

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KB Holdings, LLC		09/03/2009	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CE Stores, LLC		
<b>Street Address:</b>	2711 Centerville Road, Suite 400		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19808		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2998915	CRITTER CORNER	
Registration Number:	2256262	K B TOY EXPRESS	
Registration Number:	2203538	K B TOY WORKS	
Registration Number:	2185412	K B TOYS	
Registration Number:	2035542	KAY TOYS BEE	
Registration Number:	1651141	KAY-BEE AMERICA'S TOY STORE	
Registration Number:	1341681	KAY-BEE TOY & HOBBY	
Registration Number:	2364972	KAY-BEE TOY OUTLET	
Registration Number:	1652713	KAY-BEE TOY STORES	
Registration Number:	2300569	KAY-BEE TOYS	
Registration Number:	1863363	K B TOY	
Registration Number:	1366022		
Registration Number:	2369727	TOY LIQUIDATORS	

CH \$340.00 2998915

CORRESPONDENCE DATA

Fax Number: (212)541-4630

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-541-2000

Email: toysuspto@bryancave.com

Correspondent Name: Patricia L. Werner/Bryan Cave LLP

Address Line 1: 1290 Avenue of the Americas

Address Line 4: New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER:	0182835/TRU-KB.ASSIGNMENT
NAME OF SUBMITTER:	Patricia L. Werner
Signature:	/Patricia L. Werner/
Date:	09/16/2009

**Total Attachments: 5**

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UNITED STATES AND CANADA

INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT

This INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT (this "Assignment"), effective the 3<sup>RD</sup> day of September, 2009, is made and entered into by and between KB TOYS, INC. a Delaware corporation, having a place of business at 395 North Street, Pittsfield, MA 01201; and KB HOLDINGS, LLC, a Nevada limited liability company, having offices at 395 North Street, Pittsfield, MA 01201 (collectively "Assignor"), and CE STORES, LLC, a Delaware limited liability company, having a place of business at 2711 Centerville Rd., Suite 400, Wilmington, Delaware 19808 ("Assignee") (each a "Party," and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignor is the owner of each of the trademarks (including those which may be entitled to be registered in additional territories), trademark registrations and trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule A hereto, (the "Trademarks"), and any and all copyright subsisting in the subject matter of the Trademarks, including any design or word components (collectively, the "Purchased Intellectual Property");

WHEREAS, Assignor is the registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule B hereto and the domain name registrations therefor (the "Domain Names");

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Effective upon Closing, Assignor hereby assigns to Assignee:
  - (a) all of Assignor's right, title and interest in, and good will associated with, the Purchased Intellectual Property and the Domain Names, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof ("Transferred Rights"); and

- (b) any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Transferred Rights occurring prior to the Closing, including the right to receive all proceeds and damages therefrom;
- (c) any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferred Rights arising from and after the date of this Assignment; and
- (d) any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Transferred Rights, and all renewals, reissues and extensions thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts reasonably necessary or desirable to record and perfect the interest of Assignee in and to the Purchased Intellectual Property and the Domain Names, and shall not enter into any agreement in conflict with this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

4. Counterparts. This Assignment may be executed by facsimile in three (3) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR:  
KB Toys, INC.

By: [Signature]

Name: Scott Hochfelder  
Title: AUTHORIZED SIGNATORY

ASSIGNOR: KB Holdings, LLC

By: [Signature]

Name: Scott Hochfelder  
Title: AUTHORIZED SIGNATORY

ASSIGNEE:

By: \_\_\_\_\_

Name:  
Title:

[Trademark and Domain Name Assignment Agreement]

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR:

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNOR:

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNEE:

By:     *M. Loncar*      
Name: Matthew Loncar  
Title: Vice President – Corporate Counsel

[Trademark and Domain Name Assignment Agreement]

SCHEDULE A - TRADEMARKS

United States Federal Trademark Registrations

Trademark / Service Mark	Reg. No (Serial No.)	Reg./Renewal Date (Filing Data)	Jurisdiction
BE-BOPPIN' BOOGIE LIGHTS*	2,674,290	1/14/2009	US
CRITTER CORNER	2,998,915	9/20/2005	US
K*B TOY EXPRESS (STYLIZED)*	2,256,262	6/29/1999	US
K*B TOY WORKS*	2,203,538	11/17/1998	US
K*B TOYS	2,185,412	9/1/1998	US
KAY TOYS BEE (IN DESIGN ELEMENT)	2,035,542	2/4/1997	US
KAY-BEE AMERICA'S TOY STORE	1,651,141	7/16/1991	US
KAY-BEE TOY & HOBBY	1,341,681	6/11/1985	US
KAY BEE TOY OUTLET	2,364,972	7/4/2000	US
KAY-BEE TOY STORES	1,652,713	7/30/1991	US
KAY-BEE TOYS	2,300,569	12/14/1999	US
KB TOY	1,863,363	11/15/1994	US
MISCELLANEOUS DESIGN (LITTLE TOY SOLDIER)	1,366,022	10/15/1985	US
TOY LIQUIDATORS	2,369,727	7/25/2000	US
TOY WORKS	2,161,162	6/2/1998	US
TOY WORKS	1994-S3295	8/19/1994	Maryland
TOY WORKS	50039	8/29/1994	Massachusetts
TOY WORKS	941004	10/26/1994	Rhode Island

\*Mark has been cancelled by the USPTO.

Foreign Trademark Registrations

Country	Trademark	Reg. No. (App. No.)	Reg./ Renewal Date	Record Owner	Registered, Renewed, Pending
CANADA	K*B TOYS	552495	1/28/2000	KB Holdings, LLC	Registered