TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Babasket, Inc.		02/01/2011	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Build-A-Bear Retail Management, Inc.
Street Address:	1954 Innerbelt Business Center Drive
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63114-5760
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76530408	BUILD A BASKET

CORRESPONDENCE DATA

Fax Number: (314)423-8188
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 314-423-8000
Email: mitzij@buildabear.com
Correspondent Name: Mary Ann Frances Mackey
Address Line 1: 1954 Innerbelt Business Center Drive
Address Line 4: St. Louis, MISSOURI 63114-5760

ATTORNEY DOCKET NUMBER:	BUILD A BASKET
NAME OF SUBMITTER:	Mary Ann Frances Mackey
Signature:	/Mary Ann Frances Mackey/
Date:	03/07/2011

OP $40.00 76530408

Total Attachments: 1
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TRADEMARK ASSIGNMENT

This Trademark Assignment effective as of Feb 1, 2011, by Babasket, Inc., a New Jersey corporation with a place of business at 89 New Bridge Road, Bergenfield, N.J. 07621 ("Assignor"), in favor of Build-A-Bear Retail Management, Inc., a Delaware corporation with a place of business at 1954 Innerbelt Business Center Drive, St. Louis, Missouri 63114 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all worldwide right, title and interest in and to the mark BUILD-A-BASKET used in connection with retail store services featuring custom designed gift baskets and gifts and accessories (the "Mark"), the goodwill developed through the use of the Mark and the United States Trademark Application Serial No. 76/530,408.

WHEREAS, Assignee is desirous of acquiring all rights to the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Assignor hereby irrevocably assigns and transfers to Assignee all worldwide rights, title, and interest in and to the Mark and all goodwill associated therewith and all associated rights therein including all existing and future trademark rights therein, all rights to apply for and receive trademark registrations based on said Mark, together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including the rights to sue and to receive all damages, payments, costs, and fees associated therewith.

2. Upon the request and at the expense of the Assignee, Assignor shall execute and deliver any and all instruments and documents and take such other actions as may be necessary or reasonably requested by Assignee to document the aforesaid assignment and transfer or to enable Assignee to secure, register, maintain, enforce and otherwise fully protect its rights in and to the Assigned Trademark.

IN WITNESS WHEREOF, the undersigned officer of Assignor has caused this instrument to be duly executed and delivered as of the date first set forth above.

Babasket, Inc.

By: _____
Name: Scott MAYBAUM
Title: President

Error! No property name supplied.