

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	IP Amendatory Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KB Holdings, LLC		01/31/2007	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	PKBT Lending LLC, as Collateral Agent
Street Address:	623 Fifth Avenue
Internal Address:	32nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2369727	TOY LIQUIDATORS
Registration Number:	2161162	TOY WORKS
Registration Number:	2104633	TOYWORKS
Registration Number:	2435960	WHERE GREAT IDEAS COME TO YOU
Registration Number:	2674290	BE-BOPPIN' BOOGIE LIGHTS
Registration Number:	3101155	COLORFUL EXPRESSIONS HAVE FUN EXPRESSING YOURSELF
Registration Number:	2998915	CRITTER CORNER
Registration Number:	2256262	K B TOY EXPRESS
Registration Number:	2203538	K B TOY WORKS
Registration Number:	2185412	K B TOYS
Serial Number:	76212547	K B TOYS CLEARANCE
Registration Number:	2035542	KAY TOYS BEE

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Registration Number:	1651141	KAY-BEE AMERICA'S TOY STORE
Registration Number:	1341681	KAY-BEE TOY & HOBBY
Registration Number:	2364972	KAY-BEE TOY OUTLET
Registration Number:	1652713	KAY-BEE TOY STORES
Registration Number:	2300569	KAY-BEE TOYS
Registration Number:	1863363	K B TOY
Registration Number:	1366022	
Registration Number:	1527480	PLAY THINGS

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 756-2000
Email: marc.wytenbach@srz.com
Correspondent Name: Marc A. Wytenbach
Address Line 1: Schulte Roth & Zabel LLP
Address Line 2: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	089253/0004
NAME OF SUBMITTER:	Marc A. Wytenbach
Signature:	/beb for maw/
Date:	02/05/2007

Total Attachments: 9
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EXECUTION COPY

IP AMENDATORY AGREEMENT

This IP Amendatory Agreement (this "Agreement") is made as of the 31st day of January, 2007, by and among KB HOLDINGS, LLC, a Nevada limited liability company ("KB Holdings"), with a mailing address at 2835 South Jones Boulevard, Suite 8, Las Vegas, Nevada 89146 and PKBT LENDING LLC, a Delaware limited liability company, as Collateral Agent, with offices at 623 Fifth Avenue, 32nd Floor, New York, New York 10022.

WITNESSETH

WHEREAS, on August 29, 2005, KB Toys Retail, Inc., as lead borrower (the "Lead Borrower"), the other Borrowers identified on the signature pages thereto (together with the Lead Borrower, each a "Borrower" and collectively, the "Borrowers"), the Facility Guarantors party thereto (collectively, the "Facility Guarantors"), the Lenders party thereto (each a "Lender" and collectively, the "Lenders"), PKBT Lending LLC, as Administrative Agent (in such capacity, the "Administrative Agent") and Collateral Agent (in such capacity, the "Collateral Agent") for the Lenders, entered into the Credit Agreement (as amended, modified, supplemented or restated from time to time, the "Existing Credit Agreement");

WHEREAS, concurrently with the execution and delivery of the Existing Credit Agreement, KB Holdings and the Collateral Agent entered into the Intellectual Property Security Agreement, dated as of August 29, 2005;

WHEREAS, on the date hereof, the Borrowers, the Facility Guarantors, the Lenders, the Administrative Agent and Collateral Agent will, concurrently with the execution and delivery of this Agreement, enter into the Amended and Restated Credit Agreement (as the same may be further amended, restated or otherwise modified from time to time in accordance with the terms of the Intercreditor Agreement (as defined therein), the "Amended Credit Agreement") which amends and restates the Existing Credit Agreement;

WHEREAS, on the date hereof, the Senior Credit Agreement (as defined in the Existing Credit Agreement) will be refinanced pursuant to the Credit Agreement (the "New Senior Credit Agreement"), among the Lead Borrower, the other Borrowers party thereto, the Facility Guarantors, the lenders party thereto, and General Electric Capital Corporation, as issuing bank, collateral agent and administrative agent; and

WHEREAS, the parties to the Intellectual Property Security Agreement desire to amend certain of the terms and conditions of such documents to, among other things, reflect the execution and delivery of the Amended Credit Agreement and the New Senior Credit Agreement.

NOW THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the Amended Credit Agreement.
2. Amendments to Intellectual Property Security Agreement.
 - a. Section 1 of the Intellectual Property Security Agreement is hereby amended by inserting immediately following the phrase "dated August 29, 2005" the words ", as amended and restated by the Amended and Restated Credit Agreement, dated as of January 31, 2007".
 - b. Section 14(c) of the Intellectual Property Security Agreement is hereby amended by (i) deleting the reference to "August 29, 2005" as it appears therein and replacing it with "January 31, 2007" and (ii) deleting the words "as in effect on the date hereof" in the parenthetical that follows such date and replacing such words with "as in effect on such date".
 - c. Section 14 (d) of the Intellectual Property Security Agreement is hereby amended and restated to read as follows:

"(d) Intercreditor Legend. The liens and security interests granted hereunder and the rights and obligations evidenced herein are subordinate in the manner and to the extent set forth in the Intercreditor and Lien Subordination Agreement, dated as of January 31, 2007 (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, the "Intercreditor Agreement"), among the Administrative Agent, the Collateral Agent, each of the Loan Parties and Facility Guarantors signatory thereto, and General Electric Capital Corporation, as administrative agent and collateral agent (the "Senior Agent") under the Senior Credit Agreement (as amended and in effect from time to time and as defined in the Credit Agreement), to the liens and security interests granted to the Senior Agent securing indebtedness under the Senior Credit Agreement and guarantees in respect thereof and to the liens and security interests securing any refinancing of indebtedness under the Senior Credit Agreement as permitted by the Intercreditor Agreement. Each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Intercreditor Agreement. Notwithstanding anything to the contrary contained herein, so long as the Intercreditor Agreement remains in effect, in the event of any conflict

between the terms of this Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern."

- d. Exhibit A attached to the Intellectual Property Security Agreement, which lists certain TM Collateral (as defined in the Intellectual Property Security Agreement), is hereby amended and restated in its entirety in the form attached hereto as Exhibit A.
3. Conditions to Effectiveness. This Agreement shall not be effective until each of the following conditions precedent have been fulfilled to the satisfaction of the Administrative Agent and the Lenders:
- a. This Agreement shall have been duly executed and delivered by the parties hereto. The Administrative Agent shall have received a fully executed copy hereof and of each other document required hereunder.
 - b. No Default or Event of Default shall have occurred and be continuing both before and immediately after giving effect to the execution of this Agreement.
 - c. KB Holdings shall have provided such additional instruments and documents to the Collateral Agent as the Collateral Agent and its counsel may have reasonably requested.
4. Ratification. Except as otherwise expressly provided herein, KB Holdings confirms and agrees that (a) each Loan Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects except that on and after the date on which this Agreement is effective all references in any such Loan Document to "the Intellectual Property Security Agreement" shall mean the Intellectual Property Security Agreement, as amended hereby, and (b) to the extent that the Intellectual Property Security Agreement purports to assign or pledge to the Collateral Agent, or to grant to the Collateral Agent a security interest in or lien on, any collateral as security for its obligations from time to time existing in respect of the Loan Documents, such pledge, assignment and/or grant of a security interest or lien is hereby ratified and confirmed in all respects as security for all of its obligations, whether now existing or hereafter arising, including, without limitation, that the term "Obligations" as used in the Intellectual Property Security Agreement shall include such obligations under the Amended Credit Agreement and the Intellectual Property Security Agreement, as amended hereby, and such Obligations shall be secured by the TM Collateral as defined in the Intellectual Property Security Agreement, as modified hereby. This Agreement does not and shall not affect any Obligation, other than as expressly provided herein, of Loan Parties under or arising from any Loan Document, all of which obligations are hereby ratified and shall remain in full force and effect. The execution, delivery and

effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of Agents or the Lenders under the Credit Agreement or any Loan Document, nor constitute a waiver of any provisions of the Credit Agreement or any other Loan Document.

KB Holdings hereby acknowledges and consents to the amendment and restatement of the Existing Credit Agreement pursuant to the Amended Credit Agreement and the replacement of the Prior Intercreditor Agreement with the Intercreditor Agreement entered into between the Collateral Agent and General Electric Capital Corporation. KB Holdings acknowledges and agrees that, except as set forth in this Agreement, the obligations of KB Holdings under the Intellectual Property Security Agreement shall remain in full force and effect, notwithstanding such amendment and restatement, provided that each reference in the Intellectual Property Security Agreement to the Credit Agreement shall mean the Amended Credit Agreement.

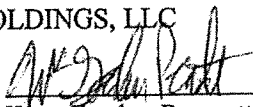
5. Miscellaneous.

- a. KB Holdings shall pay all reasonable out-of-pocket costs and expenses incurred by the Collateral Agent in connection with this Agreement, including, without limitation, all reasonable attorneys' fees.
- b. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same waiver. Delivery of an executed counterpart of this Agreement by telecopier or other electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.
- c. This Agreement expresses the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions or negotiations hereon.
- d. This Agreement shall be governed by and construed in accordance with the law of the State of New York applicable to contracts made and to be performed within such state.
- e. Each Loan Party confirms and agrees that this Agreement shall constitute a Loan Document under the Credit Agreement. Accordingly, it shall be an Event of Default under the Loan Agreement if any representation or warranty made or deemed made by a Loan Party under or in connection with this Agreement shall have been incorrect when made or deemed made or if a Loan Party fails to perform or comply with any covenant or agreement contained herein.

- f. The liens and security interests granted under the Intellectual Property Security Agreement and the rights and obligations evidenced herein are subordinate in the manner and to the extent set forth in the Intercreditor and Lien Subordination Agreement, dated as of January 31, 2007 (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, the "Intercreditor Agreement"), among the Administrative Agent, the Collateral Agent, each of the Loan Parties and Facility Guarantors signatory thereto, and General Electric Capital Corporation, as administrative agent and collateral agent (the "Senior Agent") under the Senior Credit Agreement (as amended and in effect from time to time and as defined in the Credit Agreement), to the liens and security interests granted to the Senior Agent securing indebtedness under the Senior Credit Agreement and guarantees in respect thereof and to the liens and security interests securing any refinancing of indebtedness under the Senior Credit Agreement as permitted by the Intercreditor Agreement. Each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Intercreditor Agreement. Notwithstanding anything to the contrary contained herein, so long as the Intercreditor Agreement remains in effect, in the event of any conflict between the terms of this Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as a sealed instrument as of the day and year first above written.

KB HOLDINGS, LLC

By: 
Name: Wm. Gordon Prescott
Authorized Signatory

PKBT LENDING LLC,
as Collateral Agent

By: _____
Name:
Title:
Address:
623 Fifth Avenue, 32nd Floor
New York, NY 10022
Attn: Jonathan Duskin
Telephone: (212) 756-8054
Telecopy: (212) 756-1480

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as a sealed instrument as of the day and year first above written.

KB HOLDINGS, LLC

By: _____
Name: Wm. Gordon Prescott
Authorized Signatory

PKBT LENDING LLC,
as Collateral Agent

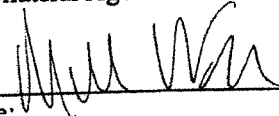
By:  _____
Name:
Title:
Address:
623 Fifth Avenue, 32nd Floor
New York, NY 10022
Attn: Jonathan Duskin
Telephone: (212) 756-8054
Telecopy: (212) 756-1480

EXHIBIT A

CTY	TMARK	APPNO	REGNO	STATUS	FILE	REG
US	BE-BOPPIN' BOOGIE LIGHTS	76/309,150	2,674,290	REGISTERED	09/05/2001	01/14/2003
US	COLORFUL EXPRESSIONS HAVE FUN EXPRESSING YOURSELF	76/530,268	3,101,155	REGISTERED	07/18/2003	06/06/2006
US	CRITTER CORNER	78/219,253	2,998,915	REGISTERED	02/26/2003	09/20/2005
US	K*B TOY EXPRESS (STYLIZED)	75/224,192	2,256,262	REGISTERED	01/10/1997	06/29/1999
US	K*B TOY WORKS	75/223,850	2,203,538	REGISTERED	01/10/1997	11/17/1998
CA	K*B TOYS	858,415	522,495	REGISTERED	10/10/1997	01/28/2000
US	K*B TOYS	75/223,826	2,185,412	REGISTERED	01/10/1997	09/01/1998
US	K B TOYS CLEARANCE	76/212,547		ABANDONED	02/20/2001	
US	KAY TOYS BEE (AND DESIGN)	75/065,721	2,035,542	REGISTERED	02/29/1996	02/04/1997
US	KAY-BEE AMERICA'S TOY STORE	74/084,912	1,651,141	REGISTERED	08/06/1990	07/16/1991
US	KAY-BEE TOY & HOBBY	73/504,580	1,341,681	REGISTERED	10/19/1984	06/11/1985
US	KAY-BEE TOY OUTLET	75/383,599	2,364,972	REGISTERED	11/03/1997	07/04/2000
US	KAY-BEE TOY STORES	74/084,911	1,652,713	REGISTERED	08/06/1990	07/30/1991
US	KAY-BEE TOYS	75/383,574	2,300,569	REGISTERED	11/03/1997	12/14/1999
US	KB TOY	74/377,836	1,863,363	REGISTERED	04/12/1993	11/15/1994
US	MISCELLANEOUS DESIGN (LITTLE TOY SOLDIER)	73/501,812	1,366,022	REGISTERED	10/01/1984	10/15/1985
US	PLAY THINGS (AND WHIMSICAL DESIGN)	73/708,703	1,527,480	REGISTERED	02/01/1988	02/28/1989

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CTY	TMARK	APPNO	REGNO	STATUS	FILE	REG
US	TOY LIQUIDATORS	75/381,855	2,369,727	REGISTERED	10/30/1997	07/25/2000
MD	TOY WORKS	22600347	1994-S3295	REGISTERED	08/19/1994	08/19/1994
MA	TOY WORKS	22500861	50039	REGISTERED	08/29/1994	08/29/1994
RI(s)	TOY WORKS	232007700	941004	REGISTERED	10/04/1994	10/26/1994
US	TOY WORKS (STYLIZED)	74/566,900	2,161,162	REGISTERED	08/29/1994	06/02/1998
US	TOYWORKS & DESIGN	75/016,116	2,104,633	REGISTERED	10/23/1995	10/14/1997
US	WHERE GREAT IDEAS COME TO YOU	75/812,233	2,435,960	REGISTERED	09/30/1999	03/13/2001

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