

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		UCC Foreclosure Sale Transfer Statement	
CONVEYING PARTY DATA			
Name		Formerly	Execution Date
EJ Toys and Gifts, LLC			06/30/2009
		Entity Type	
		LIMITED LIABILITY COMPANY: CALIFORNIA	
RECEIVING PARTY DATA			
Name:		Small World Toys Enterprises LLC	
Street Address:		1451 W. Knox Street	
City:		Torrance	
State/Country:		CALIFORNIA	
Postal Code:		90501	
Entity Type:		LIMITED LIABILITY COMPANY: DELAWARE	
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2894207	C. MARIE	
Registration Number:	3195522	FUNKY FEET	
CORRESPONDENCE DATA			
Fax Number:		(310)282-2200	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		310-282-2000 x2108	
Email:		krogers@loeb.com	
Correspondent Name:		David W. Grace	
Address Line 1:		10100 Santa Monica Boulevard	
Address Line 2:		c/o Loeb & Loeb LLP, Suite 2200	
Address Line 4:		Los Angeles, CALIFORNIA 90067-4120	
ATTORNEY DOCKET NUMBER:		214483-10001	
NAME OF SUBMITTER:		David W. Grace	
Signature:		/David W. Grace/	

CH \$65.00 2894207

**TRADEMARK**

**900157370**

**REEL: 004169 FRAME: 0211**

Date:

03/17/2010

**Total Attachments: 8**

source=Trademark Assignment#page1.tif

source=Trademark Assignment#page2.tif

source=Trademark Assignment#page3.tif

source=Trademark Assignment#page4.tif

source=Trademark Assignment#page5.tif

source=Trademark Assignment#page6.tif

source=Trademark Assignment#page7.tif

source=Trademark Assignment#page8.tif

VALENS US SPVI, LLC  
VALENS OFFSHORE SPV I, LTD.  
c/o LV Administrative Services, Inc.  
335 Madison Avenue, 10<sup>th</sup> Floor  
New York, New York 10017

TRANSFER STATEMENT

June 30, 2009

THIS TRANSFER STATEMENT ("Transfer Statement") is presented pursuant to the provisions of Section 9-619 of the Uniform Commercial Code ("UCC"). As required by the UCC, upon receipt of this Transfer Statement, the United States Patent and Trademark Office shall (i) accept the Transfer Statement, and (ii) promptly amend it's records to reflect the transfer described herein.

1. Default; Secured Obligations. SWT Acquisition, LLC and EJ Toys and Gifts, LLC (collectively, "Debtor"), Valens U. S. SPV I, LLC and Valens Offshore SPV II, Corp. (both as assignees of Kallina Corporation and collectively, "Secured Party") have previously entered into that certain Security Agreement dated as of October 11, 2007 (as amended, modified and supplemented from time to time, the "Security Agreement"). Debtor is in default under the Security Agreement. To secure the obligations of Debtor to Secured Party evidenced by the Security Agreement, Debtor granted to Secured Party or LV Administrative Services, Inc., as administrative and collateral agent for Secured Party, a perfected security interest in, among other things, the registered intellectual property identified on Exhibit A attached hereto and incorporated herein (collectively, the "Intellectual Property").

2. Exercise of Post-Default Remedies. Secured Party has foreclosed upon the Intellectual Property by selling the Intellectual Property to Small World Toys Enterprises LLC, a Delaware limited liability company ("Transferee"), at a public foreclosure sale pursuant to Section 9-610 of the UCC on the terms and conditions set forth in that certain Secured Party General Conveyance and Bill of Sale by and between Secured Party and Transferee dated as of June \_\_, 2009 (the "Bill of Sale").

3. Transferee's Rights in Collateral. As a result of Secured Party's foreclosure upon the Intellectual Property, and pursuant to the terms of the Bill of Sale, Transferee has acquired all right, title and interest of Debtor in the Intellectual Property.

4. Names; Mailing Addresses. The name and mailing address of Debtor, Secured Party, and Transferee are as follows:

Debtor:

SWT Acquisition, LLC  
EJ Toys and Gifts LLC  
5711 Buckingham Parkway  
Culver City, California 90230

Secured Party:

Valens US SPV I, LLC  
Valens Offshore SPV I, Ltd.  
c/o LV Administrative Services, Inc.  
335 Madison Avenue, 10<sup>th</sup> floor  
New York, New York 10017  
Attention: Portfolio Services

Transferee:

Small World Toys Enterprises LLC  
c/o Vertex Capital LLC  
335 Madison Avenue, 10<sup>th</sup> Floor  
New York, New York 10017

[Remainder of Page Intentionally Left Blank; Signatures Follow]

Please be advised that nothing contained herein shall act as a waiver of any of Secured Party's rights under the Security Agreement and/or any other documents, instruments and/or agreements executed in connection therewith or applicable law, all of which are expressly reserved.

VALENS U.S. SPV I, LLC

By: Valens Capital Management, LLC, its investment manager

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

VALENS OFFSHORE SPV II, CORP.

By: Valens Capital Management, LLC, its investment manager

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

LM ADMINISTRATIVE SERVICES, INC., as agent

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

SHOULD BE FILED WITH THE  
RECORDING OFFICE OF THE  
COUNTY OF LOS ANGELES

EXHIBIT A  
INTELLECTUAL PROPERTY

No.	Title	Country	Patent No./Application No. 1	Date
1.	PUZZLE TRAY	U.S.A.	D497,959	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.	D370,944/(D/034,859)	09/19/1996/(02/24/1995)
11.	ZOOO	U.S.A.	D560,839	7/1/2008
12.	PINGUJO	U.S.A.	D559,338	1/8/2008
13.	HOKON	U.S.A.	D559,340	1/8/2008
14.	DERMOT	U.S.A.	D559,341	1/8/2008
15.	VAPPU	U.S.A.	D564,049	3/11/2008
16.	MUQA	U.S.A.	D564,050	3/11/2008
17.	STUFFED TOY WITH EMBEDDED MAGNETS AND RELATED METHOD	U.S.A.	Pub. No. 2007/0254555	
18.	MONKEY	U.S.A.	Pending production designs	
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	

No.	Title	Country	Application No.	Date	Regulation No.	Date
1.	ACTIVE EDGE	U.S.A.	78/545940	1/11/2005		
2.	ACTIVE EDGE EXTREME	U.S.A.	78/711487	9/12/2005	3184659	12/12/2006
3.	ALL ABOUT BABY	U.S.A.	4/23/25064	4/23/2001	2544821	3/6/2002
4.	CAFE PLAY	U.S.A.	76/245145	4/23/2001	2653649	
5.	GERTIE	U.S.A.	76/593142	3/26/2004	2959232	6/7/2006
6.	GERTIE BALL	U.S.A.	73/810754	7/25/1999	1591732	2/6/1999
7.	IMAGIX	Can.	69/465	2/24/1992	TM4470191	
8.	IMAGIX	U.S.A.	78/611623	2/29/2009		
9.	IO BABY	Europe	4250031	1/20/2005	4250031	2/3/2006
10.	IO BABY	U.S.A.	75/627737	4/26/1999	2483022	9/28/2001
11.	IO BABY	U.S.A.	76/106853	6/18/2002	2583513	6/18/2002
12.	IO KIDS	U.S.A.	78/785246	1/4/2006		
13.	IO PRESCHOOL	U.S.A.	78/444982	7/1/2004	3166112	10/31/2006
14.	LEARNINGSMITH	Australia	718349	12/17/1998	781349	8/2/1999
15.	LEARNINGSMITH	Can.	765099	9/28/1994	4489665	11/3/1995
16.	LIFT AND LEARN	U.S.A.	78/899819	6/22/2006	3208240	2/13/2007
17.	MUSIC BLOCKS	U.S.A.	75/453420	3/30/1998	2545293	3/6/2002
18.	MUSINI	Australia	912397	5/15/2002	912397	1/11/2002
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	2002-0463350	6/5/2002	4643589	2/7/2003
22.	MUSINI	New Zealand	657233	5/16/2002	667233	10/7/2002
23.	NEUROSMITH	Australia	942967	2/10/2003	942967	9/29/2003
24.	NEUROSMITH	Can.	1169117	2/24/2003	626232	1/4/2005
25.	NEUROSMITH	China	3489090	3/17/2003	3489090	8/28/2004
26.	NEUROSMITH	China	3489088	3/27/2003	3489088	9/7/2004
27.	NEUROSMITH	China	3489089	3/17/2003	3489088	3/14/2005
28.	NEUROSMITH	Europe	3043817	2/7/2003	3043817	8/12/2004
29.	NEUROSMITH	Japan	2003-018985	3/11/2003	4888719	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	007712203	2/7/2003	509531	4/22/2003
40.	NEUROSMITH	Taiwan	92007333	2/7/2003	1088227	3/1/2004
41.	NEUROSMITH	Taiwan	92007334	2/7/2003	1077604	12/12/2003
42.	NEUROSMITH	Taiwan	92007335	2/7/2003	100340	12/12/2003
43.	NEUROSMITH	U.S.A.	75/380477	10/26/1997	2423863	12/3/2001
44.	PET ME PLATYPUS	U.S.A.	76/497493	3/14/2003	3104305	6/13/2006
45.	PLAY PATTERNS DESIGNED TO EXPAND THE MIND	U.S.A.	76/899820	6/22/2006		
46.	PUZZIBILITIES	U.S.A.	78/752174	7/15/1999	2355202	6/6/2000





