TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Build-A-Bear Retail Management, Inc.		08/07/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	425 Walnut Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	UNINC. ASSOCIATION: OHIO

PROPERTY NUMBERS Total: 262

Property Type	Number	Word Mark
Registration Number:	2946038	2B
Registration Number:	3354005	2B COLORFUL
Registration Number:	3127974	2B N THE KNOW
Registration Number:	3140068	2B PRETTY
Registration Number:	3160324	2DAY'S HOTTEST NEWS 4 THE COOLEST GIRLS
Registration Number:	3101975	4 GR8 STYLE
Registration Number:	3169933	A BOOK STUFFED WITH MEMBEARIES
Serial Number:	77464071	A FRIEND FUR ALL SEASONS
Registration Number:	2329718	A PAWSITIVELY FUN FAMILY EXPERIENCE
Registration Number:	2974064	ACCESSORIZE ME
Registration Number:	2564834	
Registration Number:	2621134	ALL THE BUZZ THAT'S BROUGHT TO BEAR
Registration Number:	2653024	
Serial Number:	78503866	B FRIENDER

OP $6565.00 2946038

Registration Number:	3121767	B HEARD
Registration Number:	2935190	B.FURBULOUS
Registration Number:	2553637	BABW
Registration Number:	2742586	BABW
Serial Number:	77443812	BEAR BILLS
Registration Number:	3199650	BEAR BOOTIQUE
Registration Number:	2787672	BEAR BUCK$
Registration Number:	2683924	BEAR BUCKS
Registration Number:	3270249	POLYCUBE
Registration Number:	2645921	BEAR BUNGALOW
Registration Number:	2813030	BEAR BUNK TRUNK
Registration Number:	2344561	
Registration Number:	2835988	
Registration Number:	2709652	BEAR REPAIR HOSPITAL
Registration Number:	2649643	BEAR STUFF
Registration Number:	2613353	BEAR STUFF CLEANER
Registration Number:	2810833	BEAR UNIVERSITY
Registration Number:	2742390	BEAR-A-LOG
Registration Number:	2500840	BEARARMOIRE
Registration Number:	2845134	
Registration Number:	2845203	
Registration Number:	2588823	BEAREMY
Registration Number:	2385610	BEAREMY
Registration Number:	3282264	BUILD-A-BEAR WORKSHOP WHERE BEST FRIENDS ARE MADE
Registration Number:	2862535	BEAREMY'S BEARTHDAY BASH
Registration Number:	2742050	BEAREMY'S BOOK CLUB
Registration Number:	3320126	BEAREMY'S DESIGN DEN
Registration Number:	2767510	BEAREMY'S KENNEL PALS
Registration Number:	2789846	BEAREMY'S PAW PENS
Registration Number:	2856789	BEARIMONY
Registration Number:	2798109	BEARISH
Registration Number:	3335598	BEARISMS
Serial Number:	77351430	BEARMAIL
Registration Number:	2863017	BEARRIFIC

Registration Number:	3435005	BEARRIFIC FRIENDS CLUB
Registration Number:	2982092	BEARY BEGINNING BEAR
Serial Number:	78521827	BEARY CHARMING
Registration Number:	2727704	BEARY IMPORTANT GUEST
Registration Number:	3392681	BEARY LIMITED
Registration Number:	2364847	BEARY NEWSWORTHY
Registration Number:	2567345	BEARY TURF SHOE
Registration Number:	2532203	BEARYJANE
Registration Number:	2483521	BROWSE-A-BEAR
Registration Number:	3325529	BUILD-A-BABY BEAR WORKSHOP
Serial Number:	78904047	BUILD-A-BEAR
Registration Number:	3279130	BUILD-A-BEAR FRIENDSHOP
Registration Number:	2756424	BUILD-A-BEAR WORKSHOP
Registration Number:	2553748	BUILD-A-BEAR WORKSHOP
Registration Number:	3435892	BUILD-A-BEAR WORKSHOP
Serial Number:	77331234	BUILD-A-BEAR WORKSHOP
Registration Number:	3435891	BUILD-A-BEAR WORKSHOP
Serial Number:	77332012	BUILD-A-BEAR WORKSHOP
Serial Number:	77332041	BUILD-A-BEAR WORKSHOP
Serial Number:	77332063	BUILD-A-BEAR WORKSHOP
Registration Number:	3435894	BUILD-A-BEAR WORKSHOP
Serial Number:	77331188	BUILD-A-BEAR WORKSHOP
Registration Number:	2598778	BUILD-A-BEAR WORKSHOP
Registration Number:	2633892	BUILD-A-BEAR WORKSHOP WHERE BEST FRIENDS ARE MADE
Serial Number:	77464051	BUILD-A-BEAR WORKSHOP A FRIEND FUR ALL SEASONS
Registration Number:	2864223	ACT 1
Serial Number:	77284246	BUILDABEARVILLE.COM
Serial Number:	77284226	BUILDABEARVILLE.COM
Serial Number:	77284203	BUILDABEARVILLE.COM
Registration Number:	3213733	BUILD-A-BUG
Registration Number:	2987962	BUILD-A-CARD
Registration Number:	3197448	BUILD-A-DINO
Registration Number:	3320119	BUILD-A-FAVOR
Registration Number:	2430233	BUILD-A-GRAM

Registration Number:	3331824	BUILD-A-HERO
Registration Number:	2690978	BUILD-A-MONSTER
Registration Number:	3312997	BUILD-A-PAGE
Registration Number:	2411678	BUILD-A-PARTY
Serial Number:	78785468	BUILD-A-PUZZLE
Serial Number:	78785431	BUILD-A-PUZZLE
Registration Number:	2836898	LET'S FACE IT
Registration Number:	2745130	BUILD-A-SONG
Registration Number:	2750746	BUILD-A-SOUND
Serial Number:	78785400	BUILD-A-STORY
Registration Number:	2786503	BUILD-A-WISH
Registration Number:	2606265	
Registration Number:	2551431	
Registration Number:	2217419	BUY STUFF CLUB
Registration Number:	3231197	CANINE CONDO
Registration Number:	2921479	CHOOSE ME HEAR ME STUFF ME STITCH ME FLUFF ME DRESS ME NAME ME TAKE ME HOME
Registration Number:	3367891	BUILD-A-BEAR WORKSHOP CHOOSE ME HEAR ME STUFF ME STITCH ME FLUFF ME DRESS ME NAME ME TAKE ME HOME
Registration Number:	2506351	CHOOSE ME HEAR ME STUFF ME STITCH ME FLUFF ME NAME ME DRESS ME TAKE ME HOME
Registration Number:	2974062	CHOOSE ME STUFF ME LOVE ME
Registration Number:	2339717	CHOOSE ME STUFF ME STITCH ME FLUFF ME DRESS ME TAKE ME HOME
Registration Number:	2842051	CHOOSE ME, STUFF ME, STITCH ME, FLUFF ME, DRESS ME, HEAR ME, NAME ME, TAKE ME HOME
Registration Number:	2242862	CHUBBY CUBBY
Registration Number:	3282301	
Registration Number:	2357948	COLLECTIBEAR
Registration Number:	2383553	COLLECTIBUNNY
Registration Number:	3354003	COLLECTIDOLL
Registration Number:	3413198	COLLECTIFRIEND
Registration Number:	3240472	COLLECTIWEAR
Serial Number:	78855500	COLLECTOSAUR
Registration Number:	2789714	COMFY STUFF CARRIER
Registration Number:	2843811	COMFY STUFF FUR-NITURE

Registration Number:	2787670	CONDO HUGGER
Registration Number:	2602701	CORBEARATE
Registration Number:	2795408	CORBEARATE
Registration Number:	3225607	CR8 A HEART: A HEART IS MADE OF MANY THINGS PICK 4 FOR YOUR NEW FRIEND 2 B
Registration Number:	3118632	CREATE-A-BEAR
Registration Number:	3232061	CUB CASH
Registration Number:	2286392	CUB CONDO
Registration Number:	2351181	
Registration Number:	2508467	
Registration Number:	2650546	CUBCASE
Registration Number:	2824374	
Serial Number:	78083588	CUBGRATULATIONS
Serial Number:	77449504	CYBEAR
Serial Number:	77449513	CYBEAR
Serial Number:	77212024	CYBEARBUCK$
Serial Number:	77206303	CYBEARSPACE.COM
Serial Number:	77214013	CYBEARSPACE.COM
Serial Number:	77206364	CYBEARSPACE.COM
Registration Number:	3345714	DINO DEN
Serial Number:	78550598	DINOISM
Registration Number:	3360577	DOLL GRAM
Registration Number:	2924458	DOLL STUFF
Registration Number:	3015502	DOLL-ARS
Registration Number:	3366729	DRESS ME PAINT ME DRAW ME COLOR ME ICE ME FROST ME EAT WITH YOUR BEAR HANDS
Registration Number:	2707124	EMOTIBEARS
Registration Number:	2279762	FIND-A-BEAR
Registration Number:	3416030	FIND-A-FRIENDOSAUR
Registration Number:	2941528	FLUFFED, STUFFED & FURBULOUS
Registration Number:	2652188	FLUFFIT AND STUFFIT
Registration Number:	3262268	FOSSIL FEET
Serial Number:	77030314	FOSSIL FUND$
Serial Number:	77449468	FRIENDOSAUR
Registration Number:	3021861	FRIENDS 2 CHOOSE

Registration Number:	3112635	FRIENDS 2B FOUND
Registration Number:	2879654	FRIENDS 2B MADE
Registration Number:	2854031	FRIENDS 2B MADE
Registration Number:	2913218	FRIENDS 2B MADE LOOKING GR8T MEANT 2B 1DERFUL 2COOL FRIENDS 4EVER
Registration Number:	3197260	FRIENDS 2B MADE 1DERFUL 2 COOL MEANT 2B 2 CUTE 4 WORDS GR8 STYLE THAT'S WHAT FRIENDS R4 LOOKING GR8T FRIENDS 4EVER
Registration Number:	2911116	FRIENDS 2B MADE
Registration Number:	2911121	FRIENDS 2B MADE
Registration Number:	3122593	FRIENDS 2B MADE 1DERFUL 2 COOL MEANT 2B 2 CUTE 4 WORDS GR8 STYLE THAT'S WHAT FRIENDS R4 LOOKING GR8T FRIENDS 4EVER
Registration Number:	3199649	FRIENDS 2B MADE SWEETHEARTS
Registration Number:	2976679	FUR SHUI
Registration Number:	3188065	FURBULOUS FASHION DESIGN CONTEST
Registration Number:	2985413	GIVE A GREAT GIFT EXPERIENCE!
Registration Number:	2736644	6C
Serial Number:	78083535	HAPPY BEARTHDAY
Serial Number:	78086736	HAPPY BEARTHDAY
Registration Number:	2735147	
Registration Number:	2649756	
Registration Number:	3133356	
Serial Number:	78556610	
Serial Number:	78556887	
Registration Number:	3399145	HEART STUFF
Registration Number:	2399648	HEART STUFF
Registration Number:	2421714	HIBERNITIES
Serial Number:	77489725	HOMECATION
Registration Number:	2618426	HONEYCARD
Registration Number:	2567637	HOPEFUL WISHES TEDDY
Registration Number:	2672233	HUG FREELY
Registration Number:	2669221	HUG FREELY
Registration Number:	2663590	HUGDAY
Registration Number:	3024566	HUGGABLE HEROES
Registration Number:	3181638	HUGTIME
Registration Number:	3088274	INSIDE IS OUT THERE

Registration Number:	3134085	IT'S HIP 2 HELP
Registration Number:	2729572	JELLI BEARS
Registration Number:	2752997	JOYFUL BUNNY
Registration Number:	2745311	KISSES FUR YOU
Registration Number:	2787671	KOOKY SPOOKY BEAR BASH
Registration Number:	2500951	KUDDLY KOALA
Registration Number:	2659743	LIBEARY
Registration Number:	2714209	LIBEARY
Registration Number:	2971063	LIFE, LIBERTY AND THE RIGHT TO HUGS
Registration Number:	3341814	LIFETIME CLAW PASS
Registration Number:	2910986	LIFETIME PAW PASS
Registration Number:	2298153	LIL CUB
Registration Number:	2497717	LIL O'CUB
Registration Number:	2510460	LOVE IS THE STUFF INSIDE
Registration Number:	2666683	LUCK O' THE BEARISH
Registration Number:	2474340	LUCKY KITTY
Registration Number:	2593815	MAKING FRIENDS THAT MAKE A DIFFERENCE
Registration Number:	2737011	MEMBEARS
Registration Number:	2823137	MESSAGE HUGGER
Serial Number:	77446426	MOOSTLETOE
Registration Number:	3269206	MR. & MRS. SANTA PAWS
Registration Number:	3083661	NAMES 2 GIVE
Registration Number:	2973307	NIKKI'S NETWORK
Registration Number:	2419730	KNOWLEDGE DYNAMICS
Registration Number:	3419730	PAW PERKS
Registration Number:	2907171	PAW WEAR
Registration Number:	2889524	PAWLETTE COUFUR
Registration Number:	2808048	PAWLETTE COUFUR
Registration Number:	2789881	PAWLETTE'S PAW PENS
Registration Number:	3024268	PAWSITIVE AFFURMATIONS
Serial Number:	77449523	PAWSITIVELY GREEN
Serial Number:	77449534	PAWSITIVELY GREEN
Registration Number:	2500870	PERKY PENGUIN
Registration Number:	2843263	READ TEDDY
Registration Number:	3094071	READY 2 GO

Registration Number:	3405829	RECORD-A-BEAR
Registration Number:	2325655	ROLY POLY PANDA
Registration Number:	3016244	ROOMS 2B MADE
Registration Number:	3098735	SAY IT WITH HEART
Registration Number:	2801525	SAY IT WITH SOUND
Registration Number:	2582031	SEAL OF PAWTHENTICITY
Serial Number:	78488503	SHARE THE HUGS
Registration Number:	2371160	SHIRTS ILLUSTRATED
Registration Number:	2990861	
Serial Number:	77443915	SLEEPY J'S
Registration Number:	3134127	SMILE EAR 2 EAR HERE
Registration Number:	2874300	
Registration Number:	2353089	
Registration Number:	2476044	STITCHED WITH LOVE
Registration Number:	2889037	BUILD-A-BEAR WORKSHOP
Registration Number:	2426666	WORKSOFT
Registration Number:	2923018	STUFF FUR STUFF
Registration Number:	2992297	STUFFABLE, DRESSABLE, LOVEABLE DOLLS
Registration Number:	2489096	STUFFED WITH HUGS AND GOOD WISHES
Registration Number:	3110058	STUFFING 2 DO
Registration Number:	2559105	
Registration Number:	2800447	STUFFITERIA
Registration Number:	2995432	TEDDY BEAR CENTENNIAL
Registration Number:	2355598	TEDDYOLOGY
Registration Number:	2747394	THE BEAR PROMISE
Registration Number:	2851810	THE BEARY BEGINNING
Registration Number:	3011448	THE STUFF MEMORIES ARE MADE OF
Registration Number:	2554581	TINY TEES
Registration Number:	2741107	
Registration Number:	2729448	TRAVELING TEDDY
Registration Number:	3463986	TRUE FRIENDSHIP IS NEVER EXTINCT
Registration Number:	3199633	T'S BY ME
Registration Number:	2586617	UNDIBEARS
Registration Number:	2835384	WHAT'S A BEAR TO WEAR
Registration Number:	3262242	WHERE BEST FRIENDOSAURS ARE MADE

Registration Number:	2602016	WHERE BEST FRIENDS ARE MADE
Registration Number:	2612934	WHERE BEST FRIENDS ARE MADE
Serial Number:	77214025	WHERE BEST FRIENDS ARE OUT OF THIS WORLD
Registration Number:	2722224	WHERE BEST FRIENDS FIND COMFY STUFF
Registration Number:	3303385	WHERE BEST FRIENDS PARTY
Registration Number:	2899646	WHERE BEST GIFTS ARE MADE
Registration Number:	2747635	WHERE SPECIAL MEMORIES ARE MADE
Registration Number:	3314140	WHERE WILD AND WONDERFUL FRIENDS ARE MADE
Registration Number:	2830770	WORKSHOP
Registration Number:	2974067	WORLD BEARNET
Serial Number:	78080973	WORLDWIDE CUB CLUB
Serial Number:	78080969	WORLDWIDE CUB CLUB
Registration Number:	3064496	YOURS 2 SPEND 4 A FRIEND!
Registration Number:	2556306	

CORRESPONDENCE DATA

Fax Number: (513)651-6981

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

Phone: 513-651-6800

Email: rschalnat@fbtlaw.com

Correspondent Name: Ria Farrell Schalnat

Address Line 1: 201 East Fifth Street

Address Line 2: 2200 PNC Building

Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	0009143.0117343
NAME OF SUBMITTER:	Ria Farrell Schalnat
Signature:	/Ria Farrell Schalnat/
Date:	10/16/2008

Total Attachments: 54

source=BuildABearTrademarksRecordation#page1.tif
source=BuildABearTrademarksRecordation#page2.tif
source=BuildABearTrademarksRecordation#page3.tif
source=BuildABearTrademarksRecordation#page4.tif
source=BuildABearTrademarksRecordation#page5.tif
source=BuildABearTrademarksRecordation#page6.tif
source=BuildABearTrademarksRecordation#page7.tif
source=BuildABearSecurityAgreement#page1.tif
source=BuildABearSecurityAgreement#page2.tif
source=BuildABearSecurityAgreement#page3.tif

source=BuildABearSecurityAgreement#page4.tif
source=BuildABearSecurityAgreement#page5.tif
source=BuildABearSecurityAgreement#page6.tif
source=BuildABearSecurityAgreement#page7.tif
source=BuildABearSecurityAgreement#page8.tif
source=BuildABearSecurityAgreement#page9.tif
source=BuildABearSecurityAgreement#page10.tif
source=BuildABearSecurityAgreement#page11.tif
source=BuildABearSecurityAgreement#page12.tif
source=BuildABearSecurityAgreement#page13.tif
source=BuildABearSecurityAgreement#page14.tif
source=BuildABearSecurityAgreement#page15.tif
source=BuildABearSecurityAgreement#page16.tif
source=BuildABearSecurityAgreement#page17.tif
source=BuildABearSecurityAgreement#page18.tif
source=BuildABearSecurityAgreement#page19.tif
source=BuildABearSecurityAgreement#page20.tif
source=BuildABearSecurityAgreement#page21.tif
source=BuildABearSecurityAgreement#page22.tif
source=BuildABearSecurityAgreement#page23.tif
source=BuildABearSecurityAgreement#page24.tif
source=BuildABearSecurityAgreement#page25.tif
source=BuildABearSecurityAgreement#page26.tif
source=BuildABearSecurityAgreement#page27.tif
source=BuildABearSecurityAgreement#page28.tif
source=BuildABearSecurityAgreement#page29.tif
source=BuildABearSecurityAgreement#page30.tif
source=BuildABearSecurityAgreement#page31.tif
source=BuildABearSecurityAgreement#page32.tif
source=BuildABearSecurityAgreement#page33.tif
source=BuildABearSecurityAgreement#page34.tif
source=BuildABearSecurityAgreement#page35.tif
source=BuildABearSecurityAgreement#page36.tif
source=BuildABearSecurityAgreement#page37.tif
source=BuildABearSecurityAgreement#page38.tif
source=BuildABearSecurityAgreement#page39.tif
source=BuildABearSecurityAgreement#page40.tif
source=BuildABearSecurityAgreement#page41.tif
source=BuildABearSecurityAgreement#page42.tif
source=BuildABearSecurityAgreement#page43.tif
source=BuildABearSecurityAgreement#page44.tif
source=BuildABearSecurityAgreement#page45.tif
source=BuildABearSecurityAgreement#page46.tif
source=BuildABearSecurityAgreement#page47.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. **Grant of Security Interest.** **BUILD-A-BEAR RETAIL MANAGEMENT, INC.**, a Delaware corporation ("Debtor"), for valuable consideration, receipt of which hereby is acknowledged, hereby transfers, assigns and pledges to **U.S. BANK NATIONAL ASSOCIATION** ("Lender"), and enters into this Intellectual Property Security Agreement (the "Agreement") and grants to Lender, a security interest in all of Debtor's right, title and interest in, to and under the following collateral, whether now existing or hereafter arising or acquired (the "Collateral"):

1.1 all trademarks, trade names, trade dress, corporate names, fictitious names, trade styles, service marks, logos, commercial symbols, prints and labels on which any of the foregoing have appeared, now appear or hereafter appear, designs and the good will and general intangibles of like nature relating thereto, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all applications in connection therewith (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) and 1(d) of said Act has been filed), including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any other office or agency of the United States or any State thereof, or any other country or any political subdivision thereof, including, but not limited to, those described in Schedule A hereto, and all renewals thereof and all licenses thereof (whether as licensor or licensee) and other agreements and/or rights of any kind relating thereto (all of the foregoing being herein referred to as the "Trademarks");

1.2 all letters patent of the United States or of any other country, and all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any other office or agency of the United States or any State thereof or of any other country, including but not limited to, those described in Schedule B hereto, and all inventions, reissues, re-examinations, divisions, improvements, continuations, continuations-in-part, continuing prosecution applications, or extensions thereof, substitutes, renewals, and all licenses thereof (whether as licensor or licensee) and other agreements and/or rights of any kind relating thereto (all of the foregoing being herein referred to as the "Patents");

1.3 all copyrights, whether registered or not, of the United States or any other country, and all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, applications, registrations and recordings in the United States Copyright Office or of any other country, including but not limited to, those described in Schedule C hereto, and all variations, adaptations, derivatives, renewals thereof and all licenses thereof (whether as licensor or licensee) and other agreements and/or rights of any kind relating thereto (all of the foregoing being herein referred to as the "Copyrights");

1.4 all trade secrets, proprietary information and "know-how", including but not limited to those described in Schedule D hereto (all of the foregoing being herein referred to as the "Trade Secrets").

1.5 all license agreements regarding Patents, Trademarks, Copyrights, or Trade Secrets with any other party, whether such Debtor is a licensor or licensee under any such license agreement, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Debtor and now or hereafter covered by such licenses, including but not limited to those described in Schedule E attached hereto (collectively, the "Licenses")

1.6 all rights to sue and other claims for past, present and future infringements and/or misappropriations of any of such Trademarks, Patents, Copyrights, and Trade Secrets, or dilution thereof, or for injury to the good will associated therewith;

1.7 all income, damages and other amounts payable of any kind under or with respect to any of the foregoing, including, without limitation, royalty fees, proceeds of infringement suits and other amounts of any kind; and

1.8 all proceeds and products of the foregoing, in whatever form the same may be,

for the purpose of securing the payment to Lender of all of the following ("Obligations"): all loans, advances, debts, liabilities, obligations, covenants and duties owing to Lender from any Debtor or Borrower of any kind or nature, present or future, whether or not evidenced by any note, guaranty or other instrument, including but not limited to those arising under: (i) the Fourth Amended and Restated Loan Agreement by and among Debtor, certain Affiliates of Debtor, and Lender dated as of the date hereof, (the "Loan Agreement") (ii) any International Swaps and Derivatives Association Master Agreement ("Master Agreement"), and including each Transaction (as such term is defined in the Master Agreement), as confirmed in the applicable confirmation of each such Transaction, (iii) any obligation of Debtor or Borrower to Lender or any Lender's Affiliate under any other interest rate swap, cap, collar, floor, option, forward, or other type of interest rate protection, foreign exchange or derivative transaction agreement, (iv) under any other agreement, instrument or document, whether or not for the payment of money, whether arising by reason of an extension of credit, opening of a letter of credit, loan, guaranty, indemnification or in any other manner, whether direct or indirect (including those acquired by assignment, participation, purchase, negotiation, discount or otherwise), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising and whether or not contemplated by Debtor or Lender or Lender's Affiliate on the date hereof; and, as to all of the foregoing, including any amendments, modifications, or superceding documents to each of the foregoing; and all charges, expenses, fees, including but not limited to reasonable attorneys' fees, and any other sums chargeable to Debtor or Borrower under any of the Obligations.

TRADEMARK
REEL: 003871 FRAME: 0680

2. **Collateral Assignment.**

2.1 In addition to, and not in limitation of, the grant of the security interest in the Patents, Trademarks, Copyrights, Trade Secrets, and Licenses in Section 1 above, Debtor hereby grants, assigns, transfer, conveys, sets over to Lender, Debtor's entire right, title and interest in and to the Patents, Trademarks, Copyrights, Trade Secrets, and Licenses; provided that such grant, assignment, transfer and conveyance will become effective only at the election of Lender and after the occurrence of an Event of Default that is continuing at the time of the election. Debtor hereby agrees that after the effectiveness of such grant, assignment, transfer and conveyance of any of the Patents, Trademarks, Copyrights, Trade Secrets, and Licenses, the use by Lender of any such Patents, Trademarks, Copyrights, Trade Secrets, and Licenses will be without any liability for royalties or other related charges from Lender to any Debtor.

2.2 In addition, Debtor has executed in blank and delivered to Lender an assignment of license and federally registered patents, trademarks and copyrights (the "IP Assignment") owned by it in the form of the attached Exhibit A hereto. Debtor hereby authorizes Lender to complete as Assignee and record with the United States Patent and Trademark Office (the "Patent and Trademark Office") and the United State Copyright Office (the "Copyright Office") each IP Assignment upon the occurrence of an Event of Default that is continuing at the time of filing.

3. **General Representations and Warranties.** Debtor represents and warrants as follows:

3.1 Each of the Trademarks, Patents, Copyrights, Trade Secrets, and Licenses is valid, enforceable and subsisting.

3.2 Debtor has the requisite corporate power and authority to execute, deliver and perform this Agreement, and this Agreement is the legal, valid and binding obligation of Debtor, enforceable in accordance with its terms.

3.3 The Schedules hereto are true and complete lists of all Collateral as of the date hereof.

3.4 This Agreement creates a legal and valid lien on the Collateral, enforceable against Debtor and all third parties.

3.5 This Agreement does not violate and is not in contravention of any other agreement to which Debtor is a party or any judgment or decree by which Debtor is bound and does not require any consent under any other agreement to which Debtor is a party or by which Debtor is bound.

3.6 Debtor is the sole and exclusive owner of and has good and marketable title to the Collateral; none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, setoff, defense, claim, license, shop right, work for hire claims, covenant not to sue, or other encumbrance, except Permitted Liens and the liens in favor of Lender; and there are no legal actions, administrative proceedings

TRADEMARK
REEL: 003871 FRAME: 0681

or claims pending or threatened relating to any of the Collateral, except as otherwise set forth on the attached Schedule F.

3.7 All of the information provided by Debtor to Lender on the Disclosure Schedule executed by Debtor of even date herewith is true and complete in all respects.

3.8 Debtor has notified Lender in writing of all uses of any Patent, Trademark or Copyright, prior to such Debtor's use, of which such Debtor is aware, which would in the reasonable judgment of such Debtor lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses that were not supported by the good will of the business connected with such item.

3.9 Debtor's products have been marked as required by statute with respect to the Collateral.

3.10 Debtor has used consistent standards of quality consistent with historical practice in manufacturing, distribution, and marketing of each product sold and provision of each service provided under any Collateral, and have taken all steps necessary to ensure that all licensed users of any Collateral use such consistent standards of quality.

4. **Trademark Representations and Warranties.** Debtor represents and warrants as follows:

4.1 Debtor is the sole, legal and beneficial owner of the entire right, title and interest in and to the Trademarks purported to be granted by it hereunder, free and clear of any lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for Permitted Liens and certain Licenses and registered user agreements described in Schedule E. Except as permitted in the Loan Agreement, No financing statement or similar instrument is in effect covering all or any part of the Trademarks purported to be granted by Debtor hereunder is on file in any recording office, including, without limitation, the Patent and Trademark Office and the equivalent offices in any foreign jurisdiction, except such as may have been filed in favor of Lender.

4.2 Set forth on Schedule A is a list of all of the Trademarks owned by Debtor.

4.3 Each Trademark identified on Schedule A is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to Debtor's knowledge, valid, registrable, and enforceable.

5. **Patent Representations and Warranties.** Debtor represents and warrants as follows:

5.1 Debtor is the sole legal and beneficial owner of the Patents set forth opposite its name on Schedule B hereto, free and clear of any lien, security interest, option, charge, pledge, assignment (whether conditional or not), or any other encumbrance except for Permitted Liens and certain Licenses and registered user agreements

TRADEMARK
REEL: 003871 FRAME: 0682

described in Schedule E and, except as permitted in the Loan Agreement, no financing statement or other instrument similar in effect covering all or any part of such Collateral is on file in any recording office, except such as may have been filed in favor of Lender.

5.2 Set forth on Schedule B is a list of all of the Patents owned by Debtor.

5.3 Each Patent of Debtor identified on Schedule B hereto is subsisting and has not been adjudged unpatentable, invalid or unenforceable, in whole or in part, and to the knowledge of Debtor is patentable, valid and enforceable, and each of such Patent applications has been filed in conformity with applicable rules and procedures of the Patent and Trademark Office and of the equivalent agencies in each applicable foreign jurisdiction and will be diligently prosecuted in conformity therewith so as not to become improperly abandoned.

6. **Copyright Representations and Warranties.** Debtor represents and warrants as follows:

6.1 Debtor is the sole, legal and beneficial owner of the entire right, title and interest in and to the Copyrights purported to be granted by it hereunder, free and clear of any lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for Permitted Liens and certain Licenses and registered user agreements described in Schedule E. Except as permitted in the Loan Agreement, no financing statement or similar instrument is in effect covering all or any part of the Copyrights purported to be granted by Debtor hereunder is on file in any recording office, including, without limitation, the Copyrights Office and the equivalent offices in any foreign jurisdiction ,except such as may have been filed in favor of Lender.

6.2 Set forth on Schedule C is a list of all of the Copyrights owned by Debtor.

6.3 Each Copyright identified on Schedule C is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to Debtor's knowledge, valid, registrable, and enforceable.

7. **Trade Secret Representations and Warranties.** Debtor represents and warrants as follows:

7.1 Debtor is the sole, legal and beneficial owner of the entire right, title and interest in and to the Trade Secrets purported to be granted by it hereunder, free and clear of any lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for Permitted Liens and certain Licenses and registered user agreements described in Schedule E. Except as permitted in the Loan Agreement, no financing statement or similar instrument is in effect covering all or any part of the Trade Secrets purported to be granted by Debtor hereunder is on file in any recording office, except such as may have been filed in favor of Lender.

7.2 Set forth on Schedule D is a list of all of the Trade Secrets owned by Debtor.

TRADEMARK
REEL: 003871 FRAME: 0683

7.3 Each Trade Secret identified on Schedule D is validly subsisting and has not been abandoned or adjudged invalid, or unenforceable, in whole or in part, and is, to Debtor's knowledge, valid, and enforceable.

8. **Covenants.** Debtor covenants and agrees as follows:

8.1 Anything herein to the contrary notwithstanding, Debtor will remain liable under the Collateral to observe and perform all the conditions and obligations to be observed and performed by Debtor thereunder, all in accordance with and pursuant to the terms and provisions thereof.

8.2 Debtor will furnish to Lender upon each anniversary of execution of this Agreement, statements and schedules identifying and describing any change, including but not limited to additions and/or deletions in the Collateral, and such other reports in connection with the Collateral as Lender may reasonably request, all in reasonable detail, and includes a detailed explanation of any deletions therefrom.

8.3 Debtor (either itself or through its licensees) will: (a) continue to properly use and maintain each Trademark that is material to Debtor's business in full force and free from any claim of abandonment for non-use, (b) maintain, as in the past, the quality of products and services offered under such Trademark, (c) employ such Trademark with the appropriate notice of application or registration, and (d) not, and not permit any licensee or sublicensee thereof to, do any act or knowingly omit to do any act whereby such Trademark may become invalidated.

8.4 Debtor will not do any act, or omit to do any act, whereby any material Patent or Copyright necessary to Debtor's business may become abandoned, part of the public domain or otherwise unenforceable.

8.5 Debtor will notify Lender promptly if Debtor knows or has reason to know that any application or registration relating to any Patent, Copyright, Trademark, or Trade Secret, and any material intellectual property that may be subject to a license, may become abandoned (if necessary to the Debtor's business), invalid, or otherwise unenforceable, or of any adverse determination or development, including but not by way of limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or Copyright Office or any court, regarding the ownership of any material part of the Collateral that is necessary to the Debtor's business, its right to register the same, or to keep, use, enforce and/or maintain the same.

8.6 If at any time after the date of this Agreement, Debtor obtains rights to any new or additional Collateral, or becomes entitled to the benefit of any application or registration for any re-issue, division, re-examination, continuation-in-part, continuation, renewal or extension of any Collateral or any improvements, adaptations or derivations on any Collateral, the provisions of this Agreement will automatically apply thereto and Debtor will give to Lender prompt written notice

TRADEMARK
REEL: 003871 FRAME: 0684

thereof. Debtor authorizes Lender to modify this Agreement by adding from time to time an Exhibit B, which Exhibit B will include any such future Collateral and applications, and Debtor will execute and deliver to Lender from time to time such supplemental assignments or other instruments as Lender may desire for the purpose of confirming and perfecting Lender's interest in such Collateral. In no event will Debtor, either itself or through any agent, employee, licensee or designee, file an application for the issuance of any patent or the registration of any trademark with the United States Patent and Trademark Office, or for any copyright registration with the United States Copyright Office, or any office or agency of the United States or any State thereof or of any other country or any political subdivision thereof, or enter into any license, unless it promptly informs Lender, and, upon request of Lender, executes and delivers any and all agreements, instruments, documents, and papers necessary to and perfect Lender's security interest in such Collateral for which registration has been applied and the good will and other intellectual property and related general intangibles of Debtor relating thereto or represented thereby, and Debtor hereby constitutes Lender as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest and irrevocable until the Obligations are indefeasibly paid in full and this Agreement is terminated.

8.7 Debtor will take all necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any appropriate office or agency in any state or in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and except otherwise provided herein, to maintain each registration of the Collateral, including, without limitation, filing of applications for renewal, payment of maintenance fees, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings.

8.8 If any of the Collateral is infringed, misappropriated, diluted or otherwise used or returned without authorization by a third party, Debtor will promptly notify Lender after Debtor learns thereof and will take such actions as are reasonable under the circumstances to protect such Collateral.

8.9 Debtor, at its sole cost and expense, will (a) appear in and defend any action arising out of, or in any manner connected with, any of the Collateral or the obligations or liabilities of Debtor thereunder, (b) continue to use consistent standards of quality consistent with historical practice in its manufacture of products sold under the Collateral and will allow Lender by its agents to inspect such products and quality control records relating thereto in accordance with the provisions of the Loan Agreement, and (c) allow Lender by its agents reasonable access to the books and records of Debtor relating to the Collateral.

8.10 Except as otherwise provided herein, Debtor will not (a) sell, assign, pledge or otherwise transfer or encumber all or any part of its interest in any of the Collateral,

TRADEMARK
REEL: 003871 FRAME: 0685

(b) grant any license under any of the Collateral (other than licenses to marketing and distribution agents in the ordinary course of business consistent with past practices), or (c) enter into any agreement which is inconsistent with Debtor's obligations under this Agreement; provided that Debtor may license the Collateral (i) in the ordinary course of Debtor's business, if and only if such license is necessary or desirable in the conduct of Debtor's business; or (ii) in connection with any sale of assets expressly in the documents evidencing the Obligations, if and only if such license is on terms reasonably expected to maximize the gain to Debtor resulting from the granting of such license. Lender will execute any documents that Debtor may reasonably require in order to permit Debtor to exercise its rights hereunder to license the Collateral; provided that in no event will Lender be required to do anything that may, in the commercially reasonable judgment of Lender, result in adversely affecting the lien granted hereunder or the assignment of the Collateral located in any foreign jurisdiction.

9. **Payment of Expenses by Lender.** Lender, in its reasonable discretion, may discharge taxes, liens, security interests or such other encumbrances as may attach to the Collateral, may pay for the maintenance and preservation of the Collateral, as reasonably determined by Lender to be necessary. Debtor will reimburse Lender promptly after demand for any payment so made or any expense incurred by Lender pursuant to the foregoing authorization, and the Collateral also will secure any advances or payments so made or out-of-pocket expenses so incurred by Lender.

10. **Collections.** After the occurrence of an Event of Default that is continuing, as defined below, if directed by Lender, whenever Debtor receives any payment with respect to any of the Collateral it will hold such payment in trust for Lender and forthwith will deliver to Lender the same in the form received by Debtor without commingling with any funds belonging to Debtor, and promptly will deposit the same in a special collateral account with Lender.

11. **Notification of Third Parties.** Lender, at any time after the occurrence of an Event of Default that is continuing, and without notice to Debtor, may notify any persons who are indebted to Debtor with respect to any Collateral of the assignment thereof to Lender and may direct such persons to make payment directly to Lender of the amounts due. At the request of Lender after the occurrence of an Event of Default, Debtor will direct any persons who are indebted to Debtor with respect to any Collateral to make payment directly to Lender. Lender is authorized to give receipts to such persons for any such payments and such persons will be protected in making such payments to Lender.

12. **Execution of Appropriate Documentation with Respect to Collateral.** With respect to any and all of the Collateral, Debtor agrees to do and cause to be done all things necessary to perfect, maintain the priority of and keep in full force and effect the security interest granted by Debtor to Lender, including, but not limited to, the prompt payment upon demand therefor by Lender of all reasonable fees and out-of-pocket expenses (including documentary stamp, excise or intangibles taxes) incurred in connection with the preparation, delivery, or filing of any document or the taking of any action deemed necessary or appropriate by Lender to perfect, protect, or enforce a security interest in any

TRADEMARK
REEL: 003871 FRAME: 0686

of the Collateral for the benefit of Lender, subject only to Permitted Liens. All amounts not so paid when due will be added to the Obligations and (in addition to other rights and remedies resulting from such non-payment) will bear interest from the date of demand until paid in full at the Default Rate. Debtor also authorizes Lender to file one or more financing statements as necessary (including but not limited to any correction statements as set forth more fully in UCC Section 9-518), which financing statements lists or otherwise describes the Collateral as consisting of all of Debtor's assets or words to that effect, regardless of the actual description of the Collateral set forth in this Agreement. Debtor hereby ratifies any filing by Lender that predates the date of this Agreement but that was intended to perfect the security interest granted hereby.

13. **Receivers.** Upon or at any time after the occurrence and continuation of an Event of Default, Lender may request the appointment of a receiver of the Collateral. Such appointment may be made without notice, and without regard to (i) the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the Obligations; and (ii) the value of the Collateral at such time. Such receiver will have the power to take possession, control and care of the Collateral and to collect all accounts resulting therefrom. Notwithstanding the appointment of any receiver, trustee, or other custodian, Lender will be entitled to the possession and control of any cash, or other instruments at the time held by, or payable or deliverable under the terms of this Security Agreement to Lender.

14. **Default.**

14.1 Upon the occurrence of any Event of Default, Lender may exercise any one or more of the rights and remedies granted pursuant to this Agreement or given to a secured party under applicable law, as it may be amended from time to time, including but not limited to: (i) the right to take possession and sell, lease or otherwise dispose of the Collateral; (ii) at its option, operate, use or exercise any rights of ownership pertaining to the Collateral as Lender deems necessary to preserve the value and receive the benefits of the Collateral; (iii) exercise any and all rights and remedies of Debtor under, in connection with, or otherwise in respect of, such Collateral, including the completion and filing of the IP Assignment; and (iv) license such Collateral or any part thereof. Upon the occurrence and continuation of an Event of Default, Lender may, so far as Debtor can give authority therefor, enter upon any premises on which the Collateral or any part thereof may be situated and take possession of and remove the same therefrom. Lender may require Debtor to make the Collateral available to Lender at a place to be designated by Lender that is reasonably convenient to both parties.

14.2 Debtor further agrees that, in the event of any disposition of the Collateral upon an Event of Default, Debtor will duly execute, acknowledge and deliver all documents necessary that has occurred and is continuing or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of registrations and/or applications for registration of all Trademarks, Copyrights, Patents and Trade Secrets. Debtor hereby irrevocably appoints Lender as its attorney-in-fact, with full power of substitution, to execute,

TRADEMARK
REEL: 003871 FRAME: 0687

deliver, and record such documents on Debtor's behalf upon the occurrence of an Event of Default. For the purposes of enabling Lender to exercise its rights and remedies upon an Event of Default, Debtor hereby grants to Lender an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Debtor) to use, assign, license or sublicense any of the Collateral, now owned or hereafter acquired by Debtor, and wherever the same may be located.

14.3 The net proceeds arising from the disposition of the Collateral after deducting expenses incurred by Lender will be applied to the Obligations in the order determined by Lender. If any excess remains after the discharge of all of the Obligations, the same will be promptly paid to Debtor or as required by law. If after exhausting all of the Collateral, there should be a deficiency, Debtor will be liable therefor to Lender; provided, however, that nothing contained herein will obligate Lender to proceed against the Collateral prior to making a claim against Debtor or any other party obligated under the Obligations or prior to proceeding against any other collateral for the Obligations.

14.4 Whenever notice is required by law to be sent by Lender to Debtor of any sale, lease or other disposition of the Collateral, five days written notice sent to Debtor's address set forth herein for notices will be reasonable.

14.5 The rights and remedies provided herein are cumulative and are not exclusive of any other rights or remedies provided by applicable law.

15. **Enforcement Actions.** To the extent permitted by applicable law, Lender may, but will in no way be obligated to, bring suit in its own name to enforce the Collateral and any license thereunder. If Lender elects to bring any such suit in its own name, Debtor will at the request of Lender do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement, including but not limited to joining with Lender in the commencement and maintenance of such suit, and agreeing to be named as a party therein, and Debtor will promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section.

16. **Lender's Duties.** The powers conferred on Lender hereunder are solely to protect the interest of Lender in the Collateral, and will not impose any duty upon Lender to exercise any such powers. Except for the same custody of any Collateral in Lender's possession and the accounting for moneys actually received by Lender hereunder, Lender will have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Collateral. Lender will be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Lender accords its own similar property.

17. **Obligations, Indemnifications, and Expenses.** If Debtor fails to comply with any of its obligations hereunder, Lender may, but will not be obligated to, do so at the expense of

TRADEMARK
REEL: 003871 FRAME: 0688

Debtor. To the extent that Lender incurs any out-of-pocket costs or out-of-pocket expenses in protecting or enforcing its rights in the Collateral or observing or performing any of the conditions or obligations of Debtor hereunder, including but not limited to reasonable attorneys' fees and the out-of-pocket costs and out-of-pocket expenses of litigation, such costs and expenses will be due on demand, will be included in the indebtedness secured hereby and will bear interest from the incurring or payment thereof at the highest Default Rate as defined in any of the Obligations. Debtor will indemnify and hold Lender harmless against (a) all expenses, liabilities, actual losses and actual damages that Lender may incur under the Collateral or under or by reason of this Agreement, and (b) all claims and demands whatsoever that may be asserted against Lender by reason of this Agreement or any act of Lender under this Agreement or under any of the Collateral.

18. **Lender's Power of Attorney.** Debtor hereby irrevocably constitutes and appoints Lender, and any officer thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Debtor or in its name, from time to time in Lender's discretion for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments necessary to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, Debtor hereby gives Lender the power and right, on behalf of Debtor, after an Event of Default that has occurred and is continuing, and without notice to or assert by Debtor, to do the following:

18.1 to receive payment of, endorse, and receipt for, any and all monies, claims and other amounts due and to become due at any time in respect of or arising out of the Collateral;

18.2 to commence and prosecute any suits, actions or proceeding at law or in equity in any court of competent jurisdiction to collect any of the Collateral and to enforce any other right in respect of the Collateral;

18.3 to settle, compromise or adjust any suit, action or proceeding described above, and, in connection therewith, to give such discharges or releases as Lender may deem appropriate;

18.4 to execute, in connection with the sale provided for in Section 14 hereof, any endorsement, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

18.5 generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option, at any time, or from time to time, all acts and things necessary to protect or preserve the Collateral and Lender's security interest and rights therein in order to effect the intent of this Agreement, all as fully and effectively as Debtor might do.

Debtor hereby ratifies all that such attorneys will lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest, will be irrevocable and

TRADEMARK
REEL: 003871 FRAME: 0689

will terminate only upon payment in full of the Obligations and the termination of all financing arrangements relating thereto and this Agreement. Lender will have no obligation to preserve any rights of any third parties in the Collateral or to perform any duties or obligations of any Debtor under or with respect to any of the Collateral. Lender will be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it, any of its affiliates nor any of its agents will be responsible to Debtor for any action taken or omitted to be taken in good faith or in reliance on the advice of counsel except for its own gross negligence or willful misconduct.

19. General.

19.1 **Waiver**. No delay or omission on the part of Lender to exercise any right or power arising from any default or Event of Default will impair any such right or power or be considered a waiver of any such right or power or a waiver of any such default or Event of Default or an acquiescence therein nor will the action or non-action of Lender in case of such Default or Event of Default impair any right or power arising as a result thereof or affect any subsequent default or any other default of the same or a different nature.

19.2 **Notices**. All notices, demands, requests, consents, approvals and other communications required hereunder will be given in the manner specified in the Loan Agreement.

19.3 **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of Debtor and Lender and their respective successors and assigns; provided, however, that Debtor may not assign this Agreement in whole or in part without the prior written consent of Lender, and Lender at any time may assign this Agreement in whole or in part. All references herein to "Debtor" and "Lender" will be deemed to apply to Debtor and Lender and their respective heirs, administrators, successors and assigns.

19.4 **Modifications.** No modification or waiver of any provision of this Agreement nor consent to any departure by Debtor therefrom, will be established by conduct, custom, or course of dealing; and no modification, waiver or consent will in any event be effective unless the same is in writing and specifically refers to this Agreement, and then such waiver or consent will be effective only in the specific instance and for the purpose for which given. No notice to or demand on Debtor in any case will entitle Debtor to any other or further notice or demand in the same, similar or other circumstance.

19.5 **Joint and Several Obligations.** If this Security Agreement is executed by one or more person or entity as the "Debtor," the obligations of such persons or entities will be joint and several. Unless otherwise specified herein, any reference to "Debtor" will mean each such person or entity executing this Security Agreement individually and all of such persons or entities collectively.

TRADEMARK
REEL: 003871 FRAME: 0690

19.6 **Illegality.** If fulfillment of any provision hereof or any transaction related hereto or of any provision of this Agreement, at the time performance of such provision is due, involves transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled will be reduced to the limit of such validity.

19.7 **Headings**. The headings in this Agreement are for convenience only and will not limit or otherwise affect any of the terms hereof.

19.8 **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

19.9 **Definitions.** Capitalized terms used in the Exhibits hereto and herein and not otherwise defined will be given the definitions set forth in the Loan Agreement, and if not defined therein, in the Uniform Commercial Code in force and effect in the State indicated in the Governing Law section of this Agreement

19.10 **Governing Law.** This Agreement has been delivered and accepted at and will be deemed to have been made at Cincinnati, Ohio and will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Ohio, without regard to conflicts of law principles.

19.11 ***Jurisdiction.*** ***Debtor hereby irrevocably agrees and submits to the exclusive jurisdiction of any state or federal court located within Franklin County, Ohio, Hamilton County, Ohio, or, at the option of Lender in its sole discretion, of any state or federal court(s) located within any other county, state or jurisdiction in which Lender at any time or from time to time chooses in its sole discretion to bring an action or otherwise exercise a right or remedy, and Debtor waives any objection based on forum non conveniens and any objection to venue of any such action or proceeding.***

19.12 ***Waiver of Jury Trial.*** ***The parties hereto each waive any right to trial by jury in any action or proceeding relating to this Agreement, the Obligations, the Collateral, or any actual or proposed transaction or other matter contemplated in or relating to any of the foregoing.***

Signed on August __, 2008.

SIGNATURE PAGE FOLLOWS

TRADEMARK
REEL: 003871 FRAME: 0691

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Lender:
U.S. BANK NATIONAL ASSOCIATION

By: _____
Charles L. Thomas
Vice President

Debtor:
BUILD-A-BEAR RETAIL MANAGEMENT, INC.

By: _____
Maxine Clark
Chief Executive Officer

TRADEMARK
REEL: 003871 FRAME: 0692

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

The foregoing instrument was acknowledged before me, a notary public, this 7 day of August, 2008 by Maxine Clark, the duly authorized Chief Executive Officer of **BUILD-A-BEAR RETAIL MANAGEMENT, INC.**, a Delaware corporation, on behalf of such corporation.

WANDA F. WATSON
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Dec.2, 2008
Commission # 04844622

Wanda F. Watson
Notary Public
My commission expires: 12-2-08

STATE OF Ohio)
) SS.
COUNTY OF Hamilton)

The foregoing instrument was acknowledged before me this 8 day of August, 2008 by Charles L. Thomas, the duly authorized Vice President of **U.S. BANK NATIONAL ASSOCIATION**, on behalf of the association.

Linda S. Manning (AHR)
Notary Public
My commission expires: 5-19-2013

LINDA S. AHR
Notary Public, State of Ohio
My Commission Expires 05-19-2013

TRADEMARK
REEL: 003871 FRAME: 0693

SCHEDULE A

Trademarks

See attached list of Issued and Pending Trademarks

TRADEMARK
REEL: 003871 FRAME: 0694

BUILD-A-BEAR WORKSHOP

Trademark Report by Mark
Country: US
Status: ACTIVE

Printed 7/24/200 Pag 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
2B & HEART DESIGN							
UNITED STATES	1952	12/22/2003	78/344,282	5/3/2005	2,946,038	REGISTERE	28
2B COLORFUL							
UNITED STATES	02540	3/23/2006	78/844,570	12/11/2007	3,354,005	REGISTERE	28
2B N THE KNOW							
UNITED STATES	2185	11/24/2004	78/522,727	8/8/2006	3,127,974	REGISTERE	41
2B PRETTY							
UNITED STATES	2112	8/19/2004	78/470,355	9/5/2006	3,140,068	REGISTERE	35
2DAY'S HOTTEST NEWS 4 THE COOLEST GIRLS							
UNITED STATES	2186	11/24/2004	78/522,752	10/17/2006	3,160,324	REGISTERE	41
4 GR8 STYLE							
UNITED STATES	0323	8/19/2004	78/470,443	6/6/2006	3,101,975	REGISTERE	35
A BOOK STUFFED WITH MEMBEARIES							
UNITED STATES	2309	3/31/2005	78/598,879	11/7/2006	3,169,933	REGISTERE	16
A FRIEND FUR ALL SEASONS							
UNITED STATES	T00440US00	5/2/2008	77/464,071			PENDING	009
A PAWSITIVELY FUN FAMILY EXPERIENCE							
UNITED STATES	148	5/21/1999	75/711,771	3/14/2000	2,329,718	REGISTERE	35
ACCESSORIZE ME							
UNITED STATES	1920	10/30/2003	78/320,713	7/19/2005	2,974,064	REGISTERE	28
AIR BATH DESIGN							
UNITED STATES	54360	2/23/1998	75/438,439	4/30/2002	2,564,834	REGISTERE	35
ALL THE BUZZ THAT'S BROUGHT TO BEAR							
UNITED STATES	355	11/21/2001	76/341,288	9/17/2002	2,621,134	REGISTERE	16
AUDIO SOUND STATION DESIGN							
UNITED STATES	55145	2/13/1998	75/434,463	11/26/2002	2,653,024	REGISTERE	35
B FRIENDER							
UNITED STATES	1477	10/21/2004	78/503,866			ALLOWED	35
B HEARD							
UNITED STATES	0276	8/19/2004	78/470,123	7/25/2006	3,121,767	REGISTERE	35
B.FURBULOUS							
UNITED STATES	2042	3/25/2004	78/390,612	3/22/2005	2,935,190	REGISTERE	16
BABW							
UNITED STATES	297	1/20/2000	75/899,146	3/26/2002	2,553,637	REGISTERE	28

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
BABW HEART & PAWPRINT DESIGN							
UNITED STATES	275	1/20/2000	75/899,148	7/29/2003	2,742,586	REGISTERE	28
BEAR BILLS							
UNITED STATES	T00433US00	4/9/2008	77/443,812			PENDING	036
BEAR BOOTIQUE							
UNITED STATES	31	4/8/2005	78/605,425	1/16/2007	3,199,650	REGISTERE	28
BEAR BUCK$							
UNITED STATES	1613	9/30/2002	78/169,267	11/25/2003	2,787,672	REGISTERE	9
BEAR BUCKS							
UNITED STATES	56524	6/5/1998	75/497,034	2/4/2003	2,683,924	REGISTERE	16
BEAR BUILDER							
UNITED STATES	360	1/11/2007	77/080,994	8/14/2007	3,270,249	REGISTERE	35
BEAR BUNGALOW							
UNITED STATES	1042	12/19/2001	78/099,194	11/5/2002	2,645,921	REGISTERE	28
BEAR BUNK TRUNK							
UNITED STATES	1790	2/3/2003	78/210,047	2/10/2004	2,813,030	REGISTERE	28
BEAR HEAD DESIGN							
UNITED STATES	54325	6/17/1998	75/505,792	4/25/2000	2,344,561	REGISTERE	16,35,42
UNITED STATES	1478	10/11/2002	76/457,609	4/27/2004	2,835,988	REGISTERE	16
BEAR REPAIR HOSPITAL							
UNITED STATES	177	7/22/1999	75/764,120	4/22/2003	2,709,652	REGISTERE	37
BEAR STUFF							
UNITED STATES	1139	1/24/2002	78/104,534	11/12/2002	2,649,643	REGISTERE	28
BEAR STUFF CLEANER							
UNITED STATES	447	10/13/2000	76/147,522	8/27/2002	2,613,353	REGISTERE	3
BEAR UNIVERSITY							
UNITED STATES	54715	2/9/1998	75/430,593	2/3/2004	2,810,833	REGISTERE	28
BEAR-A-LOG							
UNITED STATES	159	6/7/1999	75/723,826	7/29/2003	2,742,390	REGISTERE	35
BEARARMOIRE							
UNITED STATES	183	8/16/1999	75/776,418	10/23/2001	2,500,840	REGISTERE	28
BEARARMOIRE DESIGN							
UNITED STATES	178	8/17/1999	75/782,914	5/25/2004	2,845,134	REGISTERE	35
UNITED STATES	MAX0698	8/17/1999	75/982,353	5/25/2004	2,845,203	REGISTERE	28
BEAREMY							
UNITED STATES	58676	11/18/1998	75/591,251	7/2/2002	2,588,823	REGISTERE	35,36,41
UNITED STATES	246	10/18/1999	75/829,777	9/12/2000	2,385,610	REGISTERE	28

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
BEAREMY DESIGN COLOR							
UNITED STATES	02700	12/21/2006	77/069,518	8/21/2007	3,282,264	REGISTERE	35
BEAREMY'S BEARTHDAY BASH							
UNITED STATES	1635	11/19/2002	78/186,645	7/13/2004	2,862,535	REGISTERE	35
BEAREMY'S BOOK CLUB							
UNITED STATES	1324	9/16/2002	78/164,358	7/29/2003	2,742,050	REGISTERE	35
BEAREMY'S DESIGN DEN							
UNITED STATES	2351	6/8/2005	78/646,005	10/23/2007	3,320,126	REGISTERE	35
BEAREMY'S KENNEL PALS							
UNITED STATES	628	5/30/2001	76/264,419	9/23/2003	2,767,510	REGISTERE	28
BEAREMY'S PAW PENS							
UNITED STATES	1465	7/4/2002	78/141,382	12/2/2003	2,789,846	REGISTERE	16
BEARIMONY							
UNITED STATES	1507	6/28/2002	78/139,807	6/22/2004	2,856,789	REGISTERE	16
BEARISH							
UNITED STATES	306	2/15/2000	75/919,795	12/23/2003	2,798,109	REGISTERE	16
BEARISMS							
UNITED STATES	51336	8/4/1997	75/335,759	11/13/2007	3,335,598	REGISTERE	6,9,16 20,21,25 28,35,41 42
BEARMAIL							
UNITED STATES	02797	12/13/2007	77/351,430			PENDING	38
BEARRIFIC							
UNITED STATES	233	12/1/1999	75/862,178	7/13/2004	2,863,017	REGISTERE	35
BEARRIFIC FRIENDS CLUB							
UNITED STATES	T00422US00	9/17/2007	77/281,168	5/27/2008	3,435,005	REGISTERE	28
BEARY BEGINNING BEAR							
UNITED STATES	1936	11/20/2003	78/330,781	8/2/2005	2,982,092	REGISTERE	28
BEARY CHARMING							
UNITED STATES	2177	11/23/2004	78/521,827			ALLOWED	35
BEARY IMPORTANT GUEST							
UNITED STATES	429	11/9/2000	76/163,445	6/17/2003	2,727,704	REGISTERE	35
BEARY LIMITED							
UNITED STATES	1212	4/10/2002	78/120,730	3/4/2008	3,392,681	REGISTERE	35
BEARY NEWSWORTHY							
UNITED STATES	50240	2/18/1997	75/245,814	7/4/2000	2,364,847	REGISTERE	16

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
BEARY TURF SHOE							
UNITED STATES	854	7/26/2001	76/291,329	5/7/2002	2,567,345	REGISTERE	28
BEARYJANE							
UNITED STATES	853	7/26/2001	76/291,330	1/22/2002	2,532,203	REGISTERE	28
BROWSE-A-BEAR							
UNITED STATES	254	10/28/1999	75/835,823	8/28/2001	2,483,521	REGISTERE	35
BUILD-A-BABY BEAR WORKSHOP							
UNITED STATES	1768	4/7/2003	78/234,574	10/30/2007	3,325,529	REGISTERE	28
BUILD-A-BEAR							
UNITED STATES	02610	6/8/2006	78/904,047			ALLOWED	35
BUILD-A-BEAR FRIENDSHOP							
UNITED STATES	02678	10/31/2006	77/032,989	8/14/2007	3,279,130	REGISTERE	35
BUILD-A-BEAR WORKSHOP							
UNITED STATES	50221	2/18/1997	75/245,812	8/26/2003	2,756,424	REGISTERE	16
UNITED STATES	411	2/18/1997	75/980,097	3/26/2002	2,553,748	REGISTERE	6,9,14 16,18,20 21,25,28 35,41,42
UNITED STATES	02789	11/16/2007	77/331,345	5/27/2008	3,435,892	REGISTERE	28
UNITED STATES	02790	11/16/2007	77/331,234			ALLOWED	20
UNITED STATES	02791	11/16/2007	77/331,198	5/27/2008	3,435,891	REGISTERE	25
UNITED STATES	02793	11/16/2007	77/332,012			PENDING	20
UNITED STATES	02794	11/16/2007	77/332,041			ALLOWED	27
UNITED STATES	02795	11/16/2007	77/332,063			ALLOWED	11
UNITED STATES	02796	11/16/2007	77/332,090	5/27/2008	3,435,894	REGISTERE	09
UNITED STATES	02792	11/16/2007	77/331,188			PENDING	29
BUILD-A-BEAR WORKSHOP & Design							
UNITED STATES	519	6/2/1997	75/980,764	7/23/2002	2,598,778	REGISTERE	9,16,18 21,25,28 35,41
BUILD-A-BEAR WORKSHOP & Medallion Design							
UNITED STATES	263	12/29/1999	75/883,075	10/15/2002	2,633,892	REGISTERE	35
BUILD-A-BEAR WORKSHOP A FRIEND FUR ALL SEASONS							
UNITED STATES	T00439US00	5/2/2008	77/464,051			PENDING	009
BUILDABEAR.COM							
UNITED STATES	1819	5/12/2003	78/248,440	9/14/2004	2,884,223	REGISTERE	35
BUILDABEARVILLE.COM							
UNITED STATES	T00423US00	9/20/2007	77/284,246			ALLOWED	41
UNITED STATES	T00423US01	9/20/2007	77/284,226			ALLOWED	38
UNITED STATES	T00423US02	9/20/2007	77/284,203			ALLOWED	35

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
BUILD-A-BUG							
UNITED STATES	57449	9/21/1998	75/557,108	2/27/2007	3,213,733	REGISTERE	28,35
BUILD-A-CARD							
UNITED STATES	1090	12/12/2001	78/097,892	8/23/2005	2,987,962	REGISTERE	42
BUILD-A-DINO							
UNITED STATES	2215	1/10/2005	78/544,872	1/9/2007	3,197,448	REGISTERE	35
BUILD-A-FAVOR							
UNITED STATES	2334	6/7/2005	78/644,920	10/29/2007	3,320.119	REGISTERE	28
BUILD-A-GRAM							
UNITED STATES	55408	3/3/1998	75/443,984	2/20/2001	2,430,233	REGISTERE	35,39
BUILD-A-HERO							
UNITED STATES	2412	12/22/2005	78/779,362	11/6/2007	3,331,824	REGISTERE	35
BUILD-A-MONSTER							
UNITED STATES	1039	11/8/2001	78/092,317	2/25/2003	2,690,978	REGISTERE	41
BUILD-A-PAGE							
UNITED STATES	1150	11/5/2001	76/333,920	10/16/2007	3,312,997	REGISTERE	16
BUILD-A-PARTY							
UNITED STATES	54562	2/2/1998	75/426,819	12/12/2000	2,411,678	REGISTERE	41
BUILD-A-PUZZLE							
UNITED STATES	2463	1/5/2006	78/785,468			ALLOWED	28
UNITED STATES	2479	1/5/2006	78/785,431			ALLOWED	40
BUILD-A-SMILE							
UNITED STATES	58991	10/23/1998	75/576,840	5/4/2004	2,838,898	REGISTERE	35,40
BUILD-A-SONG							
UNITED STATES	1082	12/12/2001	78/097,847	7/29/2003	2,745,130	REGISTERE	41
BUILD-A-SOUND							
UNITED STATES	299	2/25/2000	75/927,529	8/12/2003	2,750,746	REGISTERE	41,9,35
BUILD-A-STORY							
UNITED STATES	2464	1/5/2006	78/785,400			ALLOWED	41
BUILD-A-WISH							
UNITED STATES	1622	11/25/2002	78/188,486	11/25/2003	2,786,503	REGISTERE	35
BUTTON DESIGN							
UNITED STATES	54345	2/23/1998	75/438,438	8/13/2002	2,606,265	REGISTERE	28,35
BUTTON WALL WITH SPOOL DESIGN							
UNITED STATES	55147	2/13/1998	75/434,466	3/26/2002	2,551,431	REGISTERE	35

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
BUY STUFF CLUB							
UNITED STATES	55073	2/9/1998	75/430,595	1/12/1999	2,217,419	REGISTERE	35
CANINE CONDO							
UNITED STATES	2332	6/2/2005	78/642,400	4/17/2007	3,231,197	REGISTERE	28
CHOOSE ME HEAR ME STUFF ME STITCH ME FLUFF ME DRESS ME NAME ME TAKE ME HOME							
UNITED STATES	1616	9/28/2002	78/168,999	1/25/2005	2,921,479	REGISTERE	35
CHOOSE ME HEAR ME STUFF ME STITCH ME FLUFF ME DRESS ME NAME ME TAKE ME HOME COLOR DESIGN							
UNITED STATES	02699	2/1/2007	77/096,671	1/15/2008	3,367,891	REGISTERE	35
CHOOSE ME HEAR ME STUFF ME STITCH ME FLUFF ME NAME ME DRESS ME TAKE ME HOME							
UNITED STATES	448	10/25/2000	76/153,966	11/13/2001	2,506,351	REGISTERE	35
CHOOSE ME STUFF ME LOVE ME							
UNITED STATES	1919	10/30/2003	78/320,693	7/19/2005	2,974,062	REGISTERE	28
CHOOSE ME STUFF ME STITCH ME FLUFF ME DRESS ME TAKE ME HOME & Design							
UNITED STATES	54347	2/13/1998	75/434,465	4/11/2000	2,339,717	REGISTERE	35
CHOOSE ME, STUFF ME, STITCH ME, FLUFF ME, DRESS ME, HEAR ME, NAME ME, TAKE ME HOME							
UNITED STATES	46	3/20/1999	75/674,299	5/18/2004	2,842,051	REGISTERE	35
CHUBBY CUBBY							
UNITED STATES	54713	5/1/1998	75/478,410	5/4/1999	2,242,862	REGISTERE	28
CLOTHES HANGER DESIGN							
UNITED STATES	02679	2/1/2007	77/096,932	8/21/2007	3,282,301	REGISTERE	28
COLLECTIBEAR							
UNITED STATES	33	3/11/1997	75/255,282	6/13/2000	2,357,948	REGISTERE	28
COLLECTIBUNNY							
UNITED STATES	51071	3/11/1997	75/255,283	9/5/2000	2,383,553	REGISTERE	28
COLLECTIDOLL							
UNITED STATES	02538	3/23/2006	78/844,462	12/11/2007	3,354,003	REGISTERE	28
COLLECTIFRIEND							
UNITED STATES	02539	3/23/2006	78/844,531	4/15/2008	3,413,198	REGISTERE	28
COLLECTIWEAR							
UNITED STATES	2213	12/21/2004	78/536,232	5/8/2007	3,240,472	REGISTERE	28
COLLECTOSAUR							
UNITED STATES	02574	4/6/2006	78/855,500			ALLOWED	28
COMFY STUFF CARRIER							
UNITED STATES	580	8/23/2001	78/080,714	12/2/2003	2,789,714	REGISTERE	28
COMFY STUFF FUR-NITURE							
UNITED STATES	867	8/15/2001	78/079,301	5/18/2004	2,843,811	REGISTERE	28

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
CONDO HUGGER							
UNITED STATES	1570	9/30/2002	78/169,240	11/25/2003	2,787,670	REGISTERE	16
CORBEARATE							
UNITED STATES	315	3/29/2001	76/232,538	7/30/2002	2,602,701	REGISTERE	28
UNITED STATES	529	3/29/2001	76/232,539	12/16/2003	2,795,408	REGISTERE	42
CR8 A HEART: A HEART IS MADE OF MANY THINGS PICK 4 FOR YOUR NEW FRIEND 2 B							
UNITED STATES	1220	8/19/2004	78/470,413	4/3/2007	3,225,607	REGISTERE	35
CREATE-A-BEAR							
UNITED STATES	T00373US00	6/20/2002	76/423,447	7/25/2006	3,118,632	REGISTERE	28
CUB CASH							
UNITED STATES	413	8/14/2000	76/110,408	4/24/2007	3,232,061	REGISTERE	16
CUB CONDO							
UNITED STATES	53925	11/12/1997	75/389,038	10/12/1999	2,286,392	REGISTERE	28
CUB CONDO DESIGN							
UNITED STATES	54361	3/4/1998	75/444,741	5/23/2000	2,351,181	REGISTERE	28
UNITED STATES	88	3/10/1999	75/657,901	11/20/2001	2,508,467	REGISTERE	35
CUBCASE							
UNITED STATES	625	5/30/2001	76/264,418	11/12/2002	2,650,546	REGISTERE	28
CUBCASE DESIGN							
UNITED STATES	860	8/9/2001	76/297,007	3/23/2004	2,824,374	REGISTERE	28
CUBGRATULATIONS							
UNITED STATES	908	9/12/2001	78/083,588			ALLOWED	28
CYBEAR							
UNITED STATES	T00438US00	4/16/2008	77/449,504			PENDING	035
UNITED STATES	T00438US01	4/16/2008	77449,513			PENDING	041
CYBEARBUCK$							
UNITED STATES	T00420US00	6/21/2007	77/212,024			ALLOWED	36
CYBEARSPACE.COM							
UNITED STATES	T00418US00	6/14/2007	77/206,303			ALLOWED	38
UNITED STATES	T00418US01	6/24/2007	77/214,013			ALLOWED	35
UNITED STATES	T00418US02	6/14/2007	77/206,364			ALLOWED	41
DINO DEN							
UNITED STATES	02507	1/26/2006	78/800,387	11/27/2007	3,345,714	REGISTERE	28
DINOISM							
UNITED STATES	2225	1/20/2005	78/550,598			ALLOWED	35
DOLL GRAM							
UNITED STATES	2416	10/13/2005	78/732,828	12/25/2007	3,360,577	REGISTERE	39

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
DOLL STUFF							
UNITED STATES	1933	10/30/2003	78/320,779	2/1/2005	2,924,458	REGISTERE	28
DOLL-ARS & Design							
UNITED STATES	2094	9/16/2004	78/484,564	11/15/2005	3,015,502	REGISTERE	09
DRESS ME PAINT ME DRAW ME COLOR ME ICE ME FROST ME EAT WITH YOUR BEAR HANDS CAFE & DESIGN							
UNITED STATES	2336	6/16/2005	78/652,120	1/8/2008	3,366,729	REGISTERE	35,43
EMOTIBEARS							
UNITED STATES	1080	12/12/2001	78/097,909	4/15/2003	2,707,124	REGISTERE	42
FIND-A-BEAR							
UNITED STATES	50704	3/31/1997	75/266,154	9/21/1999	2,279,762	REGISTERE	42
FIND-A-FRIENDOSAUR							
UNITED STATES	02530	4/6/2006	78/855,420	4/22/2008	3,416,030	REGISTERE	45
FLUFFED, STUFFED & FURBULOUS							
UNITED STATES	1114	2/27/2002	78/111,434	4/19/2005	2,941,528	REGISTERE	35
FLUFFIT AND STUFFIT							
UNITED STATES	57	3/1/1999	75/656,978	11/19/2002	2,652,188	REGISTERE	37
FOSSIL FEET							
UNITED STATES	2223	1/20/2005	78/550,689	7/10/2007	3,262,268	REGISTERE	28
FOSSIL FUND$							
UNITED STATES	02677	10/26/2006	77/030,314			ALLOWED	09
FRIENDOSAUR							
UNITED STATES	T00436US00	4/16/2008	77/449,468			PENDING	028
FRIENDS 2 CHOOSE							
UNITED STATES	1960	12/23/2003	78/345,011	11/29/2005	3,021,861	REGISTERE	35
FRIENDS 2B FOUND							
UNITED STATES	1968	12/22/2003	78/344,252	7/4/2006	3,112,635	REGISTERE	45
FRIENDS 2B MADE							
UNITED STATES	1890	9/16/2003	78/301,093	8/31/2004	2,879,654	REGISTERE	28
UNITED STATES	89	3/10/1999	75/657,902	6/15/2004	2,854,031	REGISTERE	35
FRIENDS 2B MADE & TAPE MEASURE DESIGN							
UNITED STATES	1954	12/10/2003	78/338,747	12/21/2004	2,913,218	REGISTERE	28
FRIENDS 2B MADE CARRYING CASE DESIGN							
UNITED STATES	1955	12/22/2003	78/344,337	1/9/2007	3,197,260	REGISTERE	35
FRIENDS 2B MADE LOGO DESIGN							
UNITED STATES	1957	12/10/2003	78/338,936	12/14/2004	2,911,116	REGISTERE	28
UNITED STATES	1958	12/11/2003	78/339,354	12/14/2004	2,911,121	REGISTERE	35

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
FRIENDS 2B MADE STORE FIXTURE DESIGN							
UNITED STATES	1956	12/22/2003	78/344,297	8/1/2006	3,122,593	REGISTERE	35
FRIENDS 2B MADE SWEETHEARTS							
UNITED STATES	2300	4/8/2005	78/604,596	1/16/2007	3,199,649	REGISTERE	28
FUR SHUI							
UNITED STATES	615	5/30/2001	76/264,423	7/26/2005	2,976,679	REGISTERE	28
FURBULOUS FASHION DESIGN CONTEST							
UNITED STATES	2234	2/3/2005	78/559,995	12/19/2006	3,188,065	REGISTERE	35
GIVE A GREAT GIFT EXPERIENCE!							
UNITED STATES	1601	6/10/2004	78/433,561	8/16/2005	2,985,413	REGISTERE	9
HAPPY ANNIBEARSARY							
UNITED STATES	910	9/12/2001	78/083,616	7/8/2003	2,735,644	REGISTERE	28
HAPPY BEARTHDAY							
UNITED STATES	873	9/12/2001	78/083,535			ALLOWED	16
UNITED STATES	961	10/3/2001	78/086,736			ALLOWED	28
HEART & PAWPRINT DESIGN							
UNITED STATES	362	6/8/2000	76/066,616	7/8/2003	2,735,147	REGISTERE	28
HEART IN BEAR STORE FIXTURE							
UNITED STATES	57905	10/7/1998	75/566,040	11/12/2002	2,649,756	REGISTERE	35
HEART IN BEAR TRADE DRESS							
UNITED STATES	54188	2/13/1998	75/434,462	8/22/2006	3,133,356	REGISTERE	28,35
HEART IN DOLL TRADE DRESS							
UNITED STATES	2212	1/31/2005	78/556,610			ALLOWED	35
UNITED STATES	2233	1/31/2005	78/556,887			ALLOWED	28
HEART STUFF							
UNITED STATES	02701	1/11/2007	77/081,099	3/18/2008	3,399,145	REGISTERE	09
HEART STUFF & Design							
UNITED STATES	155	7/7/1999	75/744,567	10/31/2000	2,399,648	REGISTERE	35
HIBERNITIES							
UNITED STATES	53880	1/11/1997	75/388,006	1/16/2001	2,421,714	REGISTERE	25,28
HOMECATION							
UNITED STATES	T00442US00	6/3/2008	77/489,725			PENDING	035
HONEYCARD							
UNITED STATES	1081	12/12/2001	78/097,914	9/10/2002	2,618,426	REGISTERE	42
HOPEFUL WISHES TEDDY							
UNITED STATES	815	9/26/2001	78/085,741	5/7/2002	2,567,637	REGISTERE	28

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
HUG FREELY							
UNITED STATES	1011	10/3/2001	78/086,691	1/7/2003	2,672,233	REGISTERE	28
UNITED STATES	1010	10/3/2001	78/086,686	12/31/2002	2,669,221	REGISTERE	16,42
HUGDAY							
UNITED STATES	59238	1/15/1999	75/623,042	12/17/2002	2,663,590	REGISTERE	35
HUGGABLE HEROES							
UNITED STATES	1974	2/19/2004	78/370,533	12/6/2005	3,024,566	REGISTERE	35
HUGTIME							
UNITED STATES	2110	8/26/2004	78/473,914	12/5/2006	3,181,638	REGISTERE	38
INSIDE IS OUT THERE							
UNITED STATES	1734	3/24/2003	78/228,927	5/2/2006	3,088,274	REGISTERE	16
IT'S HIP 2 HELP							
UNITED STATES	2144	9/23/2004	78/488,470	8/22/2006	3,134,085	REGISTERE	40
JELLI BEARS							
UNITED STATES	283	12/20/1999	75/876,452	6/24/2003	2,729,572	REGISTERE	28
JOYFUL BUNNY							
UNITED STATES	1418	5/8/2002	78/127,232	8/19/2003	2,752,997	REGISTERE	28
KISSES FUR YOU							
UNITED STATES	1482	6/7/2002	78/133,933	7/29/2003	2,745,311	REGISTERE	28
KOOKY SPOOKY BEAR BASH							
UNITED STATES	1566	9/30/2002	78/169,257	11/25/2003	2,787,671	REGISTERE	35
KUDDLY KOALA							
UNITED STATES	274	12/17/1999	75/874,494	10/23/2001	2,500,951	REGISTERE	28
LIBEARY							
UNITED STATES	51069	3/11/1997	75/255,285	12/10/2002	2,659,743	REGISTERE	16,35,41
UNITED STATES	476	12/19/2000	76/183,627	5/6/2003	2,714,209	REGISTERE	41,42
LIFE, LIBERTY AND THE RIGHT TO HUGS							
UNITED STATES	494	1/18/2001	76/196,232	7/19/2005	2,971,063	REGISTERE	28,35
LIFETIME CLAW PASS							
UNITED STATES	02575	4/6/2006	78/855,515	11/20/2007	3,341,814	REGISTERE	35
LIFETIME PAW PASS							
UNITED STATES	1937	11/20/2003	78/330,806	12/14/2004	2,910,986	REGISTERE	35
LIL CUB							
UNITED STATES	55155	10/30/1998	75/580,289	12/7/1999	2,298,153	REGISTERE	28
LIL O' CUB							
UNITED STATES	279	12/17/1999	75/874,227	10/16/2001	2,497,717	REGISTERE	28

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
LOVE IS THE STUFF INSIDE							
UNITED STATES	486	4/19/2001	76/242,030	11/20/2001	2,510,460	REGISTERE	35
LUCK O' THE BEARISH							
UNITED STATES	654	3/7/2002	78/113,330	12/24/2002	2,666,683	REGISTERE	35
LUCKY KITTY							
UNITED STATES	204	9/9/1999	75/801,851	7/31/2001	2,474,340	REGISTERE	28
MAKING FRIENDS THAT MAKE A DIFFERENCE							
UNITED STATES	423	8/29/2000	76/118,779	7/16/2002	2,593,815	REGISTERE	25,35
MEMBEARS							
UNITED STATES	58120	12/21/1998	75/609,551	7/15/2003	2,737,011	REGISTERE	41
MESSAGE HUGGER							
UNITED STATES	1571	9/30/2002	78/169,251	3/16/2004	2,823,137	REGISTERE	20
MOOSTLETOE							
UNITED STATES	T00434US00	4/11/2008	77/446,.426			PENDING	028
MR. & MRS. SANTA PAWS							
UNITED STATES	2167	10/21/2004	78/503,882	7/24/2007	3,269,206	REGISTERE	28
NAMES 2 GIVE							
UNITED STATES	1964	6/10/2004	78/432,969	4/18/2006	3,083,661	REGISTERE	35
NIKKI'S NETWORK							
UNITED STATES	1799	5/12/2003	78/248,331	7/19/2005	2,973,307	REGISTERE	36
OUR FOUNDING TEDDY							
UNITED STATES	400	8/16/2000	76/110,498	7/31/2001	2,473,715	REGISTERE	28
PAW PERKS							
UNITED STATES	1491	1/29/2004	78/359,238	4/29/2008	3,419,730	REGISTERE	35
PAW WEAR							
UNITED STATES	1134	1/24/2002	78/104,588	11/30/2004	2,907,171	REGISTERE	28
PAWLETTE COUFUR							
UNITED STATES	464	12/4/2000	76/174,537	9/28/2004	2,889,524	REGISTERE	16
UNITED STATES	1214	10/11/2002	76/457,610	1/27/2004	2,808,048	REGISTERE	41
PAWLETTE'S PAW PENS							
UNITED STATES	1521	9/16/2002	78/164,390	12/2/2003	2,789,881	REGISTERE	16
PAWSITIVE AFFURMATIONS							
UNITED STATES	1451	6/7/2002	78/133,916	12/6/2005	3,024,268	REGISTERE	16
PAWSITIVELY GREEN							
UNITED STATES	T00437US00	4/16/2008	77/449,523			PENDING	035
UNITED STATES	T00437US01	4/16/2008	77/449,534			PENDING	041

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
PERKY PENGUIN							
UNITED STATES	203	9/9/1999	75/801,850	10/23/2001	2,500,870	REGISTERE	28
READ TEDDY							
UNITED STATES	1843	6/26/2003	78/267,390	5/18/2004	2,843,263	REGISTERE	28
READY 2 GO							
UNITED STATES	3025	6/10/2004	78/433,543	5/16/2006	3,094,071	REGISTERE	35
RECORD-A-BEAR							
UNITED STATES	820	11/22/2000	76/170,170	4/1/2008	3,405,829	REGISTERE	28
ROLY POLY PANDA							
UNITED STATES	56978	9/18/1998	75/555,669	3/7/2000	2,325,655	REGISTERE	28
ROOMS 2B MADE							
UNITED STATES	1992	2/2/2004	78/361,232	11/15/2005	3,016,244	REGISTERE	35
SAY IT WITH HEART							
UNITED STATES	1428	6/7/2002	78/133,919	5/30/2006	3,098,735	REGISTERE	16
SAY IT WITH SOUND							
UNITED STATES	1624	11/25/2002	78/188,522	12/30/2003	2,801,525	REGISTERE	35
SEAL OF PAWTHENTICITY							
UNITED STATES	799	8/9/2001	76/297,005	6/18/2002	2,582,031	REGISTERE	16
SHARE THE HUGS							
UNITED STATES	2151	9/23/2004	78/488,503			ALLOWED	35
SHIRTS ILLUSTRATED							
UNITED STATES	6	9/8/1999	75/801,852	7/25/2000	2,371,160	REGISTERE	35
SHOE HANGER DESIGN							
UNITED STATES	861	12/20/2001	76/351,893	9/6/2005	2,990,861	REGISTERE	28
SLEEPY J'S							
UNITED STATES	T00432US00	4/9/2008	77/443,915			PENDING	025,028
SMILE EAR 2 EAR HERE							
UNITED STATES	2159	10/14/2004	78/499,821	8/22/2006	3,134,127	REGISTERE	35
SPOOL & TREE DESIGN							
UNITED STATES	1733	12/6/2002	78/191,904	8/17/2004	2,874,300	REGISTERE	35
SPOOL DESIGN							
UNITED STATES	54614	2/13/1998	75/434,464	5/30/2000	2,353,089	REGISTERE	35
STITCHED WITH LOVE							
UNITED STATES	53203	9/4/1997	75/351,922	8/7/2001	2,476,044	REGISTERE	28
STORE FRONT DESIGN (1 Sentry - No Medallion)							
UNITED STATES	1786	4/18/2003	78/239,473	9/28/2004	2,889,037	REGISTERE	35

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
STORE FRONT DESIGN (2 SENTRY)							
UNITED STATES	53754	10/27/1997	75/379,674	2/13/2001	2,428,666	REGISTERE	35
STUFF FUR STUFF							
UNITED STATES	1946	12/23/2003	78/344,978	2/1/2005	2,923,018	REGISTERE	35
STUFFABLE, DRESSABLE, LOVEABLE DOLLS							
UNITED STATES	3031	7/1/2004	78/444,770	9/6/2005	2,992,297	REGISTERE	35
STUFFED WITH HUGS AND GOOD WISHES							
UNITED STATES	269	12/6/1999	75/866,045	9/11/2001	2,489,096	REGISTERE	28
STUFFING 2 DO							
UNITED STATES	1961	12/23/2003	78/345,049	6/27/2006	3,110,058	REGISTERE	35
STUFFING COLUMN DESIGN							
UNITED STATES	53755	10/27/1997	75/379,653	4/9/2002	2,559,105	REGISTERE	35
STUFFITERIA							
UNITED STATES	1594	2/7/2003	78/212,060	12/30/2003	2,800,447	REGISTERE	35
TEDDY BEAR CENTENNIAL							
UNITED STATES	57260	11/12/1998	75/587,559	9/13/2005	2,995,432	REGISTERE	16,28,41
TEDDYOLOGY							
UNITED STATES	51072	3/11/1997	75/255,284	6/6/2000	2,355,598	REGISTERE	41,42
THE BEAR PROMISE							
UNITED STATES	1283	10/1/2002	78/169,807	8/5/2003	2,747,394	REGISTERE	35
THE BEARY BEGINNING							
UNITED STATES	573	7/19/2001	78/074,670	6/8/2004	2,851,810	REGISTERE	16
THE STUFF MEMORIES ARE MADE OF							
UNITED STATES	2147	9/16/2004	78/484,614	11/1/2005	3,011,448	REGISTERE	35
TINY TEES							
UNITED STATES	T00258US01	10/30/1999	75/708,754	4/2/2002	2,554,581	REGISTERE	28
TOY FURNITURE CARRIER DESIGN (Comfy Stuff Carrier)							
UNITED STATES	883	10/24/2001	76/329,450	7/29/2003	2,741,107	REGISTERE	35
TRAVELING TEDDY							
UNITED STATES	112	3/17/1999	75/664,633	6/24/2003	2,729,448	REGISTERE	28
TRUE FRIENDSHIP IS NEVER EXTINCT							
UNITED STATES	2226	1/20/2005	78/550,679	7/8/2008	3,463,986	REGISTERE	35
T'S BY ME							
UNITED STATES	2264	3/28/2005	78/596,290	1/16/2007	3,199,633	REGISTERE	35
UNDIBEARS							
UNITED STATES	577	4/24/2001	76/245,598	6/25/2002	2,586,617	REGISTERE	28

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
WHAT'S A BEAR TO WEAR							
UNITED STATES	460	6/7/2002	78/133,910	4/20/2004	2,835,384	REGISTERE	35
WHERE BEST FRIENDOSAURS ARE MADE							
UNITED STATES	2216	1/10/2005	78/544,897	7/10/2007	3,262,242	REGISTERE	35
WHERE BEST FRIENDS ARE MADE							
UNITED STATES	512	2/25/1997	75/981,091	7/30/2002	2,602,016	REGISTERE	16,18,25 28,35,41 42
UNITED STATES	50255	2/25/1997	75/247,417	8/27/2002	2,612,934	REGISTERE	9,21,25
WHERE BEST FRIENDS ARE OUT OF THIS WORLD							
UNITED STATES	T00421US00	6/24/2007	77/214,025			PENDING	35
WHERE BEST FRIENDS FIND COMFY STUFF							
UNITED STATES	579	5/17/2001	76/260,229	6/3/2003	2,722,224	REGISTERE	35
WHERE BEST FRIENDS PARTY							
UNITED STATES	1971	1/8/2004	78/349,211	10/2/2007	3,303,385	REGISTERE	35
WHERE BEST GIFTS ARE MADE							
UNITED STATES	1841	6/12/2003	78/261,456	11/2/2004	2,899,646	REGISTERE	35
WHERE SPECIAL MEMORIES ARE MADE							
UNITED STATES	235	10/27/1999	75/831,936	8/5/2003	2,747,635	REGISTERE	28,35,42
WHERE WILD AND WONDERFUL FRIENDS ARE MADE							
UNITED STATES	2465	12/19/2005	78/775,926	10/16/2007	3,314,140	REGISTERE	35
WORKSHOP							
UNITED STATES	445	4/1/2002	78/118,654	4/6/2004	2,830,770	REGISTERE	35
WORLD BEARNET							
UNITED STATES	1922	10/30/2003	78/320,728	7/19/2005	2,974,067	REGISTERE	38
WORLDWIDE CUB CLUB							
UNITED STATES	637	8/24/2001	78/080,973			ALLOWED	41
UNITED STATES	636	8/24/2001	78/080,969			ALLOWED	16
YOURS 2 SPEND 4 A FRIEND!							
UNITED STATES	3030	7/15/2004	78/451,273	2/28/2006	3,064,496	REGISTERE	09
ZIPPER COLUMN DESIGN							
UNITED STATES	53756	10/27/1997	75/379,554	4/2/2002	2,556,306	REGISTERE	35

END OF REPORT TOTAL ITEMS 262

SCHEDULE B

Patents

See attached list of Issued and Pending Patents

TRADEMARK
REEL: 003871 FRAME: 0709

Patent Report By Country

Search Criteria

ClientID	713940
Status	ACTIVE
Assignee	Build-A-Bear Retail Management, Inc.

Display Options

Inventors	All

REFERENCE #	TYPE	FILED	SERIAL #	ISSUED	PATENT #	STATUS

CANADA

MEASURING DEVICE FOR TOY ANIMAL FEET

713940.1234	CEQ	05/15/2002	99422	03/10/2003	99422	ISSUED

Inventors: Maxine Clark, Anna Hoff, Diane Ressel

AN ELECTRONIC MEETING MANAGEMENT SYSTEM AND AN ASSOCIATED METHOD OF SCHEDULING MEETINGS

713940.1823	CEQ	04/03/2003	2,424,399			PUBLISHED

Inventors: Scott Schaumann, Dave Finnegan, Brad Atkinson

BACKPACK

713940.901	CEQ	08/23/2001	2001-2055	09/18/2002	97353	ISSUED

Inventors: Maxine Clark, Beverly S. Schofield, Adrienne Weiss, Shari Ann Stout

DISPLAY FAÇADE (Stuffing Columns)

713940.58582	CEQ	10/23/1998	1998-2613	11/30/1999	D88206	ISSUED

Inventors: Adrienne Weiss, Rizal Oei

DISPLAY FAÇADE (Zipper Columns)

713940.58583	CEQ	10/23/1998	1998-2614	10/22/1999	87849	ISSUED

Inventors: Adrienne Weiss, Rizal Oei

DISPLAY WALL (Button Wall)

713940.58584	CEQ	10/23/1998	1998-2615	11/30/1999	88239	ISSUED

Inventors: Maxine Clark, Adrienne Weiss, Rizal Oei

DOLL CARRYING CASE

713940.2073	CEQ	04/20/2004	106669	10/24/2005	106669	ISSUED

Inventors: Jessica T. Crane

DOLL STORE FIXTURE

713940.2065	CEQ	04/20/2004	106668	12/22/2005	106668	ISSUED

Inventors: Robert N. Fox, Jessica T. Crane, Gregory F. Kopplin

DOLL WITH A CLOSED MOUTH

713940.2049	CEQ	05/05/2004	106854	11/17/2005	106854	ISSUED

Inventors: Shari Ann Stout, Martin W. Karabees, Penny Noble

DOLL WITH AN OPEN MOUTH

713940.2057	CEQ	05/05/2004	106855	11/17/2005	106855	ISSUED

Inventors: Shari Ann Stout, Martin W. Karabees, Penny Noble

FOLD-UP TOY BED

713940.1774	CEQ	05/30/2003	103209	09/17/2004	103,209	ISSUED

Inventors: Sharon Box, Bernie Zylstra

GROMMET

713940.1509	CEQ	07/31/2002	100202	12/15/2003	100202	ISSUED

REFERENCE #	TYPE	FILED	SERIAL #	ISSUED	PATENT #	STATUS
Inventors: Gregory F. Kopplin						
IN STORE COUNTER CORNICE						
713940.1531	CEQ	10/24/2002	101,010	09/08/2004	101,010	ISSUED
Inventors: Rizal Oei, Don Kapp, Robert N. Fox						
SCOOTER FOR TOY ANIMALS						
713940.1068	CEQ	11/13/2001	2001-2709	01/14/2003	97917	ISSUED
Inventors: Maxine Clark						
SPOOL CONFIGURED STORAGE BARREL						
713940.58585	CEQ	10/23/1998	1998-2616	11/26/1999	D 88174	ISSUED
Inventors: Adrienne Weiss, Rizal Oei						
STORE FIXTURE (NOVELTY BATH TUB)						
713940.58586	CEQ	10/23/1998	1998-2617	10/29/1999	87921	ISSUED
Inventors: Adrienne Weiss, Rizal Oei						
STORE FIXTURE						
713940.58587	CEQ	11/06/1998	1998-2764	10/15/1999	87783	ISSUED
Inventors: Maxine Clark, Adrienne Weiss, Rizal Oei						
STORE FIXTURE						
713940.1048	CEQ	01/09/2002	98334	05/28/2003	98334	ISSUED
Inventors: Rizal Oei, Don Kapp						
STUFFING MACHINE						
713940.58588	CEQ	11/06/1998	1998-2763	06/30/1999	87022	ISSUED
Inventors: Karl Collida, Edwin T. Wood, Jr.						
TOY ACCESSORY CARRYING CASE						
713940.887	CEQ	09/18/2001	2001-2221	04/26/2002	97488	ISSUED
Inventors: Maxine Clark						
TOY ARMOIRE						
713940.220	CEQ	10/07/1999	1999-2439	04/20/2000	D89252	ISSUED
Inventors: Adrienne Weiss, Beverly S. Schofield						
TOY FURNITURE CARRIER						
713940.897	CEQ	09/18/2001	2001-2223	03/26/2003	97490	ISSUED
Inventors: Maxine Clark						
TOY SOFA (fur-ton)						
713940.892	CEQ	09/18/2001	2001-2222	03/31/2003	97489	ISSUED
Inventors: Beverly S. Schofield						

UNITED STATES

BACKPACK						
713940.1169	DIV	03/11/2002	29/156,986	10/01/2002	D463,659	ISSUED
Inventors: CLARK, Maxine, Beverly S. Schofield, KASS, Stacy, Shari Ann Stout						
713940.786	NEW	06/06/2001	29/143,031	06/11/2002	D458,444	ISSUED
Inventors: CLARK, Maxine						
COMBINATION PLUSH SLIPPER WITH INTEGRAL DRESSABLE CHARACTER						
713940.2271	FCA	08/30/2006	11/468,415			PUBLISHED
Inventors: Holly Wakefield						

REFERENCE #	TYPE	FILED	SERIAL #	ISSUED	PATENT #	STATUS
DISPLAY FAÇADE (Stuffing Columns)						
713940.58548	NEW	10/20/1998	29/095,283	10/05/1999	D414,814	ISSUED
Inventors: Adrienne Weiss, OEI, Rizal						
DISPLAY FAÇADE (Zipper Columns)						
713940.58547	NEW	10/20/1998	29/095,270	07/24/2001	D445,278	ISSUED
Inventors: Adrienne Weiss, OEI, Rizal						
DOLL CARRYING CASE						
713940.1951	NEW	12/08/2003	29/195,151	11/16/2004	D498,417	ISSUED
Inventors: Jessica T. Crane						
DOLL STORE FIXTURE						
713940.1950	NEW	12/08/2003	29/195,175	11/29/2005	D511,905	ISSUED
Inventors: Robert N. Fox, Jessica T. Crane, Gregory F. Kopplin						
DOLL WITH A CLOSED MOUTH						
713940.1948	NEW	12/08/2003	29/195,150	08/10/2004	D494,232	ISSUED
Inventors: Shari Ann Stout, Martin W. Karabees, Penny Noble						
DOLL WITH AN OPEN MOUTH						
713940.1949	NEW	12/08/2003	29/195,152	09/14/2004	D496,081	ISSUED
Inventors: Shari Ann Stout, Martin W. Karabees, Penny Noble						
713940.3024	DIV	06/17/2004	29/207,751	06/14/2005	D506,232	ISSUED
Inventors: Shari Ann Stout, Martin W. Karabees, Penny L. Noble						
ELECTRONIC MEETING MANAGEMENT SYSTEM AND AN ASSOCIATED METHOD OF SCHEDULING MEETINGS						
713940.1218	FCA	04/04/2003	10/407,601			PUBLISHED
Inventors: Scott Schaumann, Brad Atkinson, Dave Finnegan						
FOLD-UP TOY BED						
713940.1765	NEW	04/22/2003	29/180,307	05/18/2004	D490,122	ISSUED
Inventors: Box, Sharon, Zylstra, Bernie						
HEART-SHAPED GROMMET						
713940.1276	NEW	05/01/2002	29/159,959	11/05/2002	D465,146	ISSUED
Inventors: Gregory F. Kopplin						
IN STORE COUNTER CORNICE						
713940.1530	NEW	09/19/2002	29/167,747	04/01/2003	D472,401	ISSUED
Inventors: OEI, Rizal, KAPP, Don, Robert N. Fox						
IN-STORE WALL						
713940.54353	NEW	08/23/1998	29/092,544	09/28/1999	D414,353	ISSUED
Inventors: CLARK, Maxine, Adrienne Weiss, OEI, Rizal						
MEASURING DEVICE FOR TOY ANIMAL FEET						
713940.1239	NEW	03/08/2002	29/156,820	02/11/2003	D470,062	ISSUED
Inventors: CLARK, Maxine, HOFF, Anna, RESSEL, DIANE						
NOVELTY BATH TUB						
713940.58013	NEW	10/23/1998	29/095,486	08/31/1999	D413,280	ISSUED
Inventors: Adrienne Weiss, OEI, Rizal						

REFERENCE #	TYPE	FILED	SERIAL #	ISSUED	PATENT #	STATUS
SCOOTER FOR TOY ANIMAL						
713940.902	NEW	09/28/2001	29/148,868	12/24/2002	D467,625	ISSUED
Inventors: Clark, Maxine						
SHOE SOLE DESIGN (4 - Sketchers)						
713940.1480	DIV	06/18/2002	29/162,560	01/14/2003	D468,516	ISSUED
Inventors: Clark, Maxine, Shari Ann Stout, CLERMONT, Joe						
713940.633	NEW	06/13/2001	29/143,424	09/17/2002	D462,827	ISSUED
Inventors: Clark, Maxine, Shari Ann Stout, CLERMONT, Joe						
SHOE SOLE DESIGN (paw print-5						
713940.785	NEW	06/13/2001	29/143,423	07/16/2002	D460,248	ISSUED
Inventors: CLARK, Maxine, Shari Ann Stout, BENDER, Joel						
Shoe sole Design (skate)						
713940.632	NEW	06/14/2001	29/143,484	07/23/2002	D460,606	ISSUED
Shoe Sole Design (turf sole)						
713940.630	NEW	06/12/2001	29/143,371	08/13/2002	D461,296	ISSUED
Inventors: CLARK, Maxine						
SHOE SOLE DESIGN (workboot)						
713940.631	NEW	06/14/2001	29/143,482	01/21/2003	D468,892	ISSUED
Inventors: Shari Ann Stout, VRABEL, Christina						
SPOOL CONFIGURED STORAGE BARREL						
713940.54709	NEW	08/28/1998	29/092,565	04/25/2000	D423,218	ISSUED
Inventors: Adrienne Weiss, OEI, Rizal						
STORE FIXTURE						
713940.56461	NEW	08/24/1998	29/092,639	10/17/2000	D431,933	ISSUED
Inventors: CLARK, Maxine, Adrienne Weiss, OEI, Rizal						
STORE FIXTURE						
713940.1024	NEW	11/15/2001	29/151,138	12/31/2002	D467,757	ISSUED
Inventors: OEI, Rizal, KAPP, Don						
STUFFING MACHINE						
713940.58014	NEW	10/09/1998	29/094,802	06/27/2000	D427,209	ISSUED
Inventors: COLLIDA, Karl, WOOD, Edwin T. Jr.						
STUFFING MACHINE						
713940.1842	NEW	10/01/2003	29/191,062	05/18/2004	D490,089	ISSUED
Inventors: Box, Sharon, Oei, Rizal, Diebling, Jason						
TOY ACCESSORY CARRYING CASE (2)						
713940.788	NEW	06/06/2001	29/143,011	05/21/2002	D457,313	ISSUED
Inventors: CLARK, Maxine						
TOY ACCESSORY CARRYING CASE						
713940.760	NEW	06/06/2001	29/143,030	05/14/2002	D456,992	ISSUED
Inventors: CLARK, Maxine						
TOY ARMOIRE						
713940.180	NEW	08/09/1999	29/109,055	10/24/2000	D432,594	ISSUED
Inventors: Adrienne Weiss, Beverly S. Schofield						

REFERENCE #	TYPE	FILED	SERIAL #	ISSUED	PATENT #	STATUS
TOY BICYCLE (Pawcycle)						
713940.1149	NEW	04/18/2002	29/159,280	08/19/2003	D478,534	ISSUED
Inventors: Clark, Maxine, Armstrong, Shelley, Hagan, Helen, Shari Ann Stout, Tun, Ming-Tai						
TOY CHAIR						
713940.802	NEW	06/25/2001	29/144,036	06/04/2002	D458,315	ISSUED
Inventors: Beverly S. Schofield						
TOY FURNITURE CARRIER						
713940.634	NEW	06/26/2001	29/144,169	06/25/2002	D459,220	ISSUED
Inventors: CLARK, Maxine						
TOY SOFA (fur-ton)						
713940.803	NEW	06/25/2001	29/144,068	05/28/2002	D457,924	ISSUED
Inventors: Beverly S. Schofield						
TRANSFORMABLE TOY FURNITURE AND ROOM SYSTEM						
713940.1966	NEW	03/16/2004	10/708,630	08/08/2006	7,086,923	ISSUED
Inventors: Martin W. Karabees						
WRAP BOX						
713940.2139	NEW	11/09/2004	29/216,794	02/21/2006	D515,415	ISSUED
Inventors: Andrea Maddock, Greg Gramlich, Anna Alonzo						
WRAP STRIP						
713940.1320	NEW	08/02/2002	29/165,007	06/08/2004	D491,057	ISSUED
Inventors: Adrienne Weiss						

END OF REPORT

TOTAL ITEMS SELECTED = 62

SCHEDULE C

Copyrights

See attached list of Issued and Pending Copyrights

TRADEMARK
REEL: 003871 FRAME: 0715

BUILD-A-BEAR WORKSHOP

General Report
Category: COP
Status: ACTIVE

REFERENCE#	TITLE	FILED	ISSUED	COUNTRY	AGENT	STATUS
COPYRIGHT						
MAX						
C000000609	PLAYFUL PENGUIN	7/24/03	7/26/03	US	VA 1-223-319	ISSUED
C000000610	READ TEDDY	7/24/03	7/26/03	US	VA 1-223-318	ISSUED
C000000611	BLACK CAT	7/24/03	7/26/03	US	VA 1-223-320	ISSUED
C000000612	NIKKI'S STORY	7/24/03	7/26/03	US	TX 5-826-497	ISSUED
C000000613	BLONDE THICK CURLY HAIRED HIGH	11/4/03	11/18/03	US	VAU 616-304	ISSUED
C000000614	DARK BROWN LONG CURLY HAIRED	11/4/03	11/18/03	US	VAu602-208	ISSUED
C000000615	DARK BLONDE STRAIGHT HAIRED TWO	11/4/03	11/18/03	US	VAu602-212	ISSUED
C000000616	BROWN CURLY HAIRED HIGH	11/4/03	11/18/03	US	VAU 602-211	ISSUED
C000000617	RED STRAIGHT HAIRED SIDE	11/4/03	11/18/03	US	VAU 624-375	ISSUED
C000000618	LIGHT BLONDE WAVY LONG HAIRED DOLL	11/4/03	11/18/03	US	VAu616-303	ISSUED
C000000619	LIGHT BROWN CRIMPED HAIRED HIGH	11/4/03	11/18/03	US	VAu602-209	ISSUED
C000000620	BLACK CRIMPED HAIRED HIGH	11/4/03	11/18/03	US	VAU 602-210	ISSUED
C000000621	GIRL STUFF STATEMENT	11/25/2003	12/2/2003	US	TXu1-152-648	ISSUED
C000000622	KISSES FUR YOU TEDDY	3/16/04	3/17/04	US	VA 1-253-449	ISSUED
C000000623	CUDDLY WHITE TEDDY (BLUE AND PINK)	3/16/04	3/17/04	US	VA 1-274-696	ISSUED
C000000625	CENTENNIAL 4	3/16/04	3/17/04	US	VA 1-253-440	ISSUED
C000000626	GOLDEN RETRIEVER	3/16/04	3/17/04	US	VA 1-253-446	ISSUED
C000000627	LEPOARD	3/16/04	3/17/04	US	VA 1-253-450	ISSUED
C000000628	WESTIE	3/16/04	3/17/04	US	VA 1-253-447	ISSUED
C000000629	NIKKI'S BEAR	3/16/04	3/17/04	US	VA 1-253-448	ISSUED
C000000630	CALICO CAT	3/16/04	3/17/04	US	VA 1-253-443	ISSUED
C000000631	BLACK LABRADOR	3/16/04	3/17/04	US	VA 1-253-444	ISSUED
C000000632	BENGAL TIGER	3/16/04	3/17/04	US	VA 1-253-445	ISSUED
C000000633	MARVELOUS MONKEY	3/16/04	3/17/04	US	VA 1-253-453	ISSUED
C000000634	SHAGGY TEDDY	3/16/04	3/17/04	US	VA 1-253-442	ISSUED
C000000635	LUCKY TEDDY	3/16/04	3/17/04	US	VA 1-253-455	ISSUED
C000000636	BEAGLE	3/16/04	3/17/04	US	VA 1-253-451	ISSUED
C000000637	CENTENNIAL V	3/16/04	3/17/04	US	VA 1-253-454	ISSUED
C000000638	PUDGIE PIG	3/16/04	3/17/04	US	VA 1-253-452	ISSUED
C000000639	HAPPY HARVEST TEDDY	3/16/04	3/17/04	US	VA 1-253-441	ISSUED
C000000640	HAPPY CUB	3/16/04	3/17/04	US	VA 1-253-439	ISSUED
C000000642	5-PIECE CHEERLEADER OUTFIT	12/6/2002	12/6/2002	US	VA1-192-849	ISSUED
C000000643	PERKY PENGUIN	8/30/99	8/30/99	US	VA 997-179	ISSUED
C000000644	BUILD-A-DINO SHOE HANGER	9/14/05	9/19/05	US	VA-697-873	ISSUED
C000000645	BUILD-A-DINO LOGOS	9/14/05	9/19/05	US	VA-697-873	ISSUED
C000000646	BUILD-A-DINO CLOTHES HANGER	9/14/05	9/19/05	US	VAu697-875	ISSUED
C000000650	BLONDE HARI PIGTAILED SWEETHEART	10/19/05	10/31/05	US	VA 1-352-856	ISSUED
C000000652	BLACK HAIR PIGTAILED SWEETHEART	10/19/05	10/31/05	US	VA 1-352-855	ISSUED
C000000654	RED CURLY HAIRED SWEETHEART DOLL	10/19/05	10/31/05	US	VA 1-352-857	ISSUED
C000000655	TYRANNOSAURUS REX	11/08/06	11/09/06	US	VA 1-386-739	ISSUED
C000000656	TRICERATOPS	11/08/06	11/09/06	US	VA 1-386-740	ISSUED
C000000657	ANKYLOSAURUS	11/08/06	11/09/06	US	VA 1-386-741	ISSUED
C000000658	STEGOSAURUS	11/08/06	11/09/06	US	VA 1-386-742	ISSUED

REFERENCE#	TITLE	FILED	ISSUED	COUNTRY	AGENT	STATUS
MAX continued . . .						
C000000659	PACHYCEPHALOSAURUS	11/08/06	11/09/06	US	VA 1-386-743	ISSUED
C000000660	PTERANODON	11/08/06	11/09/06	US	VA 1-386-744	ISSUED
C000000661	APATOSAURUS GIRL	11/08/06	11/09/06	US	VA 1-386-745	ISSUED
C000000662	APATOSAURUS BOY	11/08/06	11/09/06	US	VA 1-386-746	ISSUED
C000000663	BROWN SUGAR PUPPY	11/08/06	11/09/06	US	VA 1-386-747	ISSUED
C000000664	MOCHA BUNNY	11/08/06	11/09/06	US	VA 1-386-748	ISSUED
C000000665	FRIENDLY FROG	11/08/06	11/09/06	US	VA 1-386-749	ISSUED
C000000666	NIKKI'S BEAR II	11/20/06	11/24/06	US	VA 1-377-502	ISSUED
C000000667	VANILLA CUB	11/20/06	11/24/06	US	VA 1-377-503	ISSUED
C000000668	HUSKY	11/20/06	11/24/06	US	VA 1-377-504	ISSUED
C000000669	CUDDLY CANDY TEDDY	11/20/06	11/24/06	US	VA 1-377-505	ISSUED
C000000670	NIKKI'S BEAR III	11/20/06	11/24/06	US	VA 1-377-501	ISSUED
C000000671	FRU FRU POODLE	11/20/06	11/24/06	US	VA 1-377-500	ISSUED
C000000672	PLAYFUL PUPPY	11/20/06	11/24/06	US	VA 1-377-506	ISSUED
C000000673	FESTIVE FALL TEDDY	11/20/06	11/24/06	US	VA 1-377-499	ISSUED
C000000674	PINK KISSES FUR YOU TEDDY	11/20/06	11/24/06	US	VA 1-377-498	ISSUED
C000000675	FUZZY CHICK	11/20/06	11/24/06	US	VA 1-377-495	ISSUED
C000000676	VELVET TEDDY	11/20/06	11/24/06	US	VA 1-377-494	ISSUED
C000000677	BOXER	11/20/06	11/24/06	US	VA 1-377-493	ISSUED
C000000678	LOVEABLE LAMB	11/20/06	11/24/06	US	VA 1-377-492	ISSUED
C000000679	LUCKY O'TEDDY	11/20/06	11/24/06	US	VA 1-377-497	ISSUED
C000000680	VALENTINE HUGS TEDDY	11/20/06	11/24/06	US	VA 1-377-491	ISSUED
C000000681	SASSY KITTY	11/20/06	11/24/06	US	VA 1-377-489	ISSUED
C000000682	BUTTERSCOTCH BEAR	11/20/06	11/24/06	US	VA 1-377-496	ISSUED
C000000683	HEARTS FUR YOU TEDDY	11/20/06	11/24/06	US	VA 1-377-490	ISSUED
C000000684	LEOPARD	11/20/06	11/24/06	US	VA 1-377-488	ISSUED
C000000685	GIRAFFE	12/18/06	12/29/06	US	VA 1-393-625	ISSUED
C000000686	ASIAN ELEPHANT	12/18/06	12/29/06	US	VA 1-393-630	ISSUED
C000000687	SNOW LEOPARD	12/18/06	12/29/06	US	VA 1-393-629	ISSUED
C000000688	POLAR BEAR	12/18/06	12/29/06	US	VA 1-393-628	ISSUED
C000000689	LIL BROWN BEAR	12/18/06	12/29/06	US	VA 1-393-627	ISSUED
C000000690	AMUR TIGER	12/18/06	12/29/06	US	VA 1-393-626	ISSUED
C000000691	TREE FROG	12/18/06	12/29/06	US	VA 1-393-619	ISSUED
C000000692	RINGTAIL LEMUR	12/18/06	12/29/06	US	VA 1-393-620	ISSUED
C000000693	HUMBOLT PENGUIN	12/18/06	12/29/06	US	VA 1-393-621	ISSUED
C000000694	CHIMPANZEE	12/18/06	12/29/06	US	VA 1-393-622	ISSUED
C000000695	FLAMINGO	12/18/06	12/29/06	US	VA 1-393-623	ISSUED
C000000696	GREVY'S ZEBRA	12/18/06	12/29/06	US	VA 1-393-624	ISSUED
C000000697	GORILLA	12/18/06	12/29/06	US	VA 1-393-642	ISSUED
C000000698	SEA LION	12/18/06	12/29/06	US	VA 1-393-613	ISSUED
C000000699	SPRINGTIME FUN BUNNY	12/18/06	12/29/06	US	VA 1-393-614	ISSUED
C000000700	VELVET PUPPY	12/18/06	12/29/06	US	VA 1-393-615	ISSUED
C000000701	GLITTERY PONY	12/18/06	12/29/06	US	VA 1-393-616	ISSUED
C000000702	YELLOW LAB	12/18/06	12/29/06	US	VA 1-393-617	ISSUED
C000000703	POODLE PURSE	12/18/06	12/29/06	US	VA 1-393-618	ISSUED
C000000704	UNICORN PURSE	12/18/06	12/29/06	US	VA 1-393-612	ISSUED
C000000705	MAPLE TEDDY	12/18/06	12/29/06	US	VA 1-393-643	ISSUED
C000000706	BORDER COLLIE	12/18/06	12/29/06	US	VA 1-393-644	ISSUED

REFERENCE#	TITLE	FILED	ISSUED	COUNTRY	AGENT	STATUS
MAX continued . . .						
C000000707	DIMPLES TEDDY	12/18/06	12/29/06	US	VA 1-393-631	ISSUED
C000000708	ALLIGATOR	12/18/06	12/29/06	US	VA 1-393-632	ISSUED
C000000709	SPRING CHICK	12/18/06	12/29/06	US	VA 1-393-633	ISSUED
C000000710	TEDDY O'SHAMROCK	12/18/06	12/29/06	US	VA 1-393-634	ISSUED
C000000711	TIE DYE TEDDY	12/18/06	12/29/06	US	VA 1-393-635	ISSUED
C000000712	HEARTS A PLENTY TEDDY	12/18/06	12/29/06	US	VA 1-393-637	ISSUED
C000000713	PINK POODLE	12/18/06	12/29/06	US	VA 1-393-638	ISSUED
C000000714	LIL CARAMEL CUB	12/18/06	12/29/06	US	VA 1-393-640	ISSUED
C000000715	HOLIDAY REINDEER	12/18/06	12/29/06	US	VA 1-393-636	ISSUED
C000000716	UNICORN	12/18/06	12/29/06	US	VA 1-393-639	ISSUED
C000000717	LIL COCOA CUB	12/18/06	12/29/06	US	VA 1-393-641	ISSUED
C000000721	COMPUTER BEAR MURAL DESIGN AND	10/3/07	10/11/07	US		PENDING
C000000723	PRINCESS KITTY	02062008		US		PENDING
C000000724	PRECIOUS PINK TEDDY	06/05/2008		US		PENDING
C000000725	LOBSTER PLUSH	06/18/2008				PENDING
C000000726	KUDDLY KOALA II	06/18/2008				PENDING
C000000727	PAWSOME PANDA BEAR	06/18/2008				PENDING
C000000728	USA SPIRIT TEDDY	06/18/2008				PENDING
MAX0018	BUILD-A-BEAR WORKSHOP & DESIGN	6/6/97	6/11/97	US	VAU 405-662	ISSUED
MAX0034	BUILD-A-BEAR STORE DESIGN	10/22/97	10/24/97	US	VA 903-962	ISSUED
MAX0038	MY STORY	1/15/98	1/20/98	US	VA 897-897	ISSUED
MAX0039	BEAR PROMISE	1/15/98	1/20/98	US	VA 896-239	ISSUED
MAX0040	FLUFF ME MURAL DESIGN	1/12/98	1/23/98	US	VA 850-953	ISSUED
MAX0041	BEAR HANGER	1/12/98	1/23/98	US	VA 850-955	ISSUED
MAX0043	STUFF ME MURAL DESIGN	1/12/98	1/23/98	US	VA 850-950	ISSUED
MAX0044	CHOOSE ME MURAL DESIGN	1/12/98	1/23/98	US	VA 850-951	ISSUED
MAX0045	DRESS ME MURAL DESIGN	1/12/98	1/23/98	US	VA 850-952	ISSUED
MAX0046	STITCH ME MURAL DESIGN	1/12/98	1/23/98	US	VA 850-954	ISSUED
MAX0049	BUILD-A-BEAR WORKSHOP THEME	1/23/98	1/26/98	US	SRU 380-338	ISSUED
MAX0050	STITCH ME TABLE	1/23/98	1/28/98	US	VA 906-634	ISSUED
MAX0051	DRESS ME TABLE	1/23/98	1/28/98	US	VA 906-638	ISSUED
MAX0052	CHOOSE ME STUFF ME STITCH ME	1/23/98	1/26/98	US	VA 906-476	ISSUED
MAX0053	AIR BATH	1/23/98	1/26/98	US	VA 906-636	ISSUED
MAX0054	STUFFING COLUMNS	1/23/98	1/29/98	US	VA 905-637	ISSUED
MAX0055	ZIPPER COLUMNS	1/23/98	1/28/98	US	VA 906-635	ISSUED
MAX0056	AUDIO SHELF SOUND STATION	1/23/98	1/28/98	US	VA 906-639	ISSUED
MAX0062	SPOOL DESIGN	2/19/98	3/2/98	US	VA 930 684	ISSUED
MAX0084	BEAR HEAD	6/29/98	7/2/98	US	VA 935-010	ISSUED
MAX0085	HEART IN A BEAR	6/29/98	7/2/98	US	VA935-009	ISSUED
MAX0086	STORE FRONT DESIGN	9/14/98	3/29/99	US	VA 988-661	ISSUED
MAX0090	CUB CONDO DESIGN (original artwork)	10/9/98	11/23/98	US	VAU 312-333	ISSUED
MAX0102	CUB CONDO DESIGN #1 (3-D Sculpture)	3/3/99;	3/4/99	US	VA1-187-246	ISSUED
MAX0135	CUB CONDO VALENTINE DESIGN	4/6/99;	4/7/99	US	VA1-187-247	ISSUED
MAX0175	FLUFFY BUNNY	8/18/99	8/19/99	US	VA 966-751	ISSUED
MAX0176	BEAREMY	8/26/99	8/30/99	US	VA 997-178	ISSUED
MAX0177	PERKY PENQUIN	8/26/99	8/30/99	US	VA 997-179	ISSUED
MAX0178	FLOPPY BEAR	8/20/99	8/23/99	US	VA 966-834	ISSUED
MAX0188	BEARARMOIRE	10/1/99	10/4/99	US	VAU494-682	ISSUED

REFERENCE#	TITLE	FILED	ISSUED	COUNTRY	AGENT	STATUS
MAX continued . . .						
MAX0621	CUB CONDO DESIGN (2 Dimensional)	12/4/01	12/12/01	US	VA 1-223-388	ISSUED
MAX0659	WWW BENGAL TIGER COLLECTIBEAR			MX		PENDING
MAX202	CENTENNIAL BEAR II	11/22/99	11/29/99	US	VAU 479-497	ISSUED
MAX204	CHOCOLATE BUNNY 2000	11/22/99	11/29/99	US	VAU-479-499	ISSUED
MAX205	FLOPPY LAMB	11/22/99	11/29/99	US	VAU 479-498	ISSUED
MAX206	VALENTINE BEAR 2000	11/22/99	11/29/99	US	VAU 479-496	ISSUED
MAX213	HALLOWEEN CUB CONDO	12/14/99;	12/20/99	US	VA 1-179-526	ISSUED
MAX500	KUDDLY KOALA	1/24/01	1/25/01	US	VA1-079-747	ISSUED
MAX501	AUTOGRAPH BEAR	1/24/01	1/25/01	US	VA 1-079-749	ISSUED
MAX502	BABY'S FIRST BEAR	1/24/01	1/25/01	US	VA 1-079-749	ISSUED
MAX503	VALENTINE BEAR 1999	1/24/01	1/25/01	US	VA 1-079-750	ISSUED
MAX504	LIL O'CUB 2000	12/22/00	1/8/01	US	VA 1-058-518	ISSUED
MAX505	BIG BROWN BEAR	12/22/00	1/8/01	US	VA 1-058-517	ISSUED
MAX506	FLOPPY TURTLE	12/22/00	1/8/01	US	VA 1-058-515	ISSUED
MAX507	OUR FOUNDING TEDDY	12/22/00	1/8/01	US	VA 1-058-516	ISSUED
MAX508	FLOPPY PONY	12/22/00	1/8/01	US	VA 1-058-519	ISSUED
MAX509	BLACK BEAR	12/22/00	1/8/01	US	VA 1-058-513	ISSUED
MAX510	HUG ME BEAR	12/22/00	1/8/01	US	VA 1-058-514	ISSUED
MAX511	GRIZZLY BEAR	12/22/00	1/8/01	US	VA 1-058-512	ISSUED
MAX512	WHITE BUNNY 1999	12/22/00	1/8/01	US	VA 1-058-512	ISSUED
MAX513	FLOPPY MONKEY	12/22/00	1/8/01	US	VA 1-058-510	ISSUED
MAX514	MINI TEDDY WITH ELASTIC	12/22/00	1/8/01	US	VA 1-58-511	ISSUED
MAX515	FLOPPY COW	12/22/00	1/8/01	US	VA 1-058-528	ISSUED
MAX516	FLOPPY KITTY	12/22/00	1/8/01	US	VA 1-058-529	ISSUED
MAX517	MINI BEAR HEAD PURSE	12/22/00	1/8/01	US	VA 1-058-509	ISSUED
MAX518	SHAGGY DOG	12/22/00	1/8/01	US	VA 1-058-525	ISSUED
MAX519	CLASSIC BROWN TEDDY	12/22/00	1/8/01	US	VA 1-058-524	ISSUED
MAX520	FLOPPY FROG	12/22/00	1/8/01	US	VA 1-058-523	ISSUED
MAX521	LUCKY KITTY	12/22/00	1/8/01	US	VA 1-058-520	ISSUED
MAX522	FLOPPY DALMATIAN	12/22/00	1/8/01	US	VA 1-074-290	ISSUED
MAX523	SHAGGY BEAR	12/22/00	1/8/01	US	VA 1-058-526	ISSUED
MAX524	BEAREMY BEAR	12/22/00	1/8/01	US	VA 1--72-631	ISSUED
MAX525	VINTAGE BEAR	12/22/00	1/8/01	US	VA 1-058-521	ISSUED
MAX526	FLOPPY PIG	12/22/00	1/8/01	US	VA 1-058-522	ISSUED
MAX527	MILLENIUM CUB	1/24/01	1/25/01	US	VA 1-0790751	ISSUED
MAX528	ROLY POLY PANDA	2/13/01	2/14/01	US	VA 1-079-953	ISSUED
MAX529	CHUBBY CUBBY	2/13/01	2/14/01	US	VA 1-079-954	ISSUED
MAX530	CENTENNIAL BEAR 1999	2/12/01	2/14/01	US	VA 1-079-952	ISSUED
MAX531	CHOCOLATE MOOSE	12/22/00	1/8/01	US	VA 1-058-527	ISSUED
MAX538	TIE DYE TEE	06/14/01	6/19/01	US	VA 1-116-604	ISSUED
MAX541	PRINT SHIRT 1	06/14/01	6/19/01	US	VA 1-116-605	ISSUED
MAX542	PRINT SHIRT 2	06/14/01	6/19/01	US	VA 1-116-602	ISSUED
MAX543	PRINT SHIRT 3	06/14/01	6/19/01	US	VA 1-116-602	ISSUED
MAX546	SKELETON COSTUME	06/14/01	6/19/01	US	VA 1-116-606	ISSUED
MAX548	SATIN PJ	5/15/01; RE-	5/17/01	US	VA 1-139-060	ISSUED
MAX550	ST. PAT'S MARKETING TEE	5/15/01	5/17/01	US	VA 1-139-059	ISSUED
MAX552	FIESTA SKIRT SET	5/15/01	5/17/01	US	VA 1-139-058	ISSUED
MAX558	BEAR PAW DESIGN II	5/15/01	5/17/01	US	VA 1-089-817	ISSUED

REEERENCE#	TITLE	FILED	ISSUED	COUNTRY	AGENT	STATUS
MAX continued . . .						
MAX588	4-PIECE SOCCER OUTFIT	12/6/02	12/6/02	US	VA 1-174-429	ISSUED
MAX619	BUILD-A-PARTY REQUEST	11/6/01	11/6/01	US	TX 5-654-285	ISSUED
MAX621	GIRL GOLF OUTFIT	10/4/01; RE-	10/10/01	US	VA 1-143-713	ISSUED
MAX623	GOLF OUTFIT	10/4/01; RE-	10/10/01	US	VA 1-143-711	ISSUED
MAX624	HOCKEY OUTFIT	10/4/02; RE-	10/10/01	US	VA 1-143-710	ISSUED
MAX625	SLEEP TEE WITH BOXER	10/4/01; RE-	10/10/01	US	VA 1-143-709	ISSUED
MAX626	KARATE OUTFIT	10/4/01; RE-	10/10/01	US	VA 1-143-708	ISSUED
MAX627	SKIER OUTFIT	10/4/01; RE-	10/10/01	US	VA 1-143-714	ISSUED
MAX639	GOLF SWEATER	10/4/01; RE-	10/10/01	US	VA 1-143-712	ISSUED
MAX647	CLASSIC BROWN TEDDY			MX		PENDING
MAX648	CURLY BEAR			MX		PENDING
MAX649	LIL CUB BUTTERSCOTCH			MX		PENDING
MAX650	LIL CUB TAFFY			MX		PENDING
MAX651	LIL CUB CHOCOLATE			MX		PENDING
MAX652	BABY'S FIRST PINK			MX		PENDING
MAX653	BABY'S FIRST BLUE			MX		PENDING
MAX654	FLOPPY KITTY			MX		PENDING
MAX655	KUDDLY KOALA			MX		PENDING
MAX656	BEAREMY			MX		PENDING
MAX657	FLOPPY DALMATIAN			MX		PENDING
MAX658	BLACK LAB (Bearemy's Kennel Pal)			MX		PENDING
MAX660	JOYFUL BUNNY	5/13/02	5/16/02	US	VA 1-148-325	ISSUED
MAX661	FLOPPY MONKEY	5/22/02	05/27/02	CA	1003292	ISSUED
MAX662	FLOPPY COW	5/22/02	05/27/02	CA	1003293	ISSUED
MAX663	FLOPPY TURTLE	5/22/02	05/27/02	CA	1003294	ISSUED
MAX664	HEART PULLOVER SWEATER	05/22/02	05/27/02	CA	1003295	ISSUED
MAX665	FIRE FIGHTER OUTFIT	5/22/02	05/27/02	CA	1003296	ISSUED
MAX666	4-PIECE CAMPING OUTFIT	5/22/02	05/27/02	CA	1003297	ISSUED
MAX667	BASKETBALL OUTFIT	5/22/02	05/27/02	CA	1003298	ISSUED
MAX668	CHOOSE ME STUFF ME STITCH ME	5/22/02	05/27/02	CA	1003299	ISSUED
MAX669	FLOPPY ELEPHANT	6/6/02	6/6/02	US	VA 1-152-206	ISSUED
MAX670	CLASSIC BROWN TEDDY	5/22/02	05/27/02	CA	1003301	ISSUED
MAX671	LIL' LUCK CUB	6/13/02	6/13/02	US	VA 1-162-603	ISSUED
MAX672	WHITE TIGER	6/13/02	6/13/02	US	VA 1-162-601	ISSUED
MAX673	HOPEFUL WISHES TEDDY	3/29/02	3/29/02	US	VA 1-162-607	ISSUED
MAX674	FLUFFY PUPPY	3/29/02	3/29/02	US	VA 1-162-608	ISSUED
MAX676	CENTENNIAL 3	6/13/02	6/13/02	US	VA 1-162-600	ISSUED
MAX677	POLAR BEAR	6/13/02	6/13/02	US	VA 1-162-604	ISSUED
MAX678	HUGGABLE KITTY	6/13/02	6/13/02	US	VA 1-162-602	ISSUED
MAX690	BEAR BOXERS	06/27/02	7/01/02	US	VA 1-144-971	ISSUED
MAX692	NIKKI'S BEAR STORY	03/27/03	07/03/03	CA	Spiegel	ISSUED

END OF COPYRIGHT TOTAL ITEMS 228

SCHEDULE D

Trade Secrets

TRADEMARK
REEL: 003871 FRAME: 0721

SCHEDULE E

Licenses

TRADEMARK
REEL: 003871 FRAME: 0722

SCHEDULE F

Claims or Legal Actions

TRADEMARK
REEL: 003871 FRAME: 0723

EXHIBIT A – NOT TO BE FILED OF RECORD

EXHIBIT B – NOT TO BE FILED OF RECORD