

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alexander Doll Company, Inc.		03/28/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Webster Business Credit Corporation
Street Address:	360 Lexington Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	2628817	ALEX
Registration Number:	2543475	ALEXANDRA FAIRCHILD FORD
Registration Number:	2822544	AMANDA FAIRCHILD
Registration Number:	2393490	BABY ALEXANDER
Registration Number:	2944552	BEATRICE
Registration Number:	2822541	CHAOS THE BEAR
Registration Number:	2619431	CISSY
Registration Number:	2970513	COQUETTE CISSY
Registration Number:	2965282	COQUETTE JACQUI
Registration Number:	2976120	COQUETTE'S CLOSET
Registration Number:	2822543	DANGER THE DOG
Registration Number:	2537256	ELAN
Registration Number:	2385635	HUGGABLE HUGGUMS
Registration Number:	2385634	HUGGUMS

CH \$1240.00 2628817

Registration Number:	2983999	JACK
Registration Number:	2870850	JADDE LEE
Registration Number:	2917350	LOVE IS IN THE DETAILS
Registration Number:	2410485	MADAME ALEXANDER
Registration Number:	2521171	MADAME ALEXANDER
Registration Number:	1720455	MADAME ALEXANDER
Registration Number:	2274473	MADAME ALEXANDER
Registration Number:	2393491	MADAME ALEXANDER
Registration Number:	3011794	MADAME ALEXANDER.....A LITTLE BIT OF YOU
Registration Number:	3077850	MADAME ALEXANDER CREATE-A-DOLL
Registration Number:	3011080	MADAME ALEXANDER DOLL FACTORY
Registration Number:	3020877	MADAME ALEXANDER MAKE A DOLL
Registration Number:	2822542	MISCHIEF THE CAT
Registration Number:	2746492	PARIS WILLIAMS
Registration Number:	3010579	SOFIA CRUZ
Registration Number:	3065508	SUZETTE MORGAN
Registration Number:	3062140	THE MADAME ALEXANDER HERITAGE GALLERY
Registration Number:	2882726	THE PEEKABOO'S
Registration Number:	3054334	THE STILETTOS KIKKI
Registration Number:	3019698	TOTAL MOVES
Registration Number:	3044827	WENDYKIN WOOD
Registration Number:	3162388	COQUETTE CECEE
Registration Number:	3162417	SIENNA EVANS
Registration Number:	3113177	SNUGGUMS
Registration Number:	3116351	THE STILETTOS
Registration Number:	3079079	THE STILETTOS SAMI
Serial Number:	78885932	SWEET BABY NURSERY
Registration Number:	3299993	SWEET & CHIC
Serial Number:	78897346	LISSY
Registration Number:	3300025	SWEET SARA
Registration Number:	3300067	BABY BLISS
Registration Number:	3337972	MADAME ALEXANDER DOLL CLUB
Registration Number:	3287515	MADC
Registration Number:	3335813	PLAY ALEXANDER
Serial Number:	77127321	SEPARATED AT BIRTH

TRADEMARK

REEL: 003749 FRAME: 0925

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-4786
Email: epolak@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 1180 Peachtree St.
Address Line 2: ATTN: Gerald T. Woods
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	06726.009130
NAME OF SUBMITTER:	Gerald T. Woods
Signature:	/Gerald T. Woods/
Date:	04/01/2008

Total Attachments: 8
source=Digital_#page1.tif
source=Digital_#page2.tif
source=Digital_#page3.tif
source=Digital_#page4.tif
source=Digital_#page5.tif
source=Digital_#page6.tif
source=Digital_#page7.tif
source=Digital_#page8.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 28, 2008, is made by the undersigned (the "Company") to and in favor of WEBSTER BUSINESS CREDIT CORPORATION, a New York corporation ("Lender"), pursuant to that certain Credit and Security Agreement, dated as of even date herewith, among the Company, as a Borrower thereunder, any other Borrower party thereto, and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement).

WITNESSETH:

RECITALS.

A. The Company owns and uses certain Trademarks (as hereinafter defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Lender proposes to make certain loans to the Company pursuant to the Credit Agreement; and

C. Pursuant to the Credit Agreement, the Company has granted to the Lender a security interest in, the property described therein, including, without limitation, all of the Company's Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, and all products and proceeds any of the foregoing, as security for all of the Obligations; and

D. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lender has required that the Company grant to the Lender a security interest in the Property (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means all of the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks and service marks, including, without limitation registrations, recordings and applications in the applicable office or agency of the United States of America, referred to in Schedule I

attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for the payment and performance of all of the Obligations, the Company hereby grants a security interest to the Lender in all of the Company's right, title and interest in, to and under the following (collectively, the "Property"): (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; and (b) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule I hereto.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Lender with respect to the security interest in the Property made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Credit Agreement. At any time and from time to time prior to such termination, the Lender may terminate its security interest in any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Company, the Lender shall, at the expense of the Company, execute and deliver to the Company all releases, assignments and other instruments as may be necessary or proper in reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Lender pursuant hereto or pursuant to the Credit Agreement.

5. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Trademark (including any Trademark application), the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Security Agreement with respect to such new Trademark. The Company authorizes the Lender to modify this Agreement by amending Schedule 1 to include any future Trademarks (and Trademark applications) covered by Section 2 or by this Section 5.

6. The Company further agrees that (a) Lender shall not have any obligation or responsibility to protect or defend the Property and the Company shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement, (b) the Company shall forthwith advise the Lender promptly in writing upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Lender may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Lender for all expenses, including attorneys' fees, incurred by the Lender in protecting, defending and maintaining the Property.

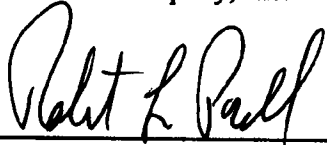
7. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, except to the extent that perfection (and the effect of

perfection and nonperfection) and certain remedies may be governed by the laws of any jurisdiction other than the State of New York.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.

“COMPANY”

Alexander Doll Company, Inc.

By: _____

Name: Robert Porell

Title: Vice President

SCHEDULE I

REGISTERED U.S. TRADEMARKS

See Attached – Trademarks/Registration or Application Numbers

Intellectual Property Schedule

a. Patents, Trademarks and Copyrights

<i>Credit Party</i>	<i>Patents / Registration or Application Numbers</i>	<i>Trademarks / Registration or Application Numbers</i>	<i>Copyrights / Registration or Application Numbers</i>
a. Borrower		Alex/ Reg.#2,628,817	
		Alexandra Fairchild Ford /Reg.#2,543,475	
		Amanda Fairchild Reg.#2,822,544	
		Baby Alexander/ Reg. #2,393,490	
		Beatrice/Reg.#2,944,552	
		Chaos the Bear/Reg. #2,822,541	
		Cissy/Reg. #2,619,431	
		Coquette Cissy/Reg. #2,970,513	
		Coquette Jacqui/ Reg. #2,965,282	
		Coquette's Closet/Reg. #2,976,120	
		Danger the Dog/Reg. #2,822,543	
		Elan/Reg. #2,537,256	
		Huggable Hugguma/ Reg. #2,385,635	
		Hugguma/Reg. #2,385,634	
		Jack/Reg. #2,983,999	
		Jadde Lee/Reg. #2,870,850	
		Love Is in The Details/ Reg. #2,917,350	
		Madame Alexander/ Reg. #2,410,485	
		Madame Alexander/ Reg. #2,521,171 (block letters)	

<i>Credit Party</i>	<i>Patents / Registration or Application Numbers</i>	<i>Trademarks / Registration or Application Numbers</i>	<i>Copyrights / Registration or Application Numbers</i>
		Madame Alexander & Design/Reg. #1,720,455	
		Madame Alexander & Design (stylized script)/ Reg. #2,274,473	
		Madame Alexander & Design (stylized script)/ Reg. #2,393,491	
		Madame Alexander - A Little Bit of You/ Reg. #3,011,794	
		Madame Alexander Create- A-Doll/ Reg. #3,077,850	
		Madame Alexander Doll Factory/ Reg. #3,011,080	
		Madame Alexander Make- A-Doll/ Reg. #3,020,877	
		Mischief the Cat/ Reg. #2,822,542	
		Paris Williams/ Reg. #2,746,492	
		Sofia Cruz/Reg. #3,010,579	
		Suzette Morgan/ Reg. #3,065,508	
		The Madame Alexander Heritage Gallery/ Reg. # 3,062,140	
		The Peekaboo's/ Reg. #2,882,726	
		The Stiletos Kikki Reg. #3,054,334	
		TotalMoves/Reg.#3,019,698	

<i>Credit Party</i>	<i>Patents / Registration or Application Numbers</i>	<i>Trademarks / Registration or Application Numbers</i>	<i>Copyrights / Registration or Application Numbers</i>
		Wendykin Wood/ Reg. #3,044,827	
		Coquette Cecce/ Reg. #3,162,388	
		Sienna Evans/Reg. #3,162,417	
		Snuggums/ Reg. #3,113,177	
		The Stiletto/ Reg. #3,116,351	
		The Stiletto Sami/ Reg. #3,079,079	
		Sweet Baby Nursery/ Serial #78/885932	
		Sweet & Chic/ Reg. #3,299,993	
		Lissy/ Serial #78/897346	
		Sweet Sara/ Reg. #3,300,025	
		Baby Bliss/ Reg. #3,300,067	
		Madame Alexander Doll Club/ Reg. #3,337,972	
		MADC/ Reg. #3,287,515	
		Play Alexander/ Reg. #3,335,813	
		Separated at Birth/ Serial #77/127321	

<i>Credit Party</i>	<i>Patents / Registration or Application Numbers</i>	<i>Trademarks / Registration or Application Numbers</i>	<i>Copyrights / Registration or Application Numbers</i>
		MADAME ALEXANDER UNDER MADRID PROTOCOL/International Reg. #911936	
b. Parent Company			
c. Subsidiary			