                | 74/200,699<br>9/4/91               | 1,892,697<br>5/2/95            |
| STEP 2  | U.S.                | 74/202,161<br>9/6/91               | 1,705,038<br>8/4/92            |
| STEP 2<br>         | U.S.                | 74/202,164<br>9/6/91               | 1,756,878<br>3/9/93            |

| Mark  | Jurisdiction | Serial No./<br>Filing Date | Reg. No./<br>Reg. Date |
|---|--------------|----------------------------|------------------------|
| STEP 2<br> | U.S.         | 74/200,633<br>9/4/91       | 1,877,170<br>1/31/95   |
| THUNDERVOLTZ  | U.S.         | 76/257,400<br>5/15/01      | 2,665,621<br>12/24/02  |
| WICKER WEAVE  | U.S.         | 76/254,963<br>5/10/01      | 2,667,401<br>12/24/02  |
| STEP 2  | Canada       | 0756864<br>6/7/94          | TMA515367<br>8/5/99    |
| STEP 2  | France       | 93 482341<br>9/3/93        | 93 482341<br>9/3/93    |
| STEP2   | Germany      | 399773851<br>12/7/99       | 39977385<br>8/1/00     |
| STEP 2  | Italy        | 4900 2003<br>RM<br>9/18/03 |                        |

### PATENTS

| Title           | Patent No.<br>Issue Date |
|-----------------|--------------------------|
| Plastic mailbox | D497,465                 |
| Toy kitchen     | D492,741                 |
| Toy kitchen     | D492,369                 |
| Toy kitchen     | D490,862                 |
| Toy kitchen     | D490,124                 |
| Toy kitchen     | D490,123                 |
| Toy kitchen     | D489,775                 |
| Toy kitchen     | D489,774                 |
| Plastic mailbox | D489,160                 |
| Plastic mailbox | D489,159                 |
| Plastic mailbox | D488,908                 |
| Caution device  | D466,825                 |

| <b>Title</b> | <b>Patent No.<br/>Issue Date</b> |
|--------------|----------------------------------|
| Container    | D463,123                         |
| Toy tugboat  | D337,136                         |