TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Name of conveying party(ies) and Name and address of receiving party(ies) previously recorded on Reel 003313 Frame 0764. Assignor(s) hereby confirms the Patent and Trademark Security Agreement Dated as of March 14, 2006.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kids Line, LLC		03/14/2006	LIMITED LIABILITY COMPANY: UNITED STATES
Sassy, Inc.		03/14/2006	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	LaSalle Bank National Association
Street Address:	135 South LaSalle St.
Internal Address:	Suite 425
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	INC. ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1652060	BARNA
Registration Number:	2183971	CIRCUS
Registration Number:	1187712	INFA-TRAINER
Registration Number:	2159097	POGO
Registration Number:	1556869	SASSY
Registration Number:	1551624	SASSY
Registration Number:	1552736	SASSY
Registration Number:	1551988	SASSY
Registration Number:	2296588	SASSY
Registration Number:	2752658	SASSY

CH $490.00 1652060

Registration Number:	3006201	SASSY
Registration Number:	1556870	SASSY SEAT
Registration Number:	1116407	SASSY SEAT
Registration Number:	1375694	THE BEST FED BABY PEOPLE
Serial Number:	76457108	SASSY SPA
Registration Number:	2177304	BEBEFINA
Serial Number:	78246424	KATIE LITTLE
Registration Number:	2754915	KIDSLINE
Serial Number:	78827837	KIDS LINE

CORRESPONDENCE DATA

Fax Number: (312)782-8585

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

Phone: 3122694074

Email: kluchesi@jonesday.com

Correspondent Name: Kenneth Luchesi

Address Line 1: 77 W. Wacker Dr.

Address Line 2: Suite 3500

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	089440-050001
NAME OF SUBMITTER:	Kenneth Luchesi
Signature:	/Kenneth Luchesi/
Date:	02/29/2008

Total Attachments: 18

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Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

03-24-2006

S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office

RECORD
TRA

103204192

3-22-06

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):

LaSalle Bank National Association

☐ Individual(s) ☒ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State:
☐ Other

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☒ Yes ☐ No

Name: Kids Line, LLC
Internal Address:
Street Address: 111 Bauer Drive
City: Oakland
State: New Jersey
Country: USA Zip: 07436

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☒ Corporation Citizenship USA
☐ 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)

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

Execution Date(s) 03/14/2006

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

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):

03/24/2006 DBYRNE 00000035 1852060
01 FC:8521 40.00 OP
02 FC:8522 1450.00 OP

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Vaishali Udupa
Internal Address:
Street Address: 51 Louisana Ave. NW
City: Washington
State: DC Zip: 20001-2113
Phone Number: 202/879-3795
Fax Number: 202/626-1700
Email Address: vudupa@jonesday.com

6. Total number of applications and registrations involved: 59

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 1490.00

☐ 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

Authorized User Name

9. Signature:

Signature 3/23/06 Date

Vaishali Udupa
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 18

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

Continuation of Item 2

Sassy, Inc.
111 Bauer Drive
Oakland, NJ 07436 USA

TRADEMARK
REEL: 003729 FRAME: 0765
REEL: 003729 FRAME: 0082

Continuation of Item 4

Grantor	Country	Trademark	Trademark Application/ Registration Number
Sassy, Inc.	UNITED STATES	BARNA	Reg. No. 1652060
Sassy, Inc.	UNITED STATES	CIRCUS	Reg. No. 2183971
Sassy, Inc.	UNITED STATES	INFA-TRAINER	Reg. No. 1187712
Sassy, Inc.	UNITED STATES	Pogo	Reg. No. 2159097
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 1556869
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 1551624
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 1552736
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 1551988
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 2296588
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 2752658
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 3006201
Sassy, Inc.	UNITED STATES	SASSY SEAT	Reg. No. 1556870
Sassy, Inc.	UNITED STATES	SASSY SEAT & design	Reg. No. 1116407
Sassy, Inc.	UNITED STATES	SASSY SPA	App. No. 76457108
Sassy, Inc.	UNITED STATES	THE BEST FED BABY PEOPLE	Reg. No. 1375694
Sassy, Inc.	ARGENTINA	SASSY	Reg. No. 1.784.558
Sassy, Inc.	AUSTRALIA	SASSY	Reg. No. 755620
Sassy, Inc.	AUSTRIA	SASSY	Reg. No. 196.270
Sassy, Inc.	BENELUX	SASSY	Reg. No. 629872
Sassy, Inc.	BRAZIL	SASSY	Reg. No. 821420780
Sassy, Inc.	CANADA	SASSY	Reg. No. 542,170
Sassy, Inc.	CANADA	SASSY SEAT & DESIGN	Reg. No. 282,211
Sassy, Inc.	CHINA	SASSY	Reg. No. 1378162
Sassy, Inc.	CZECH REPUBLIC	SASSY	Reg. No. 255001
Sassy, Inc.	DENMARK	SASSY	Reg. No. 200000792
Sassy, Inc.	FINLAND	SASSY	Reg. No. 222039
Sassy, Inc.	FRANCE	SASSY	Reg. No. 98/179.226
Sassy, Inc.	GERMANY	SASSY	Reg. No. 398 09 459
Sassy, Inc.	GREECE	SASSY	Reg. No. 143727
Sassy, Inc.	HONG KONG	SASSY	Reg. No. 06405/2002
Sassy, Inc.	INDONESIA	SASSY	Reg. No. 488659
Sassy, Inc.	IRELAND	SASSY	Reg. No. 212947
Sassy, Inc.	ISRAEL	SASSY	Reg. No. 120,447
Sassy, Inc.	ITALY	SASSY	Reg. No. 871468
Sassy, Inc.	JAPAN	SASSY	Reg. No. 4512048
Sassy, Inc.	MALAYSIA	SASSY	Reg. No. 00015154

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Grantor	Country	Trademark	Trademark Application/ Registration Number
Sassy, Inc.	MEXICO	SASSY	Reg. No. 655656
Sassy, Inc.	NEW ZEALAND	SASSY	Reg. No. 303931
Sassy, Inc.	NORWAY	SASSY	Reg. No. 210141
Sassy, Inc.	PHILIPPINES	SASSY	Reg. No. 4-2000-07961
Sassy, Inc.	POLAND	SASSY	App. No. Z-252428
Sassy, Inc.	PORTUGAL	SASSY	Reg. No. 349861
Sassy, Inc.	SINGAPORE	SASSY	Reg. No. T00/16164E
Sassy, Inc.	SOUTH AFRICA	SASSY	Reg. No. 1999/00558
Sassy, Inc.	SPAIN	SASSY	Reg. No. 2214218M5
Sassy, Inc.	SPAIN	SASSY	Reg. No. 2208233M6
Sassy, Inc.	SWEDEN	SASSY	Reg. No. 356268
Sassy, Inc.	SWITZERLAND	SASSY	Reg. No. 492082
Sassy, Inc.	TAIWAN	SASSY	Reg. No. 971798
Sassy, Inc.	THAILAND	SASSY	Reg. No. KOR144010
Sassy, Inc.	UNITED KINGDOM	SASSY	Reg. No. 2158808
Sassy, Inc.	VENEZUELA	SASSY	Reg. No. P232849
Kids Line, LLC	UNITED STATES	BEBEFINA	Reg. No. 2,177,304
Kids Line, LLC	UNITED STATES	KATIE LITTLE	App. No. 78/246,424
Kids Line, LLC	UNITED STATES	KIDSLINE	Reg. No. 2,754,915
Kids Line, LLC	UNITED STATES	KIDSLINE	App. No. 78/827,837
Kids Line, LLC	AUSTRALIA	KIDSLINE	Reg. No. 994575
Kids Line, LLC	MEXICO	KIDSLINE	Reg. No. 503936
Kids Line, LLC	NEW ZEALAND	KIDSLINE	Reg. No. 710055

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of March 14, 2006, by KIDS LINE, LLC, a Delaware limited liability company ("Kids Line"), SASSY, INC., an Illinois corporation ("Sassy" and Kids Line are sometimes referred to herein collectively as the "Grantors" and individually as a "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, as administrative agent (in such capacity, the "Administrative Agent") for the Lenders.

RECITALS

A. The Grantors and/or certain of their subsidiaries have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") (capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement) with the financial institutions that are or may from time to time become parties thereto and the Administrative Agent, pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantors and/or certain of their subsidiaries.

B. The Grantors and/or certain of their subsidiaries have entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, Grantors are required to execute and deliver this Agreement to the Administrative Agent, for the benefit of the Lenders.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantors have granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantors do hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

(1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

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(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

(4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and

(6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and is in all respects subject to the limitations set forth therein including without limitation the definition of "Collateral" set forth in the Guaranty and Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in and are subject in all respects to the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement shall be construed in accordance with and governed by the internal laws of the State of New York.

[Signature Page Follows]

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Each of the Grantors has caused this Patent and Trademark Security Agreement to be duly executed by its respective duly authorized officer thereunto as of the date first set forth above.

KIDS LINE, LLC, a Delaware limited liability company

By: _____
Name: John Wille
Title: Vice President, Treasurer and Asst. Secretary

SASSY, INC., an Illinois corporation

By: _____
Name: John Wille
Title: Vice President, Treasurer and Asst. Secretary

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REEL: 003729 FRAME: 0087

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name: Steven E. Friedlander
Title: Senior Vice President

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REEL: 003729 FRAME: 0088

STATE OF New York)
) ss
COUNTY OF New York)

On this 14th day of March, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Kids Line, LLC and Sassy, Inc. and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing board of said entity.

Notary Public

JOHANNE R. RÉMY
Notary Public, State of New York
No. 01RE5079674
Qualified in Queens County
Commission Expires June 09, 2007

PATENT AND TRADEMARK SECURITY AGREEMENT

CHI-1519650

SCHEDULE 1

to

PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

Grantor	Country	Trademark	Trademark Application/ Registration Number
Sassy, Inc.	UNITED STATES	BARNA[1]	Reg. No. 1652060
Sassy, Inc.	UNITED STATES	CIRCUS	Reg. No. 2183971
Sassy, Inc.	UNITED STATES	INFA-TRAINER	Reg. No. 1187712
Sassy, Inc.	UNITED STATES	POGO	Reg. No. 2159097
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 1556869
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 1551624
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 1552736
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 1551988
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 2296588
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 2752658
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 3006201
Sassy, Inc.	UNITED STATES	SASSY SEAT	Reg. No. 1556870

[1] Sassy, Inc. licensed this U.S. Trademark from Kirgro, Inc. f/k/a Barna Limited, pursuant to a royalty agreement dated July 14, 2000, which agreement expired July 13, 2005. Upon expiration of the royalty agreement, the agreements between the parties provided that the rights in the mark were to be transferred to Sassy, Inc. without further payment. Such transfer has not been reflected in the records of the United States Patent and Trademark Office.

TRADEMARK
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Grantor	Country	Trademark	Trademark Application/ Registration Number
Sassy, Inc.	UNITED STATES	SASSY SEAT & design	Reg. No. 1116407
Sassy, Inc.	UNITED STATES	SASSY SPA	App. No. 76457108
Sassy, Inc.	UNITED STATES	THE BEST FED BABY PEOPLE	Reg. No. 1375694
Sassy, Inc.	ARGENTINA	SASSY	Reg. No. 1.784.558
Sassy, Inc.	AUSTRALIA	SASSY	Reg. No. 755620
Sassy, Inc.	AUSTRIA	SASSY	Reg. No. 196.270
Sassy, Inc.	BENELUX	SASSY	Reg. No. 629872
Sassy, Inc.	BRAZIL	SASSY	Reg. No. 821420780
Sassy, Inc.	CANADA	SASSY	Reg. No. 542,170
Sassy, Inc.	CANADA	SASSY SEAT & DESIGN	Reg. No. 282,211
Sassy, Inc.	CHINA	SASSY	Reg. No. 1378162
Sassy, Inc.	CZECH REPUBLIC	SASSY	Reg. No. 255001
Sassy, Inc.	DENMARK	SASSY	Reg. No. 200000792
Sassy, Inc.	FINLAND	SASSY	Reg. No. 222039
Sassy, Inc.	FRANCE	SASSY	Reg. No. 98/179.226
Sassy, Inc.	GERMANY	SASSY	Reg. No. 398 09 459
Sassy, Inc.	GREECE	SASSY	Reg. No. 143727

Grantor	Country	Trademark	Trademark Application/ Registration Number
Sassy, Inc.	HONG KONG	SASSY	Reg. No. 06405/2002
Sassy, Inc.	INDONESIA	SASSY	Reg. No. 488659
Sassy, Inc.	IRELAND	SASSY	Reg. No. 212947
Sassy, Inc.	ISRAEL	SASSY	Reg. No. 120,447
Sassy, Inc.	ITALY	SASSY	Reg. No. 871468
Sassy, Inc.	JAPAN	SASSY	Reg. No. 4512048
Sassy, Inc.	MALAYSIA	SASSY	Reg. No. 00015154
Sassy, Inc.	MEXICO	SASSY	Reg. No. 655656
Sassy, Inc.	NEW ZEALAND	SASSY	Reg. No. 303931
Sassy, Inc.	NORWAY	SASSY	Reg. No. 210141
Sassy, Inc.	PHILIPPINES	SASSY	Reg. No. 4-2000-07961
Sassy, Inc.	POLAND	SASSY	App. No. Z-252428
Sassy, Inc.	PORTUGAL	SASSY	Reg. No. 349861
Sassy, Inc.	SINGAPORE	SASSY	Reg. No. T00/16164E
Sassy, Inc.	SOUTH AFRICA	SASSY	Reg. No. 1999/00558
Sassy, Inc.	SPAIN	BABY SASSY	Reg. No. 2214218M5
Sassy, Inc.	SPAIN	SASSY	Reg. No. 2208233M6

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Grantor	Country	Trademark	Trademark Application/ Registration Number
Sassy, Inc.	SWEDEN	SASSY	Reg. No. 356268
Sassy, Inc.	SWITZERLAND	SASSY	Reg. No. 492082
Sassy, Inc.	TAIWAN	SASSY	Reg. No. 971798
Sassy, Inc.	THAILAND	SASSY	Reg. No. KOR144010
Sassy, Inc.	UNITED KINGDOM	SASSY	Reg. No. 2158808
Sassy, Inc.	VENEZUELA	SASSY	Reg. No. P232849
Kids Line, LLC	UNITED STATES	BEBEFINA	Reg. No. 2,177,304
Kids Line, LLC	UNITED STATES	KATIE LITTLE	App. No. 78/246,424
Kids Line, LLC	UNITED STATES	KIDSLINE	Reg. No. 2,754,915
Kids Line, LLC	UNITED STATES	KIDSLINE	App. No. 78/827,837
Kids Line, LLC	AUSTRALIA	KIDSLINE	Reg. No. 994575
Kids Line, LLC	MEXICO	KIDSLINE	Reg. No. 503936
Kids Line, LLC	NEW ZEALAND	KIDSLINE	Reg. No. 710055

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Licenses Such of the following which by their terms include or constitute a trademark license:

1.	Distribution Agreement dated June 15, 2000 and effective January 1, 2001 by and between MAM Babyartikel G.M.B.H. ("MAM") and Sassy, Inc.; Agreement regarding Assignment of Distribution Agreement dated as of July 18, 2002 by and among MAM, Russ Berrie and Company, Inc. and RBSACQ, Inc.; Agreement regarding Assignment dated as of July 18, 2002 by and among MAM, Sassy, Inc., Fritz Hirsch, Homer Douglas, Steven Rotblatt, Robert Kaplan and Susan Hinshaw; and Agreement Regarding Assignment dated as of July 31, 2002 by and among MAM, Russ Berrie and Company, Inc., RBSACQ, Inc. and Sassy, Inc.
2.	Consultant Agreement dated as of June 1, 2004 by and among Christine Breede Schechter, Daniel Schechter and Sassy, Inc.
3.	License Agreement dated as of October 14, 2002 by and between Manhattan Group LLC and Sassy, Inc.
4.	License Agreement dated as of April 30, 2002 by and between Mariann Straub and Sassy, Inc.; Consent to Assignment and Acknowledgement dated as of July 25, 2002 by and among Mariann C. Straub, Sassy, Inc. and RBSACQ, Inc.; Consent to Assignment and Acknowledgement dated as of August 4, 2002 by and among Mariann C. Straub, Sassy, Inc. and RBSACQ, Inc.; and Confirmatory Assignment dated February 11, 2003 between Mark Greenwood and Mariann C. Straub
5.	Consultant Agreements dated as of December 31, 2002, May 23, 2000, September 10, 1999, October 19, 1998 (bath toys), May 19, 1998, October 19, 1998 (soft toys) and March 3, 1998 by and between Jennifer Piety and Sassy, Inc. (expired but certain royalty obligations continue)
6.	Consultant Agreement dated May 2, 2000 between Dr. Joyce Aronson and Sassy, Inc.
7.	Letter Agreements dated August 7, 2001 and September 17, 2001 between Pitrone & Associates and Sassy, Inc.
8.	Exclusivity Agreement dated October 2, 2003 by and between Sassy, Inc. and Impulse Design & Engineering, LLC (expired but the parties continue to do business)
9.	Relationship Agreement dated May 1, 2002 by and between Sassy, Inc. and Lena Strategic Design, Inc. (expired but the parties continue to do business)
10.	Consultant's Agreement dated November 19, 1995 by and between DDL&S, L.L.C. and Sassy, Inc.; Consent to Assignment dated as of July __, 2002 by and among DDL&S, L.L.C., Sassy, Inc. and RBSACQ, Inc.; Consent to Assignment dated as of August 14, 2002 by and among DDL&S, L.L.C., Sassy, Inc. and RBSACQ, Inc. (expired but royalty obligations continue)
11.	Child Development Consultation Services Letter Agreement dated July 1, 2001 by and between Dr. Carol Andrew and Sassy, Inc. (expired but the parties continue to do business)
12.	License Agreement dated October 20, 1995 by and between Princeton Innovations, Inc. and Sassy, Inc.
13.	Domestic Merchandise License Agreement dated September 1, 2005 by and between LeapFrog Enterprises, Inc. and Sassy, Inc.

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TRADEMARK
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14.	Licensing Agreement dated as of July 23, 1997 by and between Viv Eisner-Hess and Kids Line Inc., Licensing Agreement Addendums dated as of May 23, 2000 and as of March 5, 2002 and consent dated November 4, 2004
15.	License Agreement dated as of October 11, 2003 by and between Kids Line, LLC and Olga Vieira
16.	Distribution and Manufacturing Agreement dated as of July 17, 2004 by and between Lil Buddies, Inc. and Kids Line, LLC and Acknowledgment and Release dated July 29, 2004
17.	License Agreement dated as of September 20, 2001 by and between Amscan, Inc. and Kids Line, Inc.
18.	Oral License Agreement entered into in 2003 by and between Taurus Merchandising Pvt. Ltd and Kids Line, LLC for the Zanzibar design.
19.	License Agreement dated March 5, 2001 by and between Taurus Merchandising Pvt. Ltd. and Kids Line, Inc
20.	Consumer Products License Agreement dated June 20, 2005 by and between Disney Enterprises, Inc. and Kids Line, LLC as amended by a First Amendment dated December 12, 2005.

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SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents and Patent Applications

Grantor	Patent Number or Application Number	Issue or Filing Date	Title
Sassy, Inc.	Patent No. 4798412	1/17/1989	Two Piece Booster Seat with Multiple Seat Heights
Sassy, Inc.	Patent No. D340512	10/19/1993	Child's Training Toilet
Sassy, Inc.	Patent No. D357524	04/18/1995	Water Toy
Sassy, Inc.	Patent No. 6209133	04/03/2001	Integrated Bib/Teether Apparatus
Sassy, Inc.	Patent No. 6447536	09/10/2002	Teething Pacifier
Sassy, Inc.	Patent No. 6905507	06/14/05	Teething Pacifier
Sassy, Inc.	App. No. 10875648	06/24/2004	Foldable Bib Display Apparatus
Sassy, Inc.	App. No. 11023232	12/27/2004	Infant Teething and Feeding Apparatus
Kids Line, LLC	Patent No. D388973	01/13/1998	Bassinet Carriage and Rocker
Kids Line, LLC	App. No. 11065508	02/24/2005	Method and Apparatus for Attaching an Item to a Railing

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Licenses Such of the following which by their terms include or constitute a patent license:

1.	Distribution Agreement dated June 15, 2000 and effective January 1, 2001 by and between MAM Babyartikel G.M.B.H. ("MAM") and Sassy, Inc.; Agreement regarding Assignment of Distribution Agreement dated as of July 18, 2002 by and among MAM, Russ Berrie and Company, Inc. and RBSACQ, Inc.; Agreement regarding Assignment dated as of July 18, 2002 by and among MAM, Sassy, Inc., Fritz Hirsch, Homer Douglas, Steven Rotblatt, Robert Kaplan and Susan Hinshaw; and Agreement Regarding Assignment dated as of July 31, 2002 by and among MAM, Russ Berrie and Company, Inc., RBSACQ, Inc. and Sassy, Inc.
2.	Consultant Agreement dated as of June 1, 2004 by and among Christine Breede Schechter, Daniel Schechter and Sassy, Inc.
3.	License Agreement dated as of October 14, 2002 by and between Manhattan Group LLC and Sassy, Inc.
4.	License Agreement dated as of April 30, 2002 by and between Mariann Straub and Sassy, Inc.; Consent to Assignment and Acknowledgement dated as of July 25, 2002 by and among Mariann C. Straub, Sassy, Inc. and RBSACQ, Inc.; Consent to Assignment and Acknowledgement dated as of August 4, 2002 by and among Mariann C. Straub, Sassy, Inc. and RBSACQ, Inc.; and Confirmatory Assignment dated February 11, 2003 between Mark Greenwood and Mariann C. Straub
5.	Consultant Agreements dated as of December 31, 2002, May 23, 2000, September 10, 1999, October 19, 1998 (bath toys), May 19, 1998, October 19, 1998 (soft toys) and March 3, 1998 by and between Jennifer Piety and Sassy, Inc. (expired but certain royalty obligations continue)
6.	Consultant Agreement dated May 2, 2000 between Dr. Joyce Aronson and Sassy, Inc.
7.	Letter Agreements dated August 7, 2001 and September 17, 2001 between Pitrone & Associates and Sassy, Inc.
8.	Exclusivity Agreement dated October 2, 2003 by and between Sassy, Inc. and Impulse Design & Engineering, LLC (expired but the parties continue to do business)
9.	Relationship Agreement dated May 1, 2002 by and between Sassy, Inc. and Lena Strategic Design, Inc. (expired but the parties continue to do business)
10.	Consultant's Agreement dated November 19, 1995 by and between DDL&S, L.L.C. and Sassy, Inc.; Consent to Assignment dated as of July __, 2002 by and among DDL&S, L.L.C., Sassy, Inc. and RBSACQ, Inc.; Consent to Assignment dated as of August 14, 2002 by and among DDL&S, L.L.C., Sassy, Inc. and RBSACQ, Inc. (expired but royalty obligations continue)
11.	Child Development Consultation Services Letter Agreement dated July 1, 2001 by and between Dr. Carol Andrew and Sassy, Inc. (expired but the parties continue to do business)
12.	License Agreement dated October 20, 1995 by and between Princeton Innovations, Inc. and Sassy, Inc.
13.	Domestic Merchandise License Agreement dated September 1, 2005 by and between LeapFrog Enterprises, Inc. and Sassy, Inc.
14.	Licensing Agreement dated as of July 23, 1997 by and between Viv Eisner-Hess and Kids Line Inc., Licensing Agreement Addendums dated as of May 23, 2000 and as of March 5, 2002 and consent dated November 4, 2004

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15.	License Agreement dated as of October 11, 2003 by and between Kids Line, LLC and Olga Vieira
16.	Distribution and Manufacturing Agreement dated as of July 17, 2004 by and between Lil Buddies, Inc. and Kids Line, LLC and Acknowledgment and Release dated July 29, 2004
17.	License Agreement dated as of September 20, 2001 by and between Amscan, Inc. and Kids Line, Inc.
18.	Oral License Agreement entered into in 2003 by and between Taurus Merchandising Pvt. Ltd and Kids Line, LLC for Zanzibar design.
19.	License Agreement dated March 5, 2001 by and between Taurus Merchandising Pvt. Ltd. and Kids Line, Inc
20.	Consumer Products License Agreement dated June 20, 2005 by and between Disney Enterprises, Inc. and Kids Line, LLC as amended by a First Amendment dated December 12, 2005.

RECORDED: 03/22/2006
RECORDED: 02/29/2008

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