

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM510154

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Innovative USA, Inc.		11/13/2018	Corporation: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Melissa & Doug, LLC		
<b>Street Address:</b>	141 Danbury Rd.		
<b>City:</b>	Wilton		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06897		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3624704	POKE-A-DOT	
<b>Registration Number:</b>	2457919	INNOVATIVE KIDS	
<b>Registration Number:</b>	2687594	SOFT SHAPES	
<b>Registration Number:</b>	2397064	INNOVATIVE USA	
<b>Registration Number:</b>	3737735	GREEN START	
<b>Registration Number:</b>	3729336	GOOD FOR YOUR CHILD GOOD FOR THE WORLD	
<b>Registration Number:</b>	5445007	POKE-A-DOT	
<b>Registration Number:</b>	3184497	PHONICS COMICS PC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2126245153		
<b>Email:</b>	wmiller@wissingmiller.com		
<b>Correspondent Name:</b>	Wissing Miller LLP		
<b>Address Line 1:</b>	434 West 33rd Street, 12th Floor		
<b>Address Line 2:</b>	attn: Wendy E. Miller		
<b>Address Line 4:</b>	New York, NEW YORK 10001		
<b>ATTORNEY DOCKET NUMBER:</b>	129-0251		
<b>NAME OF SUBMITTER:</b>	Wendy E. Miller		

OP \$215.00 3624704

<b>SIGNATURE:</b>	/Wendy E. Miller/
<b>DATE SIGNED:</b>	02/14/2019
<b>Total Attachments: 18</b> source=iKids - IP Assignment EXECUTED#page1.tif source=iKids - IP Assignment EXECUTED#page2.tif source=iKids - IP Assignment EXECUTED#page3.tif source=iKids - IP Assignment EXECUTED#page4.tif source=iKids - IP Assignment EXECUTED#page5.tif source=iKids - IP Assignment EXECUTED#page6.tif source=iKids - IP Assignment EXECUTED#page7.tif source=iKids - IP Assignment EXECUTED#page8.tif source=iKids - IP Assignment EXECUTED#page9.tif source=iKids - IP Assignment EXECUTED#page10.tif source=iKids - IP Assignment EXECUTED#page11.tif source=iKids - IP Assignment EXECUTED#page12.tif source=iKids - IP Assignment EXECUTED#page13.tif source=iKids - IP Assignment EXECUTED#page14.tif source=iKids - IP Assignment EXECUTED#page15.tif source=iKids - IP Assignment EXECUTED#page16.tif source=iKids - IP Assignment EXECUTED#page17.tif source=iKids - IP Assignment EXECUTED#page18.tif	

**INTELLECTUAL PROPERTY ASSIGNMENT**

This Intellectual Property Assignment (“Assignment”), dated as of November 13, 2018 (the “Effective Date”), is entered into by Innovative USA, Inc., a Connecticut corporation (“Seller”) and Melissa & Doug, LLC, a Delaware limited liability company (“Buyer”).

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, dated as of November 2, 2018 (as amended, restated, modified or supplemented from time to time, the “Purchase Agreement”), Seller has agreed to sell, convey, transfer, assign, grant and deliver to Buyer the Assets (as such term is defined therein) (the “Acquisition”); and

**WHEREAS**, in connection with the Acquisition, Seller has agreed to assign to Buyer, and Buyer has agreed to acquire from Seller, all of Seller’s right, title, and interest in and to the Assigned Patents, Assigned Trademarks, Assigned Domain Names and Assigned Copyrights.

**NOW, THEREFORE**, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, Buyer and Seller hereby agree as follows:

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Assigned Trademarks. Effective as of the Closing, and on the terms and subject to the conditions set forth in the Purchase Agreement, Seller hereby sells, conveys, transfers, assigns, grants and delivers to Buyer, and Buyer hereby purchases, acquires and accepts, all of Seller’s right, title, and interest in and to the Assigned Trademarks, the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to the Assigned Trademarks. For purposes of this Assignment, “Assigned Trademarks” means the trademarks and trademark applications listed on Schedule A.

3. Conveyance and Acceptance of Assigned Patents. Effective as of the Closing, and on the terms and subject to the conditions set forth in the Purchase Agreement, Seller hereby sells, conveys, transfers, assigns, grants and delivers to Buyer, and Buyer hereby purchases, acquires and accepts from Seller, all right, title and interest in and to the Assigned Patents. For purposes of this Assignment, “Assigned Patents” means the patents and patent applications listed on Schedule B hereto, together with any continuations, continuations-in-part, divisionals, substitutions, reissues, reexaminations, patent term restorations and patent term extension of any of the foregoing, including without limitation the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of such Assigned Patents and of this Assignment, the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Patents, and the right to claim priority, file foreign counterparts, and make applications for reissue and reexamination with respect to any of such Assigned Patents.

4. Conveyance and Acceptance of Assigned Domain Names. Effective as of the Closing, and on the terms and subject to the conditions set forth in the Purchase Agreement, Seller hereby sells, conveys, transfers, assigns, grants and delivers to Buyer, and Buyer hereby purchases, acquires and accepts, all of Seller's right, title, and interest in and to the Assigned Domain Names, the goodwill of the business connected with the use of and symbolized by the Assigned Domain Names, the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Assigned Domain Names and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities and Registering Authorities with respect to such Assigned Domain Names. For purposes of this Assignment, "Assigned Domain Names" means the domain names listed on Schedule C hereto.

5. Conveyance and Acceptance of Assigned Copyrights. Effective as of the Closing, and on the terms and subject to the conditions set forth in the Purchase Agreement, Seller hereby sells, conveys, transfers, assigns, grants and delivers to Buyer, and Buyer hereby purchases, acquires and accepts, all of Seller's right, title, and interest in and to the Assigned Copyrights, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Copyrights and of this Assignment, and the right to initiate other proceedings before all Government Authorities with respect to such Assigned Copyrights. For purposes of this Assignment, "Assigned Copyrights" means the copyrights listed on Schedule D hereto.

6. Recordation and Authorization. Seller hereby requests and authorizes the United States Patent and Trademark Office and the Register of Copyrights and the officials of corresponding entities or agencies in any applicable jurisdictions to record Buyer as the owner of the Assigned Patents, Assigned Trademarks and Assigned Copyrights and as assignee of the entire right, title and interest in and to the same. Buyer shall have the right to record this Assignment with all applicable Governmental Authorities so as to perfect its ownership of the Assigned Patents, Assigned Trademarks, and Assigned Copyrights. Seller hereby acknowledges and agrees that each internet domain name registrar (the "Registering Authority") of the Assigned Domain Names is authorized to transfer and record in the name of Buyer ownership of and administrative contact for all of the Assigned Domain Names. Without limiting the foregoing, at Buyer's request, Seller will cooperate with Buyer to (a) complete any registrant name change agreement or other form required by any applicable Registering Authority to effect or record the assignment of the Assigned Domain Names contemplated by this Assignment; (b) submit those registrant name change agreements or other forms to the Registering Authority in accordance with the Registering Authority's policies and rules; (c) take reasonable actions and execute and deliver documents that Buyer may request to effect the terms of this Assignment and to assist Buyer in changing the technical and administrative contact information for the Assigned Domain Names with the Registering Authorities to such information of Buyer's choice; and (iv) take any further actions required by the Registering Authority's policies and rules to transfer the Assigned Domain Names to Buyer.

7. Governing Law. Any disputes arising out of or in any way relating to this Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of New York applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

a. Jurisdiction; Court Proceedings; Waiver of Jury Trial. Any proceeding against any party to this Assignment arising out of or in any way relating to this Assignment shall be brought in any federal or state court located in the State of Connecticut and each of the parties hereby submits to the exclusive jurisdiction of such courts for the purpose of any such proceeding; provided, that a final judgment in any such proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. **Each party irrevocably and unconditionally agrees not to assert (a) any objection which it may ever have to the laying of venue of any such proceeding in any federal or state court located in the State of Connecticut, (b) any claim that any such proceeding brought in any such court has been brought in an inconvenient forum and (c) any claim that such court does not have jurisdiction with respect to such proceeding.** To the extent that service of process by mail is permitted by applicable law, each party irrevocably consents to the service of process in any such proceeding in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notices provided for in this Agreement. **Each party irrevocably and unconditionally waives any right to a trial by jury and agrees that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained-for agreement among the parties irrevocably to waive its right to trial by jury in any proceeding.**

8. Counterparts. This Assignment may be executed in any number of duplicate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, conveyance, transfer, and assignment effectuated by this Assignment is subject in all respects to the terms of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims, or remedies of Seller or Buyer, as set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

[remainder of page intentionally left blank]

Buyer and Seller have caused this Assignment to be executed by their duly authorized representatives.

**SELLER:**

**INNOVATIVE USA INC.**

By: 

Name: Michael Lewis  
Title: CEO

**BUYER:**

**MELISSA & DOUG, LLC**

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

*[Signature Page to Intellectual Property Assignment]*

Buyer and Seller have caused this Assignment to be executed by their duly authorized representatives.

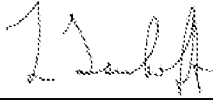
**SELLER:**

**INNOVATIVE USA INC.**

**BUYER:**

**MELISSA & DOUG, LLC**

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

By:  \_\_\_\_\_  
Name: Lee Tsukroff  
Title: CFO

**SCHEDULE A  
ASSIGNED TRADEMARKS**

<b>Mark</b>	<b>Status</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Jurisdiction</b>
HANDS-ON, MINDS-ON BOOKS	Registered	1139370	30-Apr-2002	CA
HANDS-ON MINDS-ON	Registered	76351065	20-Dec-2001	US
INNOVATIVE KIDS	Registered	886258	17-Aug-2001	AU
INNOVATIVE KIDS	Registered	1113080	16-Aug-2001	CA
IKIDS	Registered	1081125	19-Oct-2005	AU
IKIDS	Registered	2404705	24-Oct-2005	GB
PHONICS COMICS PC AND DESIGN	Registered	1317830	25-Sep-2006	CA
POKE-A-DOT	Registered	2412028	25-Jan-2006	GB
POKE-A-DOT	Registered	1286640	19-Jan-2006	CA
POKE-A-DOT	Registered	78702160	29-Aug-2005	US
IBABY	Registered	1276118	18-Oct-2005	CA
IKIDS	Registered	1276119	18-Oct-2005	CA
IK AND DESIGN	Registered	1110848	26-Jul-2001	CA
IK AND DESIGN	Abandoned	642189	24-Jul-2001	NZ
IK AND DESIGN	Registered	76243873	18-Apr-2001	US
INNOVATIVE KIDS AND DESIGN	Abandoned	642191	24-Jul-2001	NZ



INNOVATIVE KIDS AND DESIGN	Registered	1110847	26-Jul-2001	CA
INNOVATIVE KIDS AND DESIGN	Registered	76242517	18-Apr-2001	US
INNOVATIVE KIDS	Registered	75580903	02-Nov-1998	US
SOFT SHAPES	Registered	76242575	18-Apr-2001	US
INNOVATIVE USA	Registered	75641580	16-Feb-1999	US
GREEN START	Registered	77499884	16-Jun-2008	US
GOOD FOR YOUR CHILD GOOD FOR THE WORLD	Registered	77499887	16-Jun-2008	US
POKE-A-DOT	Registered	87502982	23-Jun-2017	US
IBABY	Abandoned	1081148	19-Oct-2005	AU
IBABY	Abandoned	UK00002404722	24-Oct-2005	GB
IBABY	Abandoned	78648542	10-Jun-2005	US
IKIDS	Abandoned	78616309	25-Apr-2005	US
INNOVATIVE CREATIVE	Abandoned	75189273	29-Oct-1996	US
INNOVATIVE LICENSING	Abandoned	75515207	08-Jul-1998	US
PUZZLES TO GO	Abandoned	78880580	10-May-2006	US
REPEAT- OR YOU'RE OBSOLETE	Abandoned	77031890	30-Oct-2006	US
REPEAT- OR YOU'RE OBSOLETE	Abandoned	77975849	30-Oct-2006	US
LETS BABIES BE BABIES	Abandoned	78663629	05-Jul-2005	US

MAGNETIC MIXABLES	Abandoned	78812581	10-Feb-2006	US
MOTOR BOOKS	Abandoned	75292276	15-May-1997	US
PHONICS COMICS PC AND DESIGN	Abandoned	1039416	28-Jan-2005	AU
PHONICS COMICS PC AND DESIGN	Abandoned	UK00002383174	29-Jan-2005	GB
POKE-A-DOT	Abandoned	1095192	20-Jan-2006	AU
POKE-A-DOT	Abandoned	78707479	06-Sep-2005	US
PHONICS	Registered	78460893	03-Aug-2004	US
[Design only]	Abandoned	76311899	13-Sep-2001	US
INNOVATIVE SOURCING	Abandoned	5189559	29-Oct-1996	US
INNOVATIVE CREATIVE	Abandoned	494633	21-Mar-1997	EU
LUCKY LULU	Unregistered			US
INNOVATIVE KIDS	Unregistered			CN
KIDS UNIVERSITY	Unregistered			US

**SCHEDULE B  
ASSIGNED PATENTS**

<u>Title</u>	<u>Status</u>	<u>Owner</u>	<u>App No.</u>	<u>App. Date</u>	<u>Jurisdiction</u>
FOAM BOOK WITH BENDABLE MEMORY RETAINING ELEMENTS	Expired	Innovative USA, Inc.	09/538418	29-Mar-2000	US
COMBINATION INTERACTIVE BOOK AND LOCKABLE STORAGE DEVICE	Abandoned	Innovative USA, Inc.	10/827985	19-Apr-2004	US
COMBINATION INTERACTIVE BOOK AND LOCKABLE STORAGE DEVICE	Abandoned	Innovative USA, Inc.	09/993356	05-Nov-2001	US
SELECT A STORY BOOK	Expired	Innovative USA, Inc.	09/739724	18-Dec-2000	US
READING DEVICE WITH A MOVABLE BINDING WHICH ALTERNATELY ALLOWS ACCESS TO ONE OR TWO SETS OF PAGES	Expired	Innovative USA, Inc.	09/879301	12-Jun-2001	US
MULTI-BOOK	Abandoned	Innovative USA, Inc.	09/950476	10-Sep-2001	US
INTERACTIVE BOOK	Expired	Innovative USA, Inc.	09/149780	08-Sep-1998	US
INTERACTIVE BOOK	Abandoned	Innovative USA, Inc.	08/866980	02-Jun-1997	US

INTERACTIVE BOOK	Abandoned	Innovative USA, Inc.	08/810931	05-Mar-1997	US
BOOK DISPLAY BOX	Expired	Innovative USA, Inc.	08/725339	01-Oct-1996	US
MAGNETIC MANIPULATIVES BOOK	Expired	Innovative USA, Inc.	08/846425	30-Apr-1997	US
PUZZLE BOOK RACK	Abandoned	Innovative USA, Inc.	09/102434	22-Jun-1998	US
FOUR PACK DISPLAY CONTAINER	Abandoned	Innovative USA, Inc.	09/003008	05-Jan-1998	US
GEAR-DRIVING DEVICE	Abandoned	Innovative USA, Inc.	10/195332	15-Jul-2002	US
BOOK WITH DISPLAY-CHANGING DEVICE	Expired	Innovative USA, Inc.	10/145424	14-May-2002	US
BOOK AND PAGES HAVING MECHANICAL MEANS FOR ACTIVATING POP-UP FIGURE	Expired	Innovative USA, Inc.	10/155141	24-May-2002	US
EASILY TURNED CHILD'S BOOK	Abandoned	Innovative USA, Inc.	11/704463	09-Feb-2007	US
COMBINATION BOOK AND BOX	Abandoned	Innovative USA, Inc.	11/501560	09-Aug-2006	US
METHOD FOR TEACHING OR IMPROVING READING-RELATED	Abandoned	Innovative USA, Inc.	11/025036	29-Dec-2004	US

SKILLS					
BOOK WITH STORY CARDS	Abandoned	Innovative USA, Inc.	10/804252	19-Mar-2004	US
ROLLER STORY	Expired	Innovative USA, Inc.	09/780723	09-Feb-2001	US
COMBINED STORY MEDIA AND PUPPET TOY	Expired	Innovative USA, Inc.	10/074510	12-Feb-2002	US
EASILY TURNED CHILD'S BOOK	Abandoned	Innovative USA, Inc.	08002394.8	08-Feb-2008	EP
BOOK WITH INTERACTIVE ELEMENT	Abandoned	Innovative USA, Inc.	12/633889	09-Dec-2009	US
MONEY SAVING BOOK	Granted	Innovative USA, Inc.	09/259723	01-Mar-1999	US
ALPHABET BLOCK BOOKS	Abandoned	Innovative USA, Inc.	08/866979	02-Jun-1997	US
BOOK CONSTRUCTED OF FOAM	Granted	Innovative USA, Inc.	09/149781	08-Sep-1998	US
BOOK CONSTRUCTED OF FOAM	Granted	Innovative USA, Inc.	09/564152	03-May-2000	US
BOOK CONSTRUCTED OF FOAM	Granted	Innovative USA, Inc.	09/702980	31-Oct-2000	US

BOOK CONSTRUCTED OF FOAM	Inactive	Innovative USA, Inc.	PCT/US99/10635	13-May-1999	WO
BOOK CONSTRUCTED OF FOAM	Abandoned	Innovative USA, Inc.	1999039038	13-May-1999	AU
BOOK CONSTRUCTED OF FOAM	Granted	Innovative USA, Inc.	2308060	13-May-1999	CA
BOOK CONSTRUCTED OF FOAM	Abandoned	Innovative USA, Inc.	99109980.5	13-May-1999	EP
BOOK CONSTRUCTED OF FOAM	Abandoned	Innovative USA, Inc.	2000568692	13-May-1999	JP
BOOK WITH ROTATING DEVICE	Granted	Innovative USA, Inc.	10/971389	22-Oct-2004	US
BOOK WITH ROTATING DEVICE	Inactive	Innovative USA, Inc.	PCT/US2005/036857	14-Oct-2005	WO
BOOK WITH ROTATING DEVICE	Abandoned	Innovative USA, Inc.	2005299933	14-Oct-2005	AU
BOOK WITH ROTATING DEVICE	Abandoned	Innovative USA, Inc.	2584156	14-Oct-2005	CA
BOOK WITH ROTATING DEVICE	Abandoned	Innovative USA, Inc.	05804201.1	14-Oct-2005	EP
BOOK WITH STORAGE FOR MANIPULATIVES	Granted	Innovative USA, Inc.	09/138878	24-Aug-1998	US

BOOK WITH STORAGE FOR MANIPULATIVES	Granted	Innovative USA, Inc.	09/502500	11-Feb-2000	US
DEVICES WITH PUSH BUTTON-TYPE MECHANISM AND METHODS FOR USING SAID DEVICES	Granted	Innovative USA, Inc.	11/339355	25-Jan-2006	US
DEVICES WITH PUSH BUTTON-TYPE MECHANISM AND METHODS FOR USING SAID DEVICES	Abandoned	Innovative USA, Inc.	PCT/US06/046307	04-Dec-2006	WO
FOAM BOOK WITH BENDABLE MEMORY RETAINING ELEMENTS	Abandoned	Innovative USA, Inc.			CN
FOAM BOOK WITH BENDABLE MEMORY RETAINING ELEMENTS	Abandoned	Innovative USA, Inc.			TW
WATERPROOF OR WATER-COMPATIBLE BOOK WITH STORAGE FOR MANIPULATIVES		Innovative USA, Inc.	11/268044	07-Nov-2005	US
TWO-SIDED STRING-BOUND BOOK		Innovative USA, Inc.	14/603,054	22-Jan-2015	US

**SCHEDULE C  
ASSIGNED DOMAIN NAMES**

innovativekids.com

ikids2go.com

innovativecreative.com

innovativeusa.com

littlepiratelearns.com

smartstartsmall.com



**SCHEDULE D  
ASSIGNED COPYRIGHTS**

<b>Owner</b>	<b>Full Title</b>	<b>Copyright Number</b>	<b>Date</b>
innovative KIDS	Africa wild! Groovy Tube Book / written by Susan Ring ; illustrated by Bernard Adnet.	TX0005343128	2000
Innovative Kids	Amazing animals / written by Nora Gaydos ; illustrated by B. B. Sams.	TX0005462120	2001
innovative KIDS	Amazing gmae board book : more than 50 games and activities! / written by Shereen Gertel Rutman ; illustrated by John Clementson.	TX0005220496	2000
Innovative Kids	Animal antics / written by Nora Gaydos ; illustrated by B. B. Sams.	TX0005462121	2001
Innovative Kids	Animal patterns.	TX0005462123	2001
Innovative KIDS	Animals.	TX0005232895	1999
Innovative KIDS	Barnyard babies / written by Kate Davis ; illustrated by Cd Hullinger.	TX0005324054	2001
innovative KIDS	Big and little.	TX0005228278	2000
Innovative KIDS	Bird calls / written by Frank Gallo ; illustrated by Lori Lohstoeter.	TX0005324056	2001
innovative KIDS	Blast off! : a space track adventure : motor book / illustrated by the Thompson Brothers.	TX0005229178	1999
innovative KIDS	Bug blast! : Groovy Tube Book : fact book, creatures, game board / written by Olga Litowinsky and the creative staff at innovative KIDS ; illustrated by Russell Benfanti.	TX0005220493	2000
innovative KIDS	Bunny jumps, mini soft shapes / illustrated by Bob Filipowich.	TX0005245848	2000
Innovative Kids	Bunny wishes / written by Jennifer Loya ; illustrated by Susanna Ronchi.	TX0005462118	2001
innovative KIDS	Christmas keepsake : a treasury of best-loved stories and more / illustrated by Annette Cable.	TX0005343482	2000
innovative KIDS	Circus opposites with disappearing animals : Wacky Flaps book / illustrated by Martin Lemelman.	TX0005228280	2000
innovative KIDS	Coin collection for kids : with slots to collect 50 statehood quarters and other coins / written by Steven Otfinoski ; illustrated by Jack Graham.	TX0005343485	2000
innovative KIDS	Coin count-y : a bank in a book / illustrated by Jim Talbot.	TX0005229177	1999
Innovative KIDS	Colors.	TX0005232896	1999
Innovative KIDS	Counting.	TX0005232894	1999
Innovative Kids	Counting animals.	TX0005462122	2001

innovative KIDS	Counting critters with disappearing numbers : Wacky Flaps book / illustrated by Peggy Tagel.	TX0005228279	2000
innovative KIDS	Dazzling dancers : a Peel and Sparkle Book / written by Stephanie Graziadio ; illustrated by Bob Pepper.	TX0005220492	2000
innovative KIDS	Dino-Might! / written by Michael Burgan ; illustrated by Bernard Adnet ; realistic dinosaur ill. by Gregory Wenzel.	TX0005343573	2000
Innovative KIDS	Dinos!	TX0005324050	2001
innovative KIDS	Discover the United States of America puzzlebook / written by Lara Bergen ; illustrated by Bob Brugger.	TX0005233617	1999
innovative KIDS	Ducky swims, mini soft shapes / illustrated by Bob Filipowich.	TX0005245849	2000
innovative KIDS	Get ready to sail / illustrated by Simon Morse.	TX0005565971	2002
Innovative Kids	Hanukkah's here! : Mini Soft Shapes	TX0005462117	2001
Innovative KIDS	High tide.	TX0005324049	2001
Innovative KIDS	Hocus pocus magical cookbook / written by Donna Boundy ; illustrated by Julia Gran.	TX0005324051	2001
innovative KIDS	In and out.	TX0005228277	2000
innovative KIDS	Jr. Builder : animals and plants / illustrated by Bart Rivers.	TX0005229180	1999
innovative KIDS	Jr. Builder : machines and structures / illustrated by Garry Colby.	TX0005229176	1999
innovative KIDS	Lily-pad race / illustrated by Simon Morse.	TX0005565970	2002
Innovative Kids	Lost lunch mystery.	TX0006492601	2007
innovative KIDS	Mother Goose favorites : place -n- play / illustrated by Bob Pepper.	TX0005216241	1999
innovative KIDS	My first amazing game board book : more than 50 activities & games! / written by Shereen Gertel Rutman ; illustrated by Julie Clough.	TX0005565976	2002
Innovative KIDS	Night sounds / written by Frank Gallo ; illustrated by Lori Lohstoeter.	TX0005324057	2001
Innovative KIDS	Now I know my 1,2,3's : count and match and add me! / written by Nora Gaydos ; illustrated by Martin Lemelman.	TX0005324052	2001
Innovative Kids	On and off.	TX0005462125	2001
innovative KIDS	Over in the meadow : a book of colors and counting / illustrated by Doug Bowles.	TX0005219495	1999
Innovative KIDS	Phenomenal Foam Flyer book : with aero-facts, techno-tips, and high-flyin' games / written by Polick and Davis ; ill. by Molly Zakrajsek.	TX0005324058	2001
innovative	Piggy and Bear in their underwear : a matching book for toilet-	TX0005565973	2002

KIDS	training toddlers, with 16 chunky pairs of underwear / illustrated by Dara Goldman.		
innovative KIDS	Ready, set, go! : a racetrack adventure : motor book / illustrated by the Jim Durk.	TX0005229179	1999
innovative KIDS	Rescue flight! : a sky track adventure : Motor Book / illustrated by the Thompson Brothers.	TX0005220494	2000
innovative KIDS	Rough road : Textured Soft Shapes.	TX0005348675	2000
Innovative KIDS	Santa's friends : mini soft shapes.	TX0005343191	2000
innovative KIDS	Sea splash! : Groovy Tube Book : fact book, creatures, game board / written by Stephanie Graziadio and the creative staff at innovative KIDS ; illustrated by Russell Benfanti.	TX0005220495	2000
Innovative Kids	Seasons / written by AnnMarie McLaughlin ; illustrated by Bob Filipowich.	TX0005462124	2001
Innovative Kids	Secret agent! / by David Seidman ; illustrated by Dynamic Duo Studio.	TX0005462126	2001
innovative KIDS	Seen on Halloween : with hidden objects to count / illustrated by Pat Binder	TX0005343574	2000
Innovative KIDS	Shapes.	TX0005232897	1999
Innovative KIDS	Spin a sport / written by Hank Herman ; illustrated by Mark Chickinelli.	TX0005324053	2001
innovative KIDS	Starry skies : a Peel and Sparkle Book / written by Linda Reichlin Rosenstock ; illustrated by Bob Pepper.	TX0005220491	2000
innovative KIDS	Ten surprise packages for Squiggle Street : a Magic Key Book / written by Jennifer Loya ; illustrated by Bridget Starr Taylor.	TX0005565972	2002
Innovative KIDS	Toy town : mini soft shapes.	TX0005343192	2000
Innovative KIDS	Twist of time / written by Michele Spirn ; illustrated by Jeffrey Pelo	TX0005324055	2001
Innovative KIDS	What do you want to be? / written by Kate Davis ; illustrated by Kate Endle.	TX0005343575	2000
Innovative Kids	What is Bear waiting for? / written by Jennifer Loya ; illustrated by Susanna Ronchi.	TX0005462119	2001
innovative KIDS	What's for dinner? : story, games, beads, and laces for early math fun! / written by Joanne Mattern ; illustrated by Nancy Davis.	TX0005565975	2002
Innovative Kids	Where do the animals live? / illustrated by Stephanie Peterson.	TX0005462127	2001
innovative KIDS	Where is Otis? / written by Jennifer Loya ; illustrated by Sue King.	TX0005568914	2002
Innovative Kids	Where will we go today? / illustrated by Mary Thelan.	TX0005462128	2001
innovative KIDS	Which shoes would you choose? : a matching book with 16 chunky shoes / written by Susan Hoe ; illustrated by Mircea Catusanu.	TX0005568913	2002
innovative KIDS	Who will fix the royal windows : story, puzzles & pattern-play blocks for early math fun! / written by Joanne Mattern ; illustrated	TX0005565974	2002

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innovative KIDS	Whose back is bumpy? : Textured Soft Shapes.	TX0005348674	2000