

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Annalee Dolls, Inc.		02/25/2008	CORPORATION: NEW HAMPSHIRE

RECEIVING PARTY DATA

Name:	Annalee Mobilitee Dolls, Inc.
Street Address:	50 Reservoir Road
Internal Address:	P.O. Box 708
City:	Meredith
State/Country:	NEW HAMPSHIRE
Postal Code:	03253
Entity Type:	CORPORATION: NEW HAMPSHIRE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2349657	ANNALEE
Registration Number:	3114807	ANNALEE
Registration Number:	3379276	ANNALEE
Registration Number:	2351895	ANNALEE DOLL SOCIETY
Registration Number:	1831446	ANNALEE MOBILITEE DOLLS
Registration Number:	1754041	
Registration Number:	2035698	"ITSIE"
Registration Number:	2035487	LOGO KID
Registration Number:	2219519	
Registration Number:	1860981	
Registration Number:	2014643	THE COLLECTOR
Serial Number:	78170296	THIMBLES

CH \$315.00 2349657

CORRESPONDENCE DATA

Fax Number: (617)345-1300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-345-1341
Email: matm@nixonpeabody.com
Correspondent Name: Michelle A. Massicotte
Address Line 1: 100 Summer Street
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	081820/2
NAME OF SUBMITTER:	Michelle A. Massicotte
Signature:	/Michelle A. Massicotte/
Date:	03/03/2008

Total Attachments: 10
source=DOC#page1.tif
source=DOC#page2.tif
source=DOC#page3.tif
source=DOC#page4.tif
source=DOC#page5.tif
source=DOC#page6.tif
source=DOC#page7.tif
source=DOC#page8.tif
source=DOC#page9.tif
source=DOC#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT, dated as of February __, 2008 (this "**Agreement**"), made by **ANNALEE DOLLS, INC.**, a New Hampshire corporation ("**Grantor**") in favor of **ANNALEE MOBILITEE DOLLS, INC.**, a New Hampshire corporation ("**Lender**").

WITNESSETH:

WHEREAS, Grantor and Lender are parties to a certain Security Agreement of even date herewith to secure that certain Promissory Note in the amount of One Million Five Hundred Fifty Five Thousand Dollars (\$1,555,000) of even date herewith, from Grantor to Lendor (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Security Agreement**"), which amount is owed to Lender as part of the Purchase Price to be paid the Lender for the purchase of the assets of Lender by Grantor pursuant to an Asset Purchase Agreement , dated November 19, 2007 between Grantor and Lender; and

WHEREAS, pursuant to that certain Security Agreement, Grantor has granted a security interest to Lender, in, among other things, all right, title and interest of Grantor in, to and under all of the Grantor's Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations from time to time owing by the Credit Parties under the Security Agreement; and

WHEREAS, Grantor is the owner of the entire right, title and interest in, to and under the Intellectual Property listed on Schedules A, B, and C hereto;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Security Agreement, Grantor hereby agrees with Lender as follows:

1. Defined Terms.

(a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

(b) **Definitions of Certain Terms Used Herein.** As used herein, the following terms shall have the following meanings:

"**Copyrights**" shall mean all of the following now owned or hereafter adopted or acquired by Grantor: (i) all copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; and (ii) all reissues, extensions or renewals thereof.

“Copyright Licenses” shall mean any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

“Security Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Intellectual Property” shall mean all: (i) Trademarks and Trademark Licenses; (ii) Patents and Patent Licenses; (iii) Copyrights and Copyright Licenses; (iv) goodwill of the business symbolized by any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License, including, without limitation, records relating to the distribution of products or services bearing such Trademark, Patent or Copyright; (v) all income, fees, royalties and other payments at any time due or payable with respect to any Trademark, Patent or Copyright, including, without limitation, payments under all Licenses at any time entered into in connection therewith; (vi) the right to sue for all past, present and future infringements of any Trademark, Patent or Copyright; (vii) all other intellectual property; and (viii) all common law and other rights throughout the world in and to all of the foregoing.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

“Patents” shall mean all of the following in which Grantor now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or any other country, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent Licenses” shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right with respect to any invention on which a Patent is in existence.

“Trademarks” shall mean all of the following now owned or hereafter adopted or acquired by Grantor: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications (other than intent-to-use applications) in connection therewith, including registrations, recordings and applications (other than intent-to-use applications) in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

"Trademark Licenses" shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

(c) **Other Definitional Provisions.**

(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the payment and performance of the Obligations, Grantor hereby confirms and acknowledges that it has granted, assigned and conveyed (and, to the extent not previously granted under the Security Agreement, does hereby grant, assign and convey) to Lender, a security interest in Grantor's entire right, title and interest in its Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by Grantor, and including, without limitation, Grantor's right, title and interest in and to each Intellectual Property and proprietary rights identified on Schedules A, B, and C attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of Grantor's business connected with and symbolized by the Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "**IP Collateral**").

3. **Protection of Intellectual Property by Grantor.** Grantor shall, at its sole cost, expense and risk, undertake the following with respect to the Intellectual Property that is registered or for which Grantor has filed an application for registration ("**Registered Intellectual Property**"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Registered Intellectual Property and with the processing of the Registered Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Registered Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Registered Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) Pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) Take any and all action which the Grantor reasonably deems appropriate under the circumstances to protect the Registered Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

4. **Representations and Warranties.** Grantor represents and warrants that:

(a) Schedules A, B, and C are true, correct and complete lists of all Registered Intellectual Property owned by Grantor as of the date hereof.

(b) Except as set forth in Schedules A, B, and C, none of the Registered Intellectual Property is the subject of any licensing or franchise agreement pursuant to which Grantor is the licensor or franchisor.

(c) Except as set forth in Schedules A, B, and C, the Intellectual Property is valid and enforceable and no claim has been made that the use of any of the Intellectual Property does or may violate the rights of any third person, and no material claim has been asserted and is pending by any Person challenging or questioning the use by Grantor of any of the Intellectual Property owned by Grantor or the validity or effectiveness of any of the Intellectual Property owned by Grantor, nor does Grantor know of any valid basis for any such claim.

(d) Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted, and Grantor has a valid license to use or is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, the Intellectual Property, other than Permitted Liens and Liens in favor of Lender.

(e) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of Grantor.

(f) Grantor has the legal right and authority to enter into this Agreement and perform its terms.

(g) Grantor shall give Lender prompt written notice (with reasonable detail) following the occurrence of any of the following:

(i) Grantor obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property.

(ii) Grantor becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor.

(iii) Grantor entering into any new Licenses.

(iv) Grantor knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal) regarding the Grantor's ownership of, or the validity of, any material Intellectual Property or Grantor's right to register the same or to own and maintain the same.

(h) Grantor shall not enter into any new Licenses except as provided for, and pursuant to the terms and provisions of the Security Agreement.

5. **No Violation of Security Agreement.** The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the Security Agreement, and shall not be deemed to modify any such representation, warranty or covenant contained in the Security Agreement.

6. **Agreement Applies to Future Intellectual Property.**

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Sections 4(g)(i), 4(g)(ii) and 4(g)(iii) above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

(b) Upon the reasonable request of Lender, Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Lender may request to evidence Lender's security interest in any Intellectual Property and the goodwill of Grantor relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any similar office), and Grantor hereby constitutes Lender as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

7. **Grantor's Rights To Enforce Intellectual Property.** Prior to Lender's giving of notice to Grantor (i) following the occurrence and during the continuance of an Event of Default or (ii) pursuant to Section 8(a) below, Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by Grantor to protect the Intellectual Property against encroachment by third parties, *provided, however*:

(a) Grantor first provides Lender with written notice of its intention to so sue for enforcement of any Intellectual Property. If, in the reasonable opinion of Lender, Grantor has failed to take appropriate action within thirty (30) days after such notice is given to Lender, upon notice to Grantor, Lender may (but shall not be required to) itself take such action in the name of Grantor.

(b) Any money damages awarded or received by Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Any damages recovered in any action pursuant to this Section, net of costs and attorneys' fees reasonably incurred, to be applied as provided in the Security Agreement.

(d) Following the occurrence of any Event of Default, Lender, by notice to Grantor may terminate, or limit Grantor's rights under this Section 7.

8. Lender's Actions To Protect Intellectual Property. In the event of:

(a) Grantor's failure, within fifteen (15) business days of written notice from Lender, to cure any failure by Grantor to observe or perform any of Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

Lender, acting in its own name or in that of Grantor, may (but shall not be required to) act in Grantor's place and stead and/or in Lender's own right in connection therewith.

9. Rights Upon Default. Upon the occurrence and during the continuance of any Event of Default, Lender may exercise all rights and remedies as provided for in the Security Agreement.

10. Lender as Attorney In Fact.

(a) Grantor hereby irrevocably constitutes and designates Lender as and for the Grantor's attorney in fact, effective following the occurrence and during the continuance of an Event of Default:

(i) To supplement and amend from time to time Schedules A, B, and C of this Agreement to include any new or additional Registered Intellectual Property owned by Grantor.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as Lender determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of Lender.

(c) Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 10, but if Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding Lender has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

11. **Lender's Rights.** Any use by Lender of the Intellectual Property, as authorized hereunder in connection with the exercise of Lender's rights and remedies under this Agreement and under the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

12. **No Limitation; Security Agreement.** This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest granted to Lender with respect to the IP Collateral with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the Security Agreement. The Security Agreement (and all rights and remedies of Grantor, Grantor's affiliates thereunder and Lender) shall remain in full force and effect in accordance with its terms. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

13. **Termination; Release of Trademark Collateral.** This Agreement and all obligations of Grantor and Lender hereunder shall terminate on the date upon which the Obligations are performed in full and indefeasibly paid in full in cash and the Security Agreement and other Loan Documents are terminated in accordance with the terms of the Security Agreement. Upon termination of this Agreement, Lender shall, at the expense of Grantor, take such actions required by the Security Agreement to release its security interest in the IP Collateral.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon the Guarantor and its respective successors and assigns, and shall inure to the benefit of Lender and their respective successors and assigns.

15. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW HAMPSHIRE, WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS.

[Remainder of Page Intentionally Left Blank]

Signature Page to IP Security Agreement

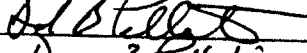
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

ANNALEE DOLLS, INC., a New Hampshire corporation, as Grantor

By: _____
Name: _____
Title: _____

Signature Page to IP Security Agreement

ANNALEE MOBILITEE DOLLS, INC., a New
Hampshire corporation, as Lender

By: 
Name: David P. Pelletier
Title: CEO

SCHEDULE A: TRADEMARKS AND SERVICE MARKS

Country	Trademark/Service Mark	App. No.	App. Date	Reg. No.	Reg. Date
Canada	ANNALEE	713,993	10/5/1992	TMA426,685	4/29/1994
China	ANNALEE	3619080	7/4/2003	3619080	9/21/2005
China	ANNALEE IN CHINESE CHARACTERS	3619079	7/4/2003	3619079	9/21/2005
Community Trademark	ANNALEE	17228	4/1/1996	17228	8/24/1999
Community Trademark	ANNALEE	3256674	7/4/2003	3256674	6/16/2005
Community Trademark	ANNALEE MOBILITEE DOLLS	398602	11/18/1996	398602	9/20/1999
Community Trademark	THIMBLES	3106457	3/24/2003	3106457	4/15/2005
Hong Kong	ANNALEE	300043073	7/4/2003	300043073	7/4/2003
Hong Kong	ANNALEE IN CHINESE CHARACTERS	300043082	7/4/2003	300043082	7/4/2003
Israel	ANNALEE	84941	10/9/1992	84941	2/21/1995
Japan	ANNALEE	H04-122054	6/5/1992	3039841	4/28/1995
Japan	Doll Head Design	H04-124900	6/12/1992	3107048	12/26/1995
Mexico	Doll Head Design	207772	8/8/1994	478608	11/4/1994
Mexico	ANNALEE	207763	8/8/1994	475147	9/27/1994
Switzerland	ANNALEE	403845	11/3/1992	403845	11/3/1992
United States	ANNALEE	75/588976	11/16/1998	2,349,657	5/16/2000
United States	ANNALEE	78/200283	1/6/2003	3,114,807	7/11/2006
United States	ANNALEE	78/270304	7/3/2003	3,379,276	2/5/2008
United States	ANNALEE DOLL SOCIETY	75/756294	7/23/1999	2,351,895	5/23/2000
United States	ANNALEE MOBILITEE DOLLS	74/400110	6/8/1993	1,831,446	4/19/1994
United States	DOLL HEAD DESIGN	74/278940	5/26/1992	1,754,041	2/23/1993
United States	"ITSIE"	75/076418	3/21/1996	2,035,698	2/4/1997
United States	LOGO KID	75/060848	2/22/1996	2,035,487	2/4/1997
United States	SKI DOLL DESIGN	75/238918	2/10/1997	2,219,519	1/19/1999
United States	SUN FACE DESIGN	74/283293	6/18/1992	1,860,981	11/1/1994
United States	THE COLLECTOR	74/278939	5/26/1992	2,014,643	11/12/1999
United States	THIMBLES	78/170296	10/2/2002		

TRADEMARK

RECORDED: 03/03/2008

REEL: 003730 FRAME: 0466