

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 |
| LaJobi, Inc. | | 04/02/2008 | CORPORATION: DELAWARE |
| 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: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2682277 | B BABI ITALIA | |
| Registration Number: | 2168023 | BONAVITA | |
| Registration Number: | 2636068 | ISSI | |
| Registration Number: | 2691114 | LIFESTYLE CRIB | |
| Serial Number: | 77231692 | EUROPA BABY | |
| Serial Number: | 77429825 | TREASURED BEGINNINGS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)782-8585 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| 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 | | |

CH \$165.00 2682277

| | |
|-------------------------|-------------------|
| 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,

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.

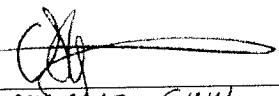
This Agreement shall be construed in accordance with and governed by the internal laws of the State of New York.

[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:

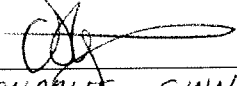
KIDS LINE, LLC, a Delaware limited liability company

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

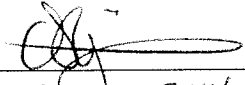
SASSY, INC., an Illinois corporation

By: _____
Name:
Title:

LAJOBI, INC., a Delaware corporation

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

I & J HOLDCO, INC., a Delaware Corporation

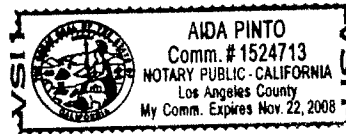
By: 
Name: *CHARLES GINN*
Title: *CHIEF FINANCIAL OFFICER & SECRETARY*

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.



Notary Public



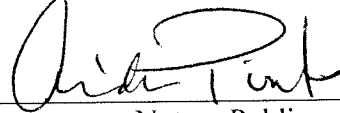
[Notary Page to Patent and Trademark Security Agreement]

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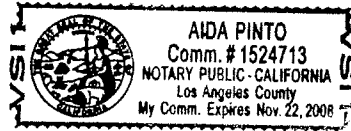
TRADEMARK
REEL: 003751 FRAME: 0225

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



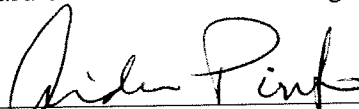
[Notary Page to Patent and Trademark Security Agreement]

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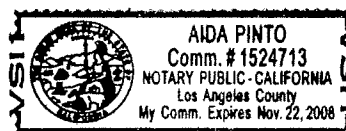
TRADEMARK
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STATE OF CA)
) ss
COUNTY OF LA)

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.



Notary Public



[Notary Page to Patent and Trademark Security Agreement]

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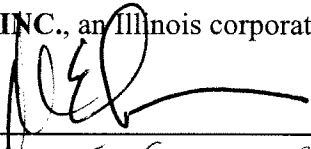
Each of the Grantors has caused this Patent and Trademark Security Agreement to be duly executed by its respective duly authorized officer thereunto as of the date first set forth above.

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

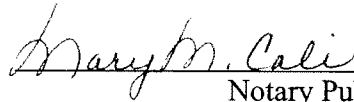
By: _____
Name:
Title:

I & J HOLDCO, INC., a Delaware Corporation

By: _____
Name:
Title:

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.



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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TRADEMARK
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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]

CHI-1633520

TRADEMARK
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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.]

| 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

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.) |

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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 2 nd 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 2 nd 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. |

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 |

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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.) |

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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 2 nd 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 2 nd 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. |