

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Small World Toys Enterprises LLC		06/30/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	LV Administrative Services, Inc.
Street Address:	335 Madison Avenue
Internal Address:	10th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	3184639	ACTIVE EDGE
Serial Number:	78711487	ACTIVE EDGE EXTREME
Registration Number:	2544821	ALL ABOUT BABY
Registration Number:	2653649	CAFE PLAY
Registration Number:	2959232	GERTIE
Registration Number:	1581732	GERTIE BALL
Serial Number:	78811623	IMAGIIX
Registration Number:	2483022	IQ BABY
Registration Number:	2583513	IQ BABY
Serial Number:	78785246	IQ KIDS
Registration Number:	3166112	IQ PRESCHOOL
Registration Number:	3209240	LIFT AND LEARN
Registration Number:	2545293	MUSIC BLOCKS

CH \$1165.00 3184639

Registration Number:	2423663	NEUROSMITH
Registration Number:	3104335	PET ME PLATYPUS
Serial Number:	78899820	PLAY PATTERNS DESIGNED TO EXPAND THE MIND!
Registration Number:	2355202	PUZZIBILITIES
Serial Number:	78881982	RYAN'S ROOM
Registration Number:	2851495	RYAN'S ROOM ...WHERE IMAGINATION COMES TO PLAY
Registration Number:	2718922	RYAN'S ROOM ...WHERE IMAGINATION COMES TO PLAY
Registration Number:	3048098	SCUSHIES
Registration Number:	2995527	SMALL WORLD KIDS
Registration Number:	3230872	SMALL WORLD LIVING
Registration Number:	1383504	SMALL WORLD TOYS
Registration Number:	1268062	SMALL WORLD TOYS
Registration Number:	1274422	SUITCASE SCIENCE
Registration Number:	2807383	SUNSHINE SYMPHONY
Registration Number:	3099155	SW EXPRESS
Registration Number:	2950687	THE WORLD'S MOST CATCHABLE BALL!
Registration Number:	3114590	TOGETHER TUNES
Registration Number:	3080175	TOUCH 'N SING
Serial Number:	78855131	WHERE LEARNING AND IMAGINATION COME TO PLAY
Registration Number:	2894207	C. MARIE
Registration Number:	3195522	FUNKY FEET
Serial Number:	77024927	E J ENTERPRISES TOYS GIFTS ACCESSORIES
Registration Number:	3328487	MONKEY MAGNET PUZZLE BOX
Registration Number:	3027587	SEW 'N' SEW
Registration Number:	2957909	SWITCHIT
Registration Number:	2931650	CHANGING ROOMS
Registration Number:	3013777	IT'S BY...PDI
Registration Number:	1967482	PAINT-A-SNAKE
Registration Number:	1967483	PAINT-A-FISH
Serial Number:	77470856	GREEN WORLD
Serial Number:	77240022	ALPHABITZ
Serial Number:	77035430	TWISTKINS
Serial Number:	77462586	SMALL WORLD

CORRESPONDENCE DATA

TRADEMARK
REEL: 004043 FRAME: 0188

Fax Number: (312)896-5678
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3124643135
Email: msmolucka@loeb.com
Correspondent Name: Scott J. Giordano/Loeb & Loeb LLP
Address Line 1: 345 Park Avenue
Address Line 4: New York, NEW YORK 10154

ATTORNEY DOCKET NUMBER:	203891-10135
NAME OF SUBMITTER:	Mary Ann Smolucka
Signature:	/s/ Mary Ann Smolucka
Date:	08/12/2009

Total Attachments: 26
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, restated, supplemented or otherwise modified, the "Agreement"), dated as of June 30, 2009, is made by SMALL WORLD TOYS ENTERPRISES LLC, a Delaware limited liability company (the "Grantor"), in favor of LV Administrative Services, Inc., a Delaware corporation, as administrative and collateral agent for the Lenders (as defined in the Security Agreement referred to below) (the "Agent").

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented and/or otherwise modified from time to time, the "Security Agreement") by and among Grantor, the Lenders party thereto from time to time and the Agent, the Lenders have agreed to provide financial accommodations to Grantor;

WHEREAS, Creditor Parties are willing to enter into the Security Agreement only upon the condition, among others, that Grantor shall have executed and delivered to Agent this Agreement;

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

Section 1. DEFINED TERMS; RULES OF CONSTRUCTION.

- (a) Capitalized terms used in this Agreement but not otherwise defined herein have the meanings given to them in the Security Agreement.
- (b) When used herein the following terms shall have the following meanings:

"Copyrights" means all copyrights arising or protected under the laws of the United States, any other country or any political subdivision thereof, whether registered, or unregistered and whether published or unpublished, all registrations and recordings therefor, and all applications in connection therewith, including but not limited to all registrations, recordings and applications in the United States Copyright Office, any state, or any similar office or agency of the United States, any state, any other country or political subdivision, or any other registry.

"Copyright Licenses" means all agreements pursuant to which any Grantor is licensor or licensee, granting any right under any Copyright, including but not limited to, rights to manufacture, reproduce, display, distribute, perform, modify or otherwise exploit, and sell materials embodying or derived from, any Copyrighted work.

"Intellectual Property" means any and all of the following, throughout the world: Patents, Trademarks, Copyrights, mask works, designs, trade secrets, information, databases, rights of publicity, software, and any other proprietary rights and processes; any licenses to use any of the foregoing owned by a third party including Patent Licenses, Trademark Licenses and Copyright Licenses; and registrations, applications and recordings pertaining to any of the foregoing on any registry.

"Obligations" shall have the meaning provided thereto in the Security Agreement.

"PTO" means the United States Patent and Trademark Office and any successor office or agency.

"Patents" means all patents issued by the PTO, any similar office or agency of the United States, any state, or any other country or political subdivision or other registry, all recordings thereof, and all applications therefor.

"Patent Licenses" means all agreements pursuant to which any Grantor is licensor or licensee, granting any right to manufacture, have made, import, use, or sell any invention covered in whole or in part by a Patent.

"Trademarks" means all trademarks, trade names, corporate names, business names, fictitious business names, Internet Domain Names, trade styles, services marks, logos and other source or business identifiers, arising or protected under the laws of the United States, any state any other country or political subdivision thereof, whether registered or unregistered, and all goodwill connected with the use of and symbolized thereby, all registrations and recordings thereof, and all applications therefor, in the PTO, in any similar office or agency of the United States, any state, any other country or political subdivision, any Internet Domain Name registrar, or any other registry.

"Trademark Licenses" mean all agreements pursuant to which any Grantor is licensor or licensee, granting any right to use a Trademark.

"UCC" shall have the meaning provided thereto in the Security Agreement.

- (c) All Schedules, Addenda, Annexes and Exhibits hereto or expressly identified to this Agreement are incorporated herein by reference and taken together with this Agreement constitute but a single agreement. The words "herein", "hereof" and "hereunder" or other words of similar import refer to this Agreement as a whole, including the Exhibits, Addenda, Annexes and Schedules thereto, as the same may be from time to time amended, modified, restated or supplemented, and not to any particular section, subsection or clause contained in this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter. The term "or" is not exclusive. The term "including" (or any form thereof) shall not be limiting or exclusive. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. All references in this Agreement or in the Schedules, Addenda, Annexes and Exhibits to this Agreement to sections, schedules, disclosure schedules, exhibits, and attachments shall refer to the corresponding sections, schedules, disclosure schedules, exhibits, and attachments of or to this Agreement. All references to any instruments or agreements, including references to any of this Agreement, the Security Agreement or the Ancillary Agreements

shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

- (d) The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.
- (e) In the event of an irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the Agent shall have the right to determine which Agreement shall govern with respect to each such conflict.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the prompt payment to the Creditor Parties of the Obligations of the Grantor now or hereafter existing from time to time, Grantor hereby pledges and grants to the Agent, for the ratable benefit of the Creditor Parties, a continuing security interest in and Lien upon all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Collateral");

- (a) Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (c) Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) Intellectual Property not covered by the foregoing, including those referred to on Schedule IV hereto;
- (e) Renewals, reissues, continuations, divisions, or extensions of any of the foregoing;
- (f) Rights to sue third parties for past, present or future infringement, dilution, misappropriation, or other violation of rights in any Intellectual Property, including injury to the goodwill associated with any Trademark, and all causes of action for the same;
- (g) All products and Proceeds of all or any of the foregoing, tort claims and all claims and other rights to payment including (i) insurance claims against third parties for loss of, damage to, or destruction of, the foregoing Collateral and (ii) payments due or to become due under licenses of any or all of the foregoing and Proceeds payable under, or unearned premiums with respect to policies of insurance in whatever form; provided, however, that the Collateral shall not constitute a grant of a security interest in (a) any property to the extent that such grant of a security interest is prohibited by any rule of law, statute or regulation, requires a consent

not obtained of any government, governmental body or official or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except to the extent that such rule of law, statute or regulation or the term in such contract, license, agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law; and (b) any trademark or service mark applications filed in the PTO on the basis of any Grantor's intent to use such trademark or service mark, unless and until a statement of use or amendment to allege use is filed in the PTO, in which event, such trademark or service mark shall automatically be included in the Collateral.

Section 3. REPRESENTATIONS AND WARRANTIES.

Grantor represents and warrants to Agent, in addition to the representations and warranties in Security Agreement and Ancillary Agreements, that:

- (a) such Grantor does not own, in whole or in part, any Patent, Trademark, Copyright, or other Intellectual Property which is the subject of a registration or application in the United States Patent and Trademark Office, United States Copyright Office, any similar office or agency of the United States, any state, any other country or political subdivision, any Internet Domain Name registrar, or any other registry, except as set forth in Schedule I, Schedule II, Schedule III, and Schedule IV, respectively, hereto;
- (b) such Grantor is the sole owner of the Intellectual Property listed on Schedules I to IV hereto (as such schedules may be amended or supplemented from time to time) identified as owned by such Grantor, and all registrations and applications for such Intellectual Property are standing in the name of such Grantor;
- (c) no Intellectual Property has been licensed or sublicensed by any Grantor to any Affiliate or third party, except under the licenses disclosed in Schedules I to IV hereto;
- (d) this Agreement is effective to create a valid security interest in favor of Agent, for the benefit of the Creditor Parties, in all of Grantor's Intellectual Property. Upon the (i) filing of this Intellectual Property Security Agreement in the PTO (with respect to the United States Patents set forth on Schedule I hereto and the United States Trademarks set forth on Schedule II hereto), and in the United States Copyright Office (with respect to the United States Copyrights set forth on Schedule III hereto), and (ii) the filing of all appropriate UCC-1 financing statements, such security interest will be enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon the making of such filings set forth above, all action necessary or desirable to protect and perfect Agent's Lien on Grantor's United States and State Patents, Trademarks, and Copyrights,

shall have been taken, as well as any necessary actions in order to protect and perfect Agent's Lien over any foreign Intellectual Property.

Section 4. COVENANTS. Grantor covenants and agrees with Agent, from and after the date of this Agreement, and in addition to the covenants in Security Agreement and Ancillary Agreements, that:

- (a) Such Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Intellectual Property owned by such Grantor may become abandoned, dedicated to the public, placed in the public domain or otherwise invalidated or unenforceable, or of any adverse determination or development in any proceeding (including the institution of any proceeding) in the PTO, the United States Copyright Office, or any similar agency of the United States, any state, or other country or political subdivision thereof, any Internet Domain registry or other registry, or any court, regarding Grantor's ownership of or right to use register, keep and/or maintain any Intellectual Property;
- (b) Such Grantor shall take all actions necessary, or requested by Agent, to (i) maintain and pursue each application, for registration in respect of the Intellectual Property owned by such Grantor and/or licensed to such Grantor from time to time and (ii) maintain the subsistence, validity and enforceability of all Intellectual Property owned by such Grantor and/or licensed to such Grantor, in each case by including without limitation filing applications for renewal, affidavits of use, affidavits of noncontestability and the commencement and prosecution of opposition and interference and cancellation proceedings;
- (c) In the event that any Intellectual Property owned by or exclusively licensed to such Grantor is infringed, diluted, misappropriated, or otherwise violated by a third party, such Grantor shall notify Agent promptly after such Grantor learns thereof and shall promptly take all reasonable actions to stop the same and enforce its rights in such Intellectual Property and to recover all damages therefor, including, but not limited to, the initiation of a suit for injunctive relief and damages and shall take such other actions as are reasonable, or as Agent shall deem appropriate under the circumstances to protect such Grantor's rights in such Intellectual Property;
- (d) Such Grantor shall use statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, appropriate notice of copyright in connection with the publication of Copyrighted materials, and other legends or markings applicable to other Intellectual Property;
- (e) Such Grantor shall maintain the level of the quality of products sold and services rendered under any Trademarks owned by such Grantor at a level at least consistent with the quality of such products and services as of the date hereof, and such Grantor shall take all actions necessary to insure that all licensees of

Trademarks owned by such Grantor use consistent standards of quality as directed by such Grantor in connection with their licensed products and services and otherwise adequately control the quality of goods and services offered by any licensees of its Trademarks; and

- (f) Such Grantor shall take all steps necessary to protect the secrecy of all trade secrets material to its business.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted by Grantor to Agent, for the ratable benefit of the Creditor Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral made and granted herein are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Any rights and remedies set forth herein are without prejudice to, and in addition to, those set forth in the Security Agreement.

Section 6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of such Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. INDEMNIFICATION. Grantor assumes all responsibility and liability arising from the use of the Intellectual Property and Grantor hereby indemnify and hold Agent and each other Creditor Party harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any Grantor's operations of its business from the use of the Intellectual Property. In any suit, proceeding or action brought by Agent under any Patent License, Trademark License, or Copyright License for any sum owing thereunder, or to enforce any provisions of such License, Grantor shall indemnify and keep Agent and each other Creditor Party harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of any Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from any Grantor, and all such obligations of Grantor shall be and remain enforceable against and only against Grantor and shall not be enforceable against Agent or any other Creditor Party.

Section 8. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or

served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Security Agreement.

Section 9. TERMINATION OF THIS AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon payment in full in cash of all Obligations and irrevocable termination of the Security Agreement and the Ancillary Agreements.

Section 10. GOVERNING LAW; JURISDICTION; SERVICE AND WAIVER OF JURY TRIAL.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

GRANTOR HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN GRANTOR, ON THE ONE HAND, AND THE AGENT AND/OR ANY OTHER CREDITOR PARTY, ON THE OTHER HAND, PERTAINING TO THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER ANCILLARY AGREEMENT, PROVIDED, THAT GRANTOR ACKNOWLEDGES THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF THE COUNTY OF NEW YORK, STATE OF NEW YORK; AND FURTHER PROVIDED, THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE THE AGENT OR ANY OTHER CREDITOR PARTY FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO COLLECT THE INDEBTEDNESS, TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE INDEBTEDNESS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE AGENT AND/OR ANY OTHER CREDITOR PARTY. GRANTOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND GRANTOR HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS. GRANTOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO GRANTOR AT THE ADDRESS SET FORTH IN THE SECURITY AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF GRANTOR'S ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER DEPOSIT IN THE U.S. MAILS, PROPER POSTAGE PREPAID.

THE PARTIES HERETO DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND/OR OF ARBITRATION, THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE BETWEEN THE AGENT AND/OR ANY OTHER CREDITOR PARTY, ON THE ONE HAND, AND GRANTOR, ON THE OTHER, ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, ANY OTHER DOCUMENT OR THE TRANSACTIONS RELATED HERETO OR THERETO.

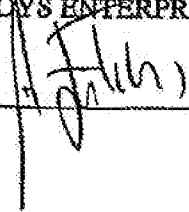
Section 11. SIGNATURES. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument. It is understood and agreed that if facsimile or other electronic copies of this Agreement bearing facsimile or other electronic signatures are exchanged between the parties hereto, such copies shall in all respects have the same weight, force and legal effect and shall be fully as valid, binding, and enforceable as if such signed facsimile or other electronic copies were original documents bearing original signature.

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IN WITNESS WHEREOF, Grantor has executed this Amended and Restated Intellectual Property Security Agreement as of the date first written above.

SMALL WORLD TOYS ENTERPRISES LLC

By: _____
Name:
Title:



ACCEPTED and ACKNOWLEDGED by:
LV ADMINISTRATIVE SERVICES INC., as Agent

By: _____
Name:
Title:

NY784502

SIGNATURE PAGE TO
AMENDED AND RESTATED
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

IN WITNESS WHEREOF, Grantor has executed this Amended and Restated Intellectual Property Security Agreement as of the date first written above.

SMALL WORLD TOYS ENTERPRISES LLC

By: _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:
LV ADMINISTRATIVE SERVICES INC., as Agent

By: _____
Name:
Title:

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

<u>No.</u>	<u>Title</u>	<u>Country</u>	<u>Application No.</u>	<u>Date</u>	<u>Regulation No.</u>	<u>Date</u>
1.	ACTIVE EDGE	U.S.A.	78/545940	1/11/2005	3184339	12/12/2006
2.	ACTIVE EDGE EXTREME	U.S.A.	78/711487	9/12/2005		3/5/2002
3.	ALL ABOUT BABY	U.S.A.	75/245064	4/23/2001	2544821	6/7/2005
4.	CAFE PLAY	U.S.A.	76/245145	4/23/2001	2653649	2/6/1990
5.	GERTIE	U.S.A.	76/583142	3/26/2004	2959232	
6.	GERTIE BALL	U.S.A.	73/810754	7/5/1989	1581732	
7.	IMAGIX	Can.	699465	2/24/1992	TMA470191	
8.	IMAGIX	U.S.A.	72/811623	2/9/2006		2/3/2006
9.	IQ BABY	Europe	4250031	1/20/2005	4250031	8/28/2001
10.	IQ BABY	U.S.A.	75/627737	1/26/1999	2483022	6/18/2002
11.	IQ BABY	U.S.A.	76/106853	6/18/2002	2583513	
12.	IQ BABY	U.S.A.	78/785246	1/4/2006		
13.	IQ KIDS	U.S.A.	78/444982	7/1/2004	3166112	10/31/2006
14.	IQ PRESCHOOL	Australia	718349	12/17/1998	781349	8/2/1989
15.	LEARNINGSMITH	Can.	765099	9/26/1994	449665	11/3/1995
16.	LEARNINGSMITH	U.S.A.	78/898819	6/2/2006	3209240	2/13/2007
17.	LIFT AND LEARN	U.S.A.	75/459420	3/30/1998	2545293	3/5/2002
18.	MUSIC BLOCKS	Australia	912997	5/15/2002	912997	11/1/2002
19.	MUSINI	China	3228089	7/1/2002	3228089	11/28/2003
20.	MUSINI	Europe	2700854	5/16/2002	2700854	5/16/2002
21.	MUSINI	Japan	2002-046350	6/5/2002	4643589	2/7/2003
22.	MUSINI	New Zealand	667233	5/16/2002	657233	10/7/2002
23.	NEUROSMITH	Australia	942967	2/10/2003	942967	9/29/2003
24.	NEUROSMITH	Can.	1169117	2/24/2003	628232	1/4/2005
25.	NEUROSMITH	China	3489090	3/17/2003	3489090	8/28/2004
26.	NEUROSMITH	China	3489088	3/27/2003	3489088	8/7/2004
27.	NEUROSMITH	China	3489089	3/17/2003	3489089	3/14/2005
28.	NEUROSMITH	Europe	3043817	2/7/2003	3043817	8/12/2004
29.	NEUROSMITH	Japan	2003-018986	3/11/2003	4698719	8/8/2003
30.	NEUROSMITH	New Zealand	673118	2/10/2003	673118	9/8/2003
31.	NEUROSMITH	New Zealand	673119	2/10/2003	673119	8/14/2003
32.	NEUROSMITH	New Zealand	673120	2/10/2003	673120	8/14/2003
33.	NEUROSMITH	Singapore	T03/01890H	2/13/2003	T03/01890H	2/13/2003
34.	NEUROSMITH	Singapore	T03/01892D	2/13/2003	T03/01892D	2/13/2003
35.	NEUROSMITH	Singapore	T03/018951	2/13/2003	T03/018951	2/13/2003
36.	NEUROSMITH	S. Africa	2003/02265	2/7/2003		
37.	NEUROSMITH	S. Africa	2003/02266	2/7/2003		
38.	NEUROSMITH	S. Africa	2003/02267	2/7/2003		
39.	NEUROSMITH	Switzerland	807712003	2/7/2003		
40.	NEUROSMITH	Taiwan	92007333	2/7/2003	509531	4/23/2003
41.	NEUROSMITH	Taiwan	92007334	2/7/2003	1089227	3/1/2004
42.	NEUROSMITH	Taiwan	92007335	2/7/2003	1077604	12/1/2003
43.	NEUROSMITH	U.S.A.	75/380477	2/7/2003	193340	12/1/2003
44.	PET ME PLATYPUS	U.S.A.	76/497493	10/28/1997	2423663	1/23/2001
45.	PLAY PATTERNS DESIGNED TO EXPAND THE MIND	U.S.A.	78/899820	3/14/2003	3104335	6/13/2006
46.	PUZZIBILITIES	U.S.A.	75/752174	6/2/2005	2355202	6/6/2000

47.	RYAN'S ROOM	5272479	China	4/7/2006		
48.	RYAN'S ROOM	78/881982	U.S.A.	5/11/2006		
49.	RYAN'S ROOM	76/403504	U.S.A.	5/3/2002	2851495	6/8/2004
50.	RYAN'S ROOM	76/403507	U.S.A.	5/3/2002	2718822	5/27/2003
51.	SCUSHIES	76/621545	U.S.A.	11/22/2004	3048098	1/24/2006
52.	SMALL WORLD KIDS	12468624	Can.	3/11/2005		
53.	SMALL WORLD KIDS	5273480	China	4/7/2005		
54.	SMALL WORLD KIDS	4308185	Europe	2/24/2005	4303185	2/21/2006
55.	SMALL WORLD KIDS	76/448631	U.S.A.	9/6/2002	2985527	9/13/2005
56.	SMALL WORLD LIVING	78/541449	U.S.A.	1/3/2005	3230872	4/17/2007
57.	SMALL WORLD TOYS	1045905	Australia	3/14/2005	1045905	3/14/2005
58.	SMALL WORLD TOYS	1247671	Can.	2/17/2005		
59.	SMALL WORLD TOYS	5272481	China	4/7/2006		
60.	SMALL WORLD TOYS	4308227	Europe	4/7/2006		
61.	SMALL WORLD TOYS	726634	New Zealand	2/24/2005	4308227	4/20/2005
62.	SMALL WORLD TOYS	73/510829	U.S.A.	3/14/2005		
63.	SMALL WORLD TOYS	73/279564	U.S.A.	11/28/1984	1383504	2/18/1986
64.	SUITCASE SCIENCE	73/408011	U.S.A.	9/29/1980	1268062	2/21/1984
65.	SUNSHINE SYMPHONY	78/044454	U.S.A.	1/3/1983	1274422	4/17/1984
66.	SW EXPRESS	1045906	Australia	1/23/2001	2807383	1/20/2004
67.	SW EXPRESS	1250847	Can.	3/14/2005	1045906	10/24/2005
68.	SW EXPRESS	4308573	Europe	3/16/2005		
69.	SW EXPRESS	726635	New Zealand	2/24/2005	4308573	5/24/2006
70.	SW EXPRESS	78/452271	U.S.A.	3/14/2005	726635	9/15/2005
71.	THE WORLD'S MOST CATCHABLE BALL	76/580869	U.S.A.	7/16/2004	3099155	5/30/2006
72.	TOGETHER TUNES	76/497490	U.S.A.	3/15/2004	2950687	5/10/2005
73.	TOUCH N SING	76/566213	U.S.A.	3/14/2003	3114590	7/11/2006
74.	WHERE LEARNING AND IMAGINATION COME TO PLAY	78/855131	U.S.A.	12/8/2003	3080175	4/11/2006
75.	C. MARIE		U.S.A.	4/5/2006		
76.	FUNKY FEET		U.S.A.		2894207	10/19/2004
77.	EJ ENTERPRISES		U.S.A.		3195522	1/9/2007
78.	EJ ENTERPRISES TOYS GIFTS ACCESSORIES		California		99678	12/20/1994
79.	PlajaPets	77/024927	U.S.A.	10/19/2006		
80.	Plaja Petits					
81.	Pingguo the Panda				Unregistered TM	
82.	Vappu the Goldfish				Unregistered TM	
83.	Hokon the Dragon				Unregistered TM	
84.	Muga the Elephant				Unregistered TM	
85.	Zoco the Parrot				Unregistered TM	
86.	Dermot the Rabbit				Unregistered TM	
87.	Boorri the Monkey				Unregistered TM	
88.	Chizu the Platypus				Unregistered TM	
89.	Tashi the Pig				Unregistered TM	
90.	Yongi the Tiger				Unregistered TM	
91.	Chumbo the Rhino				Unregistered TM	
92.	Izuel the Friendly Monster				Unregistered TM	
93.	Plaja Pets Magnetically Mixable Plush (Stylized)				Unregistered TM	

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- 94. Plaja Pets Magnetically Mixable Plush (& left-side animal Design)
- 95. Plaja Pets Magnetically Mixable Plush (& centered animal Design)
- 96. Plaja Pets (& animal Design)
- 97. Party on the Plaja Islands
- 98. Plaja International
- 99. Plaja International (& Design)
- 100. Plaja International
- 101. www.plajapets.com
- 102. www.plajainternational.com
- 103. MONKEY MAGNET PUZZLE BOX
- 104. SEW 'N' SEW
- 105. SWITCHIT
- 106. CHANGING ROOMS
- 107. IT'S BY ...PDI
- 108. PAINT-A-SNAKE
- 109. PAINT-A-FISH
- 110. GREEN WORLD
- 111. ALPHABITZ
- 112. TWISTKINS
- 113. SMALL WORLD

U.S.A.
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 U.S.A.

77/470856
 77/240022
 77/035430
 77/462586

Unregistered TM
 Unregistered TM
 Unregistered TM
 Unregistered TM
 Unregistered TM
 Unregistered TM
 Trade Name
 Domain Name
 Domain Name
 3328487
 3027567
 2957909
 2931650
 3013777
 1967482
 1967483

Exp. 11/16/2009
 Exp. 04/16/2009

SCHEDULE II
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

No.	Title	Country	Patent No./(Application No.)	Date
1.	PUZZLE TRAY	U.S.A.	D487,959	11/2/2004
2.	EDUCATIONAL MUSIC INSTRUMENT FOR CHILDREN	U.S.A.	6,353,168	3/5/2002
3.	MUSIC BLOCKS	U.S.A.	D410,972	6/15/1999
4.	INTERACTIVE BOOK AND TOY	U.S.A.	TBD-PENDING	10/20/2005
5.	MODULATED LIGHT ENTERTAINER	U.S.A.	TBD-PENDING	10/19/2005
6.	CRIB TOY	U.S.A.	TBD-PENDING	10/19/2005
7.	INTERACTIVE ELECTRONIC BOOK	U.S.A.	TBD-PENDING	10/20/2005
8.	CRIB TOY	U.S.A.	TBD-PENDING	10/19/2005
9.	INTERLEAVING STORY TOY	U.S.A.	TBD-PENDING	10/19/2005
10.	INTERCONNECTING TOY TILE	U.S.A.	TBD-PENDING	10/19/2005
11.	ZOCO	U.S.A.	D370,944/(D/034,859)	06/18/1996/(02/14/1995)
12.	PINGGUO	U.S.A.	D558,839	1/1/2008
13.	HOKON	U.S.A.	D559,338	1/8/2008
14.	DERMOT	U.S.A.	D559,340	1/8/2008
15.	VAPPU	U.S.A.	D559,341	1/8/2008
16.	MUGA	U.S.A.	D564,049	3/11/2008
17.	STUFFED TOY WITH EMBEDDED MAGNETS AND RELATED METHOD	U.S.A.	D564,050	3/11/2008
18.	MONKEY	U.S.A.	Pub. No. 20070254555	
19.	LOBSTER	U.S.A.	Pending production designs	
20.	TIGER	U.S.A.	Pending production designs	
21.	PIG	U.S.A.	Pending production designs	
22.	UNICORN	U.S.A.	Pending production designs	
23.	RACCOON	U.S.A.	Pending production designs	
24.	STOMPER (MSU MAVERICK)	U.S.A.	Pending production designs	
25.	PLATYPUS	U.S.A.	Pending production designs	
26.	FRIENDLY MONSTER	U.S.A.	Pending production designs	
27.	RHINO	U.S.A.	Pending production designs	

SCHEDULE III
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

NO.	TITLE	DATE REGISTERED	REGISTRATION NUMBER
1.	KALEIDOSCOPE	20-May-82	TX-968-352
2.	TWO-WAY MICROSCOPE	20-May-82	TX-968-353
3.	PERISCOPE	20-May-82	TX-968-354
4.	COLOR GLASS PLAY	20-May-82	TX-968-355
5.	MAGNET EXPERIMENT	20-May-82	TX-968-356
6.	DRAWING MACHINE	20-May-82	TX-968-357
7.	ERASER & VACUUM	20-May-82	TX-968-358
8.	SUITCASE SCIENCE KITS	20-May-82	TX-968-359
9.	ZIG-ZAG MACHINE	20-May-82	TX-968-360
10.	ELECTROMAGNETIC CAR	20-May-82	TX-968-361
11.	30 POWER MICROSCOPE	20-May-82	TX-968-362
12.	WATER ALARM AND TIMER	20-May-82	TX-968-363
13.	DOOR BELL	20-May-82	TX-968-364
14.	TOOT-TOOT RACER: AGES 3 TO 7.	23-Jan-81	VA-69-443
15.	TOOT-TOOT LOCO: AGES 3 TO 7.	23-Jan-81	VA-69-444
16.	TOOT-TOOT COPTER: AGES 3 TO 7.	23-Jan-81	VA-69-445
17.	THE SINGING CANARY	26-Oct-81	VA-85-304
18.	COLOR GLASS PLAY: AGES 4-8 YEARS	20-May-82	VA-105-605
19.	KALEIDOSCOPE: AGES 4-8 YEARS	20-May-82	VA-105-606
20.	PERISCOPE: AGES 4-8 YEARS	20-May-82	VA-105-607
21.	TWO-WAY MICROSCOPE: AGES 4-8 YEARS	20-May-82	VA-105-608
22.	DOOR BELL: AGES 6-12 YEARS	20-May-82	VA-105-609
23.	WATER ALARM & TIMER: AGES 6-12 YEARS	20-May-82	VA-105-610
24.	30-POWER MICROSCOPE: AGES 6-12 YEARS	20-May-82	VA-105-611
25.	ELECTRO MAGNETIC CAR: 6-12 YEARS	20-May-82	VA-105-612
26.	ZIG-ZAG MACHINE: AGES 6-12 YEARS	20-May-82	VA-105-613

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27.	ERASER & VACUUM: AGES 6-12 YEARS	20-May-82	VA-105-614
28.	MAGNET SET: AGES 4-8 YEARS	20-May-82	VA-105-615
29.	DRAWING MACHINE: AGES 4-8 YEARS	20-May-82	VA-105-616
30.	SUITCASE SCIENCE CLUB	24-Oct-86	VA-243-099
31.	LIFT AND LEARN WOODEN PUZZLE	16-Feb-88	VA 293-040
32.	VEHICLES / DESIGNED BY ASUSAN RYAN	16-Feb-88	VA-293-784
33.	DINOSAURS / DESIGNED BY ASUSAN RYAN	16-Feb-88	VA-293-785
34.	SPORTS / DESIGNED BY ASUSAN RYAN	16-Feb-88	VA-293-786
35.	WILDLIFE / DESIGNED BY ASUSAN RYAN	16-Feb-88	VA-293-787
36.	PLAYTHINGS / DESIGNED BY ASUSAN RYAN	16-Feb-88	VA-293-788
37.	ANIMALS	16-Feb-88	VA-293-789
38.	ZOO ANIMALS	16-Feb-88	VA-293-790
39.	TRANSPORTATION	16-Feb-88	VA-293-791
40.	FARM	16-Feb-88	VA-293-792
41.	SPACE PUZZLE: ITEM NO. 2552	12-Feb-91	VA-449-552
42.	SEALIFE PUZZLE: ITEM NO. 2551	12-Feb-91	VA-449-553
43.	CIRCUS PUZZLE: ITEM NO. 2550	12-Feb-91	VA-449-554
44.	WESTERN	9-Jun-92	VA-509-659
45.	PIRATES	9-Jun-92	VA-509-709
46.	USA MAP: NO. 2560	9-Jun-92	VA-509-959
47.	WORLD MAP: NO. 2565	12-Nov-92	VA-535-834
48.	ALPHABET PUZZLE: NO. 2572	1-Mar-93	VA-600-983
49.	JUGGLER PUZZLE NO. 2573	1-Mar-93	VA-600-984
50.	CUDDLY THINGS PUZZLE NO. 2583	1-Mar-93	VA-600-985
51.	HOUSEHOLD PUZZLE: NO. 2584	1-Mar-93	VA-600-986
52.	NUMBER PUZZLE: NO. 2571	1-Mar-93	VA-600-987
53.	FRUITS PUZZLE: NO. 2581	1-Mar-93	VA-600-988
54.	WILDLIFE PARK	28-Feb-94	VA-623-466
55.	POND 'N' STREAM	28-Feb-94	VA-623-467
56.	CRITTERS PUZZLE	28-Feb-94	VA-623-468

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57.	COUNTING CATERPILLAR: NO. 2510	25-Apr-94	VA-645-130
58.	CATERPILLAR ABC'S NO. 2511	25-Apr-94	VA-645-131
59.	LET'S PLAY: NO. 2509	25-Apr-94	VA-645-132
60.	MAGGIE, THE MOODY BEAR	4-Aug-94	VA-660-301
61.	MULTI-CULTURAL MOODY: NO. 5040	6-Jun-95	VA-739-897
62.	SEA LIFE MIX AND MATCH: NO. 2593	6-Jun-95	VA-739-898
63.	BIRDS MIX AND MATCH: NO. 2592	6-Jun-95	VA-739-899
64.	ANIMALS MIX AND MATCH: NO. 2594	6-Jun-95	VA-739-900
65.	MOODY CLOWN: NO. 5028	6-Jun-95	VA-739-901
66.	STORYBOOK MOODY	20-Nov-95	VA-751-129
67.	CATERPILLAR MAGIC TOWELS	20-Nov-95	VA-759-938
68.	SAFETY SIGNS NO. 2541	7-May-96	VA-787-455
69.	LETTERS 'N' NUMBERS: NO. 2575	7-May-96	VA-787-456
70.	ZOO ANIMALS: [ITEM] 2053	8-Oct-96	VA-810-901
71.	TRANSPORTATION: NO. 2505	8-Oct-96	VA-810-902
72.	PLAY BOARD NO. 2506	8-Oct-96	VA-810-903
73.	DINOSAURS: NO. 2525	8-Oct-96	VA-810-904
74.	SPORTS: NO. 2526	8-Oct-96	VA-810-905
75.	WILDLIFE NO. 2530	8-Oct-96	VA-810-906
76.	PLAYTHINGS: NO. 2527	8-Oct-96	VA-810-907
77.	UNITED STATES OF AMERICA: NO. 2578	8-Oct-96	VA-810-908
78.	WORLD MAP PUZZLE: NO. 2579	8-Oct-96	VA-810-909
79.	FARM PUZZLE: NO. 2501	8-Oct-96	VA-810-910
80.	FIND-A-SHAPE NO. 2543	8-Oct-96	VA-810-911
81.	PETS: NO. 2528	8-Oct-96	VA-810-912
82.	VEHICLES: NO. 2504	8-Oct-96	VA-827-163
83.	ANIMALS: NO. 2502	8-Oct-96	VA-827-164
84.	BATHTIME: NO. 2544	3-Mar-97	VA-840-627
85.	FARM SCENES: NO. 2701	3-Mar-97	VA-840-628
86.	ACTIVITIES: NO. 2702	3-Mar-97	VA-840-629

87.	PLAYGROUND: NO. 2703	3-Mar-97	VA-840-630
88.	WILD ANIMALS: NO. 2801	3-Mar-97	VA-840-631
89.	UNDER THE SEA: NO. 2802	3-Mar-97	VA-840-632
90.	INSECTS: NO. 2803	3-Mar-97	VA-840-633
91.	FISH MOSAIC: NO. 2804	23-Sep-97	VA-880-613
92.	FIT FOR FUN: NO. 2705	23-Sep-97	VA-880-614
93.	RAINFOREST: NO. 2806	23-Sep-97	VA-880-615
94.	NOAH'S ARK: NO. 2706	23-Sep-97	VA-880-616
95.	CUDDLING KITTENS: NO. 2805	23-Sep-97	VA-880-617
96.	WINTER, SPRING, SUMMER, FALL: NO. 2704	23-Sep-97	VA-880-618
97.	BUSY BODIES: NO. 2545	23-Sep-97	VA-880-619
98.	OUR HOME: NO. 2708	23-Mar-98	VA-914-941
99.	CITY LIFE: NO. 2707	23-Mar-98	VA-914-942
100.	CHANGING PLACES: NO. 2595	23-Mar-98	VA-914-943
101.	TWO-OF-A-KIND: NO. 2709	24-Sep-98	VA-987-488
102.	NOAH'S ARK: NO. 2401	24-Sep-98	VA-987-489
103.	ZOO: NO. 2402	24-Sep-98	VA-987-490
104.	FARM: NO. 2403	24-Sep-98	VA-987-491
105.	CANDY CAROUSEL: NO. 2901	24-Sep-98	VA-987-492
106.	BUGS: NO. 2902	24-Sep-98	VA-987-493
107.	TROPICAL SEA LIFE: NO. 2903	24-Sep-98	VA-987-494
108.	UNIVERSE: NO. 2904	24-Sep-98	VA-987-495
109.	UP IN THE SKY: NO. 2905	24-Sep-98	VA-987-496
110.	BALLET: NO. 2906	24-Sep-98	VA-987-497
111.	OPPOSITES: NO. 6001	24-Sep-98	VA-987-498
112.	COLORS: NO. 6002	24-Sep-98	VA-987-499
113.	BABY'S ROOM: NO. 6003	24-Sep-98	VA-987-500
114.	PLAYFUL PUPPIES: NO. 2807	24-Sep-98	VA-987-501
115.	ANIMAL ANTIQS: NO. 2546	24-Sep-98	VA-987-502
116.	JACK AND JILL: NO. 2557	29-Feb-00	VA-1-072-572

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117.	CINDERELLA: NO. 2716	27-Dec-99	VA-1-029-563
118.	WORD BUILDER III: NO. 2715	27-Dec-99	VA-1-029-564
119.	WORD BUILDER II: NO. 2714	27-Dec-99	VA-1-029-565
120.	WORD BUILDER I: NO. 2713	27-Dec-99	VA-1-029-566
121.	FUN SHAPES: NO. 2712	27-Dec-99	VA-1-029-567
122.	BARN YARD: NO. 2710	27-Dec-99	VA-1-029-568
123.	ALPHAPATTERNS: NO. 2569	27-Dec-99	VA-1-029-569
124.	NUMBERS AND PATTERNS: NO. 2568	27-Dec-99	VA-1-029-570
125.	FIRE TRUCK: NO. 2548	27-Dec-99	VA-1-029-571
126.	CHANGING ACTIVITIES: NO. 2561	27-Dec-99	VA-1-029-572
127.	CHANGING ADVENTURES: NO. 2562	27-Dec-99	VA-1-029-573
128.	FARM: NO. 2204	27-Dec-99	VA-1-029-574
129.	PETS: NO. 2205	27-Dec-99	VA-1-029-575
130.	NEIGHBORHOOD: NO. 2206	27-Dec-99	VA-1-029-576
131.	LOCO SHAPES: NO. 2547	27-Dec-99	VA-1-029-577
132.	BABY FARM ANIMALS	27-Dec-99	VA-1-029-578
133.	MAKING MUSIC	27-Dec-99	VA-1-029-579
134.	ON THE MOVE	27-Dec-99	VA-1-029-580
135.	FRUIT: NO. 2203	27-Dec-99	VA-1-029-581
136.	THREE LITTLE PIGS: NO. 2717	27-Dec-99	VA-1-029-582
137.	ZOO: NO. 221	29-Feb-00	VA-1-055-253
138.	TIDE POOL: NO. 2210	29-Feb-00	VA-1-055-254
139.	MY WORLD: NO. 2209	29-Feb-00	VA-1-055-255
140.	TWO-OF-A-KIND: NO. 2709	27-Dec-99	VA-1-062-659
141.	HAND: NO. 2540	27-Dec-99	VA-1-062-660
142.	PLAYFUL PUPPIES: NO. 2807	27-Dec-99	VA-1-062-661
143.	CITY LIFE: NO. 2707	27-Dec-99	VA-1-062-662
144.	NOAH'S ARK: NO. 2706	27-Dec-99	VA-1-062-663
145.	OUR HOME: NO. 2708	27-Dec-99	VA-1-062-664
146.	KITTENS: NO. 2805	27-Dec-99	VA-1-062-665

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147.	1,2,3, BABY BEES: NO. 2213	10-Oct-00	VA-1-068-179
148.	LACING ZOO: NO. 2721	28-Apr-00	VA-1-069-872
149.	PUZZLE BOOK: NO. 2720	28-Apr-00	VA-1-069-873
150.	LAYERED USA MAP PUZZLE: NO. 1870700	30-Apr-01	VA-1-106-685
151.	SOUNDS ON THE GO: NO. 24102	10-Oct-03	VA-1-222-S80
152.	SOUNDS ON THE FARM: NO. 24101	10-Oct-03	VA-1-222-881
153.	NUMBERS NO. 2219	8-Apr-04	VA-1-249-219
154.	SNAPSHOT WILD ANIMALS	8-Apr-04	VA-1-249-220
155.	SHAPES NO. 2224	8-Apr-04	VA-1-249-221
156.	ABC'S NO. 2226	8-Apr-04	VA-1-249-222
157.	TRANSPORTATION	8-Apr-04	VA-1-249-223
158.	COMMUNITY VEHICLES	8-Apr-04	VA-1-249-224
159.	COMMUNITY VEHICLES: NO. 2222	18-Jul-03	VA-1-262-937
160.	SAFARI: NO. 2221	18-Jul-03	VA-1-262-938
161.	WHAT AM I?: NO. 2586	18-Jul-03	VA-1-262-939
162.	WALK WITH ME: NO. 2730	18-Jul-03	VA-1-262-940
163.	LIFE ON THE FARM: 2588	18-Jul-03	VA-1-262-941
164.	DIGGERS & DUMPERS: NO. 2589	18-Jul-03	VA-1-262-942
165.	FAVORITE TOYS: NO. 2587	18-Jul-03	VA-1-262-943
166.	DUMP TRUCK: NO. 2567	18-Jul-03	VA-1-262-944
167.	RECYCLING TRUCK: NO. 2574	18-Jul-03	VA-1-262-945
168.	SCHOOL BUS: NO. 2566	18-Jul-03	VA-1-262-946
169.	FANTASY RIDERS: NO. 2810	18-Jul-03	VA-1-262-947
170.	LAYERED ALPHABET PUZZLE: NO. 1870800	18-Jul-03	VA-1-262-948
171.	HIGH FIVE: ITEM NO. 5567903	18-Jul-03	VA-1-262-949
172.	MY PLACE FOR ART NO. 4004020	21-Jun-04	VA-1-271-645
173.	HEAR & NOW CUBES NO. 7300288	21-Jun-04	VA-1-271-646
174.	WILD ANIMALS NO. 3002001	21-Jun-04	VA-1-271-647
175.	DINOSAURS NO. 3002003	21-Jun-04	VA-271-648
176.	UNDER CONSTRUCTION NO. 3002004	21-Jun-04	VA-1-271-649

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REEL: 004043 FRAME: 0212

177.	ALPHABET OUT LOUD PUZZLE NO. 3003000	21-Jun-04	VA-1-271-650
178.	COUNTING OUT LOUD PUZZLE NO. 3003001	21-Jun-04	VA-1-271-651
179.	AROUND THE BLOCKS NO. 5512500	21-Jun-04	VA-1-271-652
180.	ALPHABET PUZZLE NO. 3003002	21-Jun-04	VA-1-271-653
181.	NUMBER PUZZLE NO. 3003003	21-Jun-04	VA-1-271-654
182.	WESTERN	27-Jan-92	VA-221-154
183.	EIGHT BALL CHARMING BALL POINT PEN		VA0000716078
184.	HAPPY FACE CHARMING BALL POINT PEN		VA0000716076
185.	PEACE SIGN CHARMING BALL POINT PEN		VA0000716075
186.	YIN-YANG CHARMING BALL POINT PEN		VA0000716077
187.	PARTY ON THE PLAJA ISLANDS (Program and all images, photos, logos and graphics)		Unregistered Copyright

SCHEDULE IV

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

OTHER INTELLECTUAL PROPERTY REGISTRATIONS AND APPLICATIONS.

None.

SCHEDULE IV

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

OTHER INTELLECTUAL PROPERTY REGISTRATIONS AND APPLICATIONS.

None.