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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Children's Factory, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Missouri
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) October 19, 2007

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Fanny's Play House, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 79-B Express Street

City: Plainview

State: New York

Country: USA Zip: 11803

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship New York
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,139,007 2,261,154 2,361,905  
2,361,906 2,524,780 2,922,313

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Paul M. Denk

Internal Address: M-1715

Street Address: 763 S. New Ballas Rd. Ste. 170

City: St. Louis

State: Missouri Zip: 63141

Phone Number: 314-872-8136

Fax Number: 314-447-0390

Email Address: denkpatentlaw@earthlink.net

**6. Total number of applications and registrations involved:**

6

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Refund Ref: 4 Numbr: 0000162179  
04/10/2008 DBYRNE

04-07-2008

b. Deposit Account Number: 3-21-08  
CHECK Refund Total: \$75.00

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

Paul M. Denk

Name of Person Signing

04/10/2008 DBYRNE 00000005 2139007

01756:0521 Number of pages including cover  
02 00:0522 Attachments, and document

40.00 OF  
125.00 OF

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003758 FRAME: 0372

APPENDIX A  
Trademarks

	Trademark	Reg. No.	Date Reg.
1.	POSE AND PLAY FRIENDS	2,139,007	February 24, 1998
2.	FANNY'S PLAY HOUSE	2,261,154	July 13, 1999
3.	INTERNATIONAL FRIENDS	2,361,905	June 27, 2000
4.	Service Mark	2,361,906	June 27, 2000
5.	HUG AND HOLD BABY PUPPET	2,524,780	January 1, 2002
6.	BABY BOTTOMS	2,922,313	February 1, 2005

APPENDIX B

ASSIGNMENT  
INTELLECTUAL PROPERTY RIGHTS

This Assignment, made and entered into this 19 day of October, 2007, by and between Childrens Factory, Inc. , a Missouri Corporation, located at 245 West Essex, Kirkwood, MO 63122, herein after referred to as Childrens, and Fanny's Play House, Inc., a New York Corporation, located at 79-B Express Street, Plainview, NY 11803, herein after referred to as Fanny's.

WHEREAS, Fanny's is the owner of select intellectual property rights all as identified in the Appendices A through B, as appended hereto, and herein desires to assign said intellectual property rights to Childrens; and Fanny's herein affirms that it has acquired by assignment, from its authors, inventors and creators, all right, title and interest in and to the various identified property rights, and Childrens is desirous of acquiring all of said right, title and interest in and to said intellectual property rights, as currently held by Fanny's;

Therefore, in consideration of the sum of one dollar (\$1.00), paid by Childrens to Fanny's, the receipt of which is hereby acknowledged, and Fanny's acknowledges the receipt of other good and valuable considerations, Fanny's does hereby sell and assign to the said Childrens all of its right, title and interest in and to said Appendix A, trademarks, Appendix B, copyrights, the same to be held and enjoyed by the said Childrens to the full end of the terms for which the said trademarks, and copyrights, as fully and entirely as the same would have been held and enjoyed by Fanny's, if this assignment and sale had not been made; the assignment of said trademark rights includes the transfer and assignment of the said trademarks, their registrations, and the goodwill symbolized by the marks as used upon their identified products in commerce, so that Childrens obtains the full and exclusive rights to the statutory trademarks, and any common law rights incident thereto, pertaining to the trademarks being assigned herein; and, included in the assignment of any of the trademarks, and copyrights, is the right of Childrens to initiate and prosecute any suit for trademark or copyright infringement, that may have occurred prior to the date of execution of this assignment, and to recover and retain any damages sustained as a result of these said infringements.

Signed at St. Charles, Mo  
this 19 day of October, 2007

FANNY'S PLAY HOUSE, INC.

By: Phillip S. Wong  
Name

Title President

EXECUTED and delivered this 19th day of October, 2007

STATE OF Missouri )  
COUNTY OF St. Charles ) SS:

On this 19th day of October, 2007, before  
me, a Notary Public, personally appeared Phillip S. Wong, to me to be  
the person named in and who executed the above assignment, and  
acknowledged to me that he executed the same for the uses and purposes  
therein mentioned, as his own free act and deed.

[SEAL] Jo Potts  
Notary Public

My Commission Expires: 12-07-2009



