

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jay Schiffman		02/15/2008	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	The Step2 Company, LLC		
Street Address:	10010 Aurora-Hudson Road		
City:	Streetsboro		
State/Country:	OHIO		
Postal Code:	44241		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3091621	LITTLE STORYTELLER	
Registration Number:	3059536	THINKATIVITY	
Serial Number:	77107153	TOYS FOR A CAUSE	
CORRESPONDENCE DATA			
Fax Number:	(312)660-0471		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-861-6371		
Email:	rprescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	200 E. Randolph Drive		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	11017-5 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		

CH \$90.00 3091621

Signature:

/Renee M. Prescan/

Date:

02/27/2008

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 15th day of February 2008 ("Effective Date"), by and between Jay Schiffman ("Assignor") and The Step2 Company, LLC, a Delaware limited liability Company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of February 15, 2008, by and among Assignor, Thinkativity, Inc., and Assignee (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademarks owned by Assignor, including but not limited to, the trademarks set forth on Schedule A attached hereto, together with the goodwill associated therewith ("Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Trademarks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims in law or equity by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect damages for the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

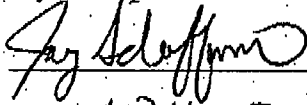
Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured

under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

Jay Schiffman



SSN: 102440243

Telephone: 201 541 5557

The Step2 Company, LLC

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

Jay Schiffman

The Step2 Company, LLC



SSN: _____

Name: Scott R. Levin

Telephone: _____

Title: President & CEO

SCHEDULE A

U.S. Trademark Registrations/Applications

Trademark	Reg./App. Number	Reg./App. Date
LITTLE STORYTELLER	3,091,621	May 9, 2006
THINKATIVITY	3,059,536	February 14, 2006
TOYS FOR A CAUSE	77/107153	February 14, 2007

Unregistered Trademarks

BABY AND BEYOND . . .
COOKIE THE ABC CROCODILE
BABY GRAND PIANO
DIAL H FOR HIPPO PHONE
BURTLE THE MUSICAL TURTLE
SUNNY SUNSHINE CRIB TOY
TUCK ME IN SYMPHONY CRIB TOY
BABY BUBBLES SYMPHONY
BABY SHADOWS DISCOVERY TOY
ABC LEARNING HIVE
SUPER SPELLER LEARNING HIVE
LEARNING TREE FROG
ANIMAL AIRPLANE STORYTELLER
LITTLE PRINCESS STORYTELLER
FRIDGE KITCHEN
PET PLAYHOUSE
BABY BEAR CD PLAYER
MY FAMILY LOVES ME BLOCKS
RAINBOW FISH CRIB MIRROR
BEETHOVEN & BACH BUTTERFLY

BABY GARDEN ACTIVITY MAT
RECYCLING ART CENTER
HEALTHY KIDS GARDEN & KITCHEN
ENDANGERED ANIMALS HOSPITAL
BOOK ALIVE BUGS
MY FIRST REAL PHONE
LEARNING LANGUAGES GLOBE