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
Sassy, Inc.		04/02/2008	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 14

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
Registration Number:	3006201	SASSY
Registration Number:	1556870	SASSY SEAT
Registration Number:	1116407	SASSY SEAT
Serial Number:	76662981	SASSY SPA

CH $365.00 1652060

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:	04/02/2008

Total Attachments: 19

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AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of April 2, 2008, is made by and among Kids Line, LLC, a Delaware limited liability company ("Kids Line"), Sassy, Inc., an Illinois corporation ("Sassy"), LaJobi, Inc., a Delaware corporation ("LaJobi"), I & J HoldCo Inc., a Delaware corporation ("I & J") and those Subsidiaries that are or, in accordance with Section 10.10 of the Credit Agreement referred to below, may become parties to such Credit Agreement as borrowers (together with Kids Line, Sassy, LaJobi and I & J collectively, the "Borrowers"), those Subsidiaries that are or, in accordance with Section 10.10 of the Credit Agreement may become parties to such Credit Agreement as "Guarantors," the financial institutions that are or may from time to time become parties to the Credit Agreement as Lenders (together with their respective successors and assigns, the "Lenders") (the Borrowers and the Guarantors are 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 have entered into an Amended and Restated 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 as Lenders 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, the Borrowers. Such Credit Agreement, at the request of the Borrowers, amends and restates the Existing Credit Agreement (as defined in the Credit Agreement) pursuant to which the "Lenders" party thereto agreed to make certain credit facilities available to Kids Line and Sassy and any other "Borrowers" (as defined in the Existing Credit Agreement) party thereto. In connection with such extension of credit, Kids Line and Sassy executed that certain Patent and Trademark Security Agreement dated as of March 14, 2006 (as amended prior to the date hereof, the "Existing Patent and Trademark Security Agreement") pursuant to which Kids Line and Sassy granted to the Administrative Agent on behalf of itself and the Lenders party to the Existing Credit Agreement a security interest in the "Patent Collateral" and the "Trademark Collateral" (as such terms are defined therein).

B. In connection with the execution of the Credit Agreement, the Grantors have entered into an Amended and Restated 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 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,

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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.

D. In furtherance and to properly evidence the foregoing grant, the parties hereto desire to amend and restate the Existing Patent and Trademark Security Agreement in its entirety.

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;

(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]

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.

GRANTORS:

KIDS LINE, LLC, a Delaware limited liability company

By: _____
Name: CHARLES GINN
Title: CHIEF FINANCIAL OFFICER

SASSY, INC., an Illinois corporation

By: _____
Name:
Title:

LAJOBI, INC., a Delaware corporation

By: _____
Name: CHARLES GINN
Title: CHIEF FINANCIAL OFFICER & SECRETARY

I & J HOLDCO, INC., a Delaware Corporation

By: _____
Name: CHARLES GINN
Title: CHIEF FINANCIAL OFFICER & SECRETARY

[Signature Page to Patent and Trademark Security Agreement]

STATE OF CA)
) ss
COUNTY OF LA)

On this 27 day of March, 2008, 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 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.

Aida Pinto
Notary Public

AIDA PINTO
Comm. # 1524713
NOTARY PUBLIC - CALIFORNIA
Los Angeles County
My Comm. Expires Nov. 22, 2008

[Notary Page to Patent and Trademark Security Agreement]

CHI-1633520

STATE OF CA)
) ss
COUNTY OF LA)

On this 27 day of March, 2008, 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 LaJobi, 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

AIDA PINTO
Comm. # 1524713
NOTARY PUBLIC - CALIFORNIA
Los Angeles County
My Comm. Expires Nov. 22, 2008

[Notary Page to Patent and Trademark Security Agreement]

CHI-1633520

STATE OF CA)
) ss
COUNTY OF LA)

On this 27 day of March, 2008, 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 I & J Holdco, 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.

Aida Pinto
Notary Public

AIDA PINTO
Comm. # 1524713
NOTARY PUBLIC - CALIFORNIA
Los Angeles County
My Comm. Expires Nov. 22, 2008

[Notary Page to Patent and Trademark Security Agreement]

CHI-1633520

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.

GRANTORS:

KIDS LINE, LLC, a Delaware limited liability company

By: _____
Name:
Title:

SASSY, INC., an Illinois corporation

By: _____
Name: MARC S. GOLDFARB
Title: VP & SEC'Y

LAJOBI, INC., a Delaware corporation

By: _____
Name:
Title:

I & J HOLDCO, INC., a Delaware Corporation

By: _____
Name:
Title:

[Signature Page to Patent and Trademark Security Agreement]

CHI-1633520

STATE OF New Jersey)
) ss
COUNTY OF Bergen)

On this 1st day of April, 2008, 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 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.

Mary M. Cali
Notary Public

MARY M. CALI
Notary Public, NJ
12 Antrim Ave.
Suffern, NY 10901

[Notary Page to Patent and Trademark Security Agreement]

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Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name: TRAVIS J. BURNS
Title: SR. VICE PRESIDENT

[Signature Page to Patent and Trademark Security Agreement]

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

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. 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. [The Barna trademark is no longer used.]

TRADEMARK
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Grantor	Country	Trademark	Trademark Application/ Registration Number
Sassy, Inc.	UNITED STATES	SASSY SPA	App. No. 76662981
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. 542170
Sassy, Inc.	CANADA	SASSY SEAT & DESIGN	Reg. No. 282211
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

Grantor	Country	Trademark	Trademark Application/ Registration Number
Sassy, Inc.	ISRAEL	SASSY	Reg. No. 120447
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
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

Grantor	Country	Trademark	Trademark Application/ Registration Number
Sassy, Inc.	UNITED KINGDOM	SASSY	Reg. No. 2158808
Sassy, Inc.	VENEZUELA	SASSY	Reg. No. P232849
Sassy, Inc.	UNITED KINGDOM	SASSY SEAT	Reg. No. B1215291
Kids Line, LLC	UNITED STATES	BEBEFINA	Reg. No. 2,177,304
Kids Line, LLC	UNITED STATES	KATIE LITTLE	Reg. No. 3096317*
Kids Line, LLC	UNITED STATES	KIDSLINE	Reg. No. 2754915
Kids Line, LLC	UNITED STATES	KIDSLINE	Reg. No. 3362374*
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
LaJobi, Inc.	UNITED STATES	BABI ITALIA	Reg. No. 2682277
LaJobi, Inc.	UNITED STATES	BONAVITA	Reg. No. 2168023
LaJobi, Inc.	UNITED STATES	ISSI	Reg. No. 2636068
LaJobi, Inc.	UNITED STATES	LIFESTYLE CRIB	Reg. No. 2691114
LaJobi, Inc.	UNITED STATES	EUROPA BABY	App. No. 77/231692
LaJobi, Inc.	United States	TREASURED BEGINNINGS	App. No. 77/429825

* Application Number 78/246424 was changed as Registration Number 3096317 was assigned; Application Number 78/827837 was changed as Registration Number 3362374 was assigned

TRADEMARK
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Licenses

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.	License Agreement dated as of October 14, 2002 by and between Manhattan Group LLC and Sassy, Inc.
3.	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
4.	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)
5.	Consultant Agreement dated May 2, 2000 between Dr. Joyce Aronson and Sassy, Inc.
6.	Letter Agreements dated August 7, 2001 and September 17, 2001 between Pitrone & Associates and Sassy, Inc.
7.	Exclusivity Agreement dated October 2, 2003 by and between Sassy, Inc. and Impulse Design & Engineering, LLC (expired but the parties continue to do business)
8.	Relationship Agreement dated May 1, 2002 by and between Sassy, Inc. and Lena Strategic Design, Inc. (expired but the parties continue to do business)
9.	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 26, 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)
10.	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)
11.	License Agreement dated October 20, 1995 by and between Princeton Innovations, Inc. and Sassy, Inc.
12.	Domestic Merchandise License Agreement dated September 1, 2005 by and between LeapFrog Enterprises, Inc. and Sassy, Inc.
13.	License Agreement dated as of September 20, 2001 by and between Amscan, Inc. and Kids Line, Inc. (Amscan's consent to the March 15, 2002 assignment of the license from Kids Line, Inc. (now known as California KL Holdings, Inc.) to Kids Line, LLC was required but not obtained.)

TRADEMARK
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14.	Oral License Agreement entered into in 2003 by and between Taurus Merchandising Pvt. Ltd and Kids Line, LLC for Zanzibar design.
15.	License Agreement dated March 5, 2001 by and between Taurus Merchandising Pvt. Ltd. and Kids Line, Inc.
16.	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, a Second Amendment dated July 18, 2006, a Third Amendment dated December 7, 2006, a Fourth Amendment dated May 4, 2007, a Fifth Amendment dated October 30, 2007, and a Sixth Amendment dated February 5, 2008.
17.	License Agreement by and between The William Carter Company and Kids Line, LLC.
18.	Trademark License Agreement dated February 2, 2004 between Serta Inc. and LaJobi Industries, Inc. and extended by the letter dated March 27, 2008. An Assignment and Assumption Agreement is being entered into as of the 2nd day of April, 2008 between LaJobi, Inc., and LaJobi Industries, Inc.
19.	Trademark License Agreement dated May 8, 2006 (as amended by Addendum No. 1 to License Agreement dated February 6, 2008 between Graco Children's Products Inc. and Labobi Industries. An Assignment and Assumption Agreement is being entered into as of the 2nd day of April, 2008 between LaJobi, Inc., and LaJobi Industries, Inc.
20.	License Agreement dated November 27, 2007 between Hanny Girl Productions, Inc. and Kids Line, LLC.
21.	Settlement and License Agreement, effective as January 1, 2007, by and between Donald P. Berry, Sr., Designs 2-U, Inc. and Sassy, Inc
22.	License Agreement dated as of August 3, 1997 by and between Taurus Exports Int'l and Kids Line, LLC
23.	Master Use License dated November 5, between Perleberg Verlags GmbH and Sassy, Inc.
24.	Settlement and License Agreement dated August 21, 2006 by and between Sassy, Inc. and the Estate of Marilyn Sanders O'Bradovich
25.	License Agreement dated July 15, 2007 by and between Consumer Digest Communications, LLC and LaJobi Industries, Inc.
26.	Licensing Letter of Intention dated on or about May 30, 2007 by and between Sassy, Inc. and Bebé Baby, LLC.
27.	IDEO Services Agreement dated on or about April 30, 2007 between Sassy, Inc. and IDEO Inc.

TRADEMARK
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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. D357524	04/18/1995	Water Toy
Sassy, Inc.	Patent No. 6209133	04/03/2001	Integrated Bib/Teether Apparatus
Sassy, Inc.	Patent No. 6905507	06/14/2005	Teething Pacifier
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
LaJobi, Inc.	Patent No. 6845530	01/25/05	Convertible Crib and Bed Arrangement

TRADEMARK
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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.	License Agreement dated as of October 14, 2002 by and between Manhattan Group LLC and Sassy, Inc.
3.	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
4.	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)
5.	Consultant Agreement dated May 2, 2000 between Dr. Joyce Aronson and Sassy, Inc.
6.	Letter Agreements dated August 7, 2001 and September 17, 2001 between Pitrone & Associates and Sassy, Inc.
7.	Exclusivity Agreement dated October 2, 2003 by and between Sassy, Inc. and Impulse Design & Engineering, LLC (expired but the parties continue to do business)
8.	Relationship Agreement dated May 1, 2002 by and between Sassy, Inc. and Lena Strategic Design, Inc. (expired but the parties continue to do business)
9.	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 26, 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)
10.	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)
11.	License Agreement dated October 20, 1995 by and between Princeton Innovations, Inc. and Sassy, Inc.
12.	Domestic Merchandise License Agreement dated September 1, 2005 by and between LeapFrog Enterprises, Inc. and Sassy, Inc.
13.	License Agreement dated as of September 20, 2001 by and between Amscan, Inc. and Kids Line, Inc. (Amscan's consent to the March 15, 2002 assignment of the license from Kids Line, Inc. (now known as California KL Holdings, Inc.) to Kids Line, LLC was required but not obtained.)

TRADEMARK
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14.	Oral License Agreement entered into in 2003 by and between Taurus Merchandising Pvt. Ltd and Kids Line, LLC for Zanzibar design.
15.	License Agreement dated March 5, 2001 by and between Taurus Merchandising Pvt. Ltd. and Kids Line, Inc.
16.	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, a Second Amendment dated July 18, 2006, a Third Amendment dated December 7, 2006, a Fourth Amendment dated May 4, 2007, a Fifth Amendment dated October 30, 2007, and a Sixth Amendment dated February 5, 2008.
17.	License Agreement by and between The William Carter Company and Kids Line, LLC.
18.	Trademark License Agreement dated February 2, 2004 between Serta Inc. and LaJobi Industries, Inc. An Assignment and Assumption Agreement is being entered into as of the 2nd day of April, 2008 between LaJobi, Inc., and LaJobi Industries, Inc.
19.	Trademark License Agreement dated May 8, 2006 (as amended by Addendum No. 1 to License Agreement dated February 6, 2008 between Graco Children's Products Inc. and Labobi Industries. An Assignment and Assumption Agreement is being entered into as of the 2nd day of April, 2008 between LaJobi, Inc., and LaJobi Industries, Inc.
20.	License Agreement dated November 27, 2007 between Hanny Girl Productions, Inc. and Kids Line, LLC.
21.	Settlement and License Agreement, effective as January 1, 2007, by and between Donald P. Berry, Sr., Designs 2-U, Inc. and Sassy, Inc
22.	License Agreement dated as of August 3, 1997 by and between Taurus Exports Int'l and Kids Line, LLC
23.	Master Use License dated November 5, between Perleberg Verlags GmbH and Sassy, Inc.
24.	Settlement and License Agreement dated August 21, 2006 by and between Sassy, Inc. and the Estate of Marilyn Sanders O'Bradovich
25.	License Agreement dated July 15, 2007 by and between Consumer Digest Communications, LLC and LaJobi Industries, Inc.