

12-22-2004



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Form PTO-1595 (Rev. 03/01)

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I.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

18.91.04

1. Name of conveying party(ies):  
Small World Toys (aka Small World Toys, Inc.)

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Internal Address: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Street Address: 2 North Lake Avenue, Suite 440

City: Pasadena State: CA Zip: 91101

Execution Date: 12/15/04

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) \_\_\_\_\_

B. Patent No.(s) D497,959;

5,823,532; 6,353,168; D410,972

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: FEDERAL RESEARCH CORPORATION

Internal Address: \_\_\_\_\_

ATTN: PENELOPE AGODOA

Street Address: 1030 15TH STREET, NW

SUITE 920

City: Washington State: DC Zip: 20005

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41).....\$ 160.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Robin C. Dunn

Name of Person Signing

*Robin C. Dunn*

Signature

December 17, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 18

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

12/23/2004 6TON11 00000029 D497959

01 FC:8021

160.00 OP

PATENT  
REEL: 016079 FRAME: 0616

## INTELLECTUAL PROPERTY SUPPLEMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SUPPLEMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT** ("Supplement"), dated as of December 15, 2004, is made by **SMALL WORLD TOYS** (aka Small World Toys, Inc. in certain trademark, patent and/or copyright registrations) (the "Grantor"), with an address at 5711 Buckingham Parkway, Culver City, California 90230, in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), with an address at Two North Lake Avenue, Suite 440, Pasadena, California 91101, as agent ("Agent") for itself and the other Lenders (PNC, the other Lenders and Agent shall be referred to collectively and individually, as "Lender") under the Revolving Credit and Security Agreement (the "Loan Agreement") among Lender and Grantor.

### RECITALS

A. Grantor, Agent and Lender previously entered into the Loan Agreement and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"). Pursuant to the Loan Documents, Grantor has granted to Agent a security interest in, among other things, all of Grantor's present and future general intangibles, including, without limitation, trademarks, patents, copyrights and other "Collateral" (as defined in the Loan Agreement); and

B. Grantor and Agent desire to supplement the Loan Agreement to make specific reference to the trademarks, patents, copyrights and other intellectual property set forth below. The Loan Agreement shall continue in full force and effect with respect to the Collateral described therein. By entering into this Supplement, the parties do not intend to imply that the trademarks, patents, copyrights and other intellectual property set forth below are not covered and perfected by the existing Loan Documents, including, without limitation, the Loan Agreement.

NOW, THEREFORE, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. Grantor confirms its grant to Agent (for the benefit of Agent and Lender) of a security interest in all of Grantor's right, title and interest in the Collateral, including, without limitation, the following, to secure the payment and performance of all "Obligations" (as defined in the Loan Agreement):

(a) All present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A-1 to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications

for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All present and future copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

(c) All right, title and interest in and to any and all present and future license agreements with respect to the Copyrights.

(d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(f) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Loan Agreement. This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has no Registered Copyrights except those listed in Exhibit A-1 hereto.

(b) Grantor has no Patents except those listed in Exhibit B hereto.

(c) Grantor has no Trademarks which are registered with the United States Patent and Trademark Office, or for which application for such registration has been made and not been abandoned, except those listed on Exhibit C hereto.

(d) Grantor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest.

(e) Grantor shall promptly advise Agent of any Trademark, Patent or Copyright not specified in this Agreement, which is hereafter acquired by Grantor.

(f) Grantor shall not register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Agent with at least 30 days prior written notice thereof, (ii) providing Agent with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Agent may reasonably request from time to time to perfect or continue the perfection of Agent's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Agent

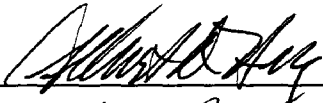
identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Agent.

4. General. All terms and conditions of the Loan Agreement shall continue in full force and effect, and Grantor represents and warrants to Agent that all representations and warranties set forth in the Loan Agreement, as supplemented hereby, are true and correct as of the date hereof. This Supplement is an integral part of the Loan Agreement and the provisions of the Loan Agreement are incorporated herein by reference.

IN WITNESS WHEREOF, this Supplement has been executed as of the date first written above.

**PNC BANK, NATIONAL ASSOCIATION,  
AS AGENT**

**SMALL WORLD TOYS (aka Small  
World Toys, Inc.)**

By   
Title Vice President

By Debra Fine  
Name Debra Fine  
Title CEO

## Exhibit A-1

### USA Copyright Registrations

NO.	TITLE	DATE REGISTERED	REGISTRATION NUMBER
1.	KALEIDOSCOPE	May 20, 1982	TX-968-352
2.	TWO-WAY MICROSCOPE	May 20, 1982	TX-968-353
3.	PERISCOPE	May 20, 1982	TX-968-354
4.	COLOR GLASS PLAY	May 20, 1982	TX-968-355
5.	MAGNET EXPERIMENT	May 20, 1982	TX-968-356
6.	DRAWING MACHINE	May 20, 1982	TX-968-357
7.	ERASER & VACUUM	May 20, 1982	TX-968-358
8.	SUITCASE SCIENCE KITS	May 20, 1982	TX-968-359
9.	ZIG-ZAG MACHINE	May 20, 1982	TX-968-360
10.	ELECTROMAGNETIC CAR	May 20, 1982	TX-968-361
11.	30 POWER MICROSCOPE	May 20, 1982	TX-968-362
12.	WATER ALARM AND TIMER	May 20, 1982	TX-968-363
13.	DOOR BELL	May 20, 1982	TX-968-364
14.	TOOT-TOOT RACER: AGES 3 TO 7.	January 23, 1981	VA-69-443
15.	TOOT-TOOT LOCO: AGES 3 TO 7.	January 23, 1981	VA-69-444
16.	TOOT-TOOT COPTER: AGES 3 TO 7.	January 23, 1981	VA-69-445
17.	THE SINGING CANARY	October 26, 1981	VA-85-304
18.	COLOR GLASS PLAY: AGES 4-8 YEARS	May 20, 1982	VA-105-605
19.	KALEIDOSCOPE: AGES 4-8 YEARS	May 20, 1982	VA-105-606

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<b>NO.</b>	<b>TITLE</b>	<b>DATE REGISTERED</b>	<b>REGISTRATION NUMBER</b>
20.	PERISCOPE: AGES 4-8 YEARS	May 20, 1982	VA-105-607
21.	TWO-WAY MICROSCOPE: AGES 4-8 YEARS	May 20, 1982	VA-105-608
22.	DOOR BELL: AGES 6-12 YEARS	May 20, 1982	VA-105-609
23.	WATER ALARM & TIMER: AGES 6-12 YEARS	May 20, 1982	VA-105-610
24.	30-POWER MICROSCOPE: AGES 6-12 YEARS	May 20, 1982	VA-105-611
25.	ELECTRO MAGNETIC CAR: 6-12 YEARS	May 20, 1982	VA-105-612
26.	ZIG-ZAG MACHINE: AGES 6-12 YEARS	May 20, 1982	VA-105-613
27.	ERASER & VACUUM: AGES 6-12 YEARS	May 20, 1982	VA-105-614
28.	MAGNET SET: AGES 4-8 YEARS	May 20, 1982	VA-105-615
29.	DRAWING MACHINE: AGES 4-8 YEARS	May 20, 1982	VA-105-616
30.	SUITCASE SCIENCE CLUB	October 24, 1986	VA-243-099
31.	LIFT AND LEARN WOODEN PUZZLE	February 16, 1988	VA 293-040
32.	VEHICLES / DESIGNED BY ASUSAN RYAN	February 16, 1988	VA-293-784
33.	DINOSAURS / DESIGNED BY ASUSAN RYAN	February 16, 1988	VA-293-785
34.	SPORTS / DESIGNED BY ASUSAN RYAN	February 16, 1988	VA-293-786
35.	WILDLIFE / DESIGNED BY ASUSAN RYAN	February 16, 1988	VA-293-787
36.	PLAYTHINGS / DESIGNED BY ASUSAN RYAN	February 16, 1988	VA-293-788
37.	ANIMALS	February 16, 1988	VA-293-789
38.	ZOO ANIMALS	February 16, 1988	VA-293-790

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12/15/2004 kml

<b>NO.</b>	<b>TITLE</b>	<b>DATE REGISTERED</b>	<b>REGISTRATION NUMBER</b>
39.	TRANSPORTATION	February 16, 1988	VA-293-791
40.	FARM	February 16, 1988	VA-293-792
41.	SPACE PUZZLE: ITEM NO. 2552	February 12, 1991	VA-449-552
42.	SEALIFE PUZZLE: ITEM NO. 2551	February 12, 1991	VA-449-553
43.	CIRCUS PUZZLE: ITEM NO. 2550	February 12, 1991	VA-449-554
44.	WESTERN	June 9, 1992	VA-509-659
45.	PIRATES	June 9, 1992	VA-509-709
46.	USA MAP: NO. 2560	June 9, 1992	VA-509-959
47.	WORLD MAP: NO. 2565	November 12, 1992	VA-535-834
48.	ALPHABET PUZZLE: NO. 2572	March 1, 1993	VA-600-983
49.	JUGGLER PUZZLE NO. 2573	March 1, 1993	VA-600-984
50.	CUDDLY THINGS PUZZLE NO. 2583	March 1, 1993	VA-600-985
51.	HOUSEHOLD PUZZLE: NO. 2584	March 1, 1993	VA-600-986
52.	NUMBER PUZZLE: NO. 2571	March 1, 1993	VA-600-987
53.	FRUITS PUZZLE: NO. 2581	March 1, 1993	VA-600-988
54.	WILDLIFE PARK	February 28, 1994	VA-623-466
55.	POND 'N' STREAM	February 28, 1994	VA-623-467
56.	CRITTERS PUZZLE	February 28, 1994	VA-623-468
57.	COUNTING CATERPILLAR: NO. 2510	April 25, 1994	VA-645-130
58.	CATERPILLAR ABC'S NO. 2511	April 25, 1994	VA-645-131
59.	LET'S PLAY: NO. 2509	April 25, 1994	VA-645-132
60.	MAGGIE, THE MOODY BEAR	August 4, 1994	VA-660-301



NO.	TITLE	DATE REGISTERED	REGISTRATION NUMBER
61.	MULTI-CULTURAL MOODY: NO. 5040	June 6, 1995	VA-739-897
62.	SEA LIFE MIX AND MATCH: NO. 2593	June 6, 1995	VA-739-898
63.	BIRDS MIX AND MATCH: NO. 2592	June 6, 1995	VA-739-899
64.	ANIMALS MIX AND MATCH: NO. 2594	June 6, 1995	VA-739-900
65.	MOODY CLOWN: NO. 5028	June 6, 1995	VA-739-901
66.	STORYBOOK MOODY	November 20, 1995	VA-751-129
67.	CATERPILLAR MAGIC TOWELS	November 20, 1995	VA-759-938
68.	SAFETY SIGNS NO. 2541	May 7, 1996	VA-787-455
69.	LETTERS 'N' NUMBERS: NO. 2575	May 7, 1996	VA-787-456
70.	ZOO ANIMALS: [ITEM] 2053	October 8, 1996	VA-810-901
71.	TRANSPORTATION: NO. 2505	October 8, 1996	VA-810-902
72.	PLAY BOARD NO. 2506	October 8, 1996	VA-810-903
73.	DINOSAURS: NO. 2525	October 8, 1996	VA-810-904
74.	SPORTS: NO. 2526	October 8, 1996	VA-810-905
75.	WILDLIFE NO. 2530	October 8, 1996	VA-810-906
76.	PLAYTHINGS: NO. 2527	October 8, 1996	VA-810-907
77.	UNITED STATES OF AMERICA: NO. 2578	October 8, 1996	VA-810-908
78.	WORLD MAP PUZZLE: NO. 2579	October 8, 1996	VA-810-909
79.	FARM PUZZLE: NO. 2501	October 8, 1996	VA-810-910
80.	FIND-A-SHAPE NO. 2543	October 8, 1996	VA-810-911
81.	PETS: NO. 2528	October 8, 1996	VA-810-912
82.	VEHICLES: NO. 2504	October 8, 1996	VA-827-163

NO.	TITLE	DATE REGISTERED	REGISTRATION NUMBER
83.	ANIMALS: NO. 2502	October 8, 1996	VA-827-164
84.	BATHTIME: NO. 2544	March 3, 1997	VA-840-627
85.	FARM SCENES: NO. 2701	March 3, 1997	VA-840-628
86.	ACTIVITIES: NO. 2702	March 3, 1997	VA-840-629
87.	PLAYGROUND: NO. 2703	March 3, 1997	VA-840-630
88.	WILD ANIMALS: NO. 2801	March 3, 1997	VA-840-631
89.	UNDER THE SEA: NO. 2802	March 3, 1997	VA-840-632
90.	INSECTS: NO. 2803	March 3, 1997	VA-840-633
91.	FISH MOSAIC: NO. 2804	September 23, 1997	VA-880-613
92.	FIT FOR FUN: NO. 2705	September 23, 1997	VA-880-614
93.	RAINFOREST: NO. 2806	September 23, 1997	VA-880-615
94.	NOAH'S ARK: NO. 2706	September 23, 1997	VA-880-616
95.	CUDDLING KITTENS: NO. 2805	September 23, 1997	VA-880-617
96.	WINTER, SPRING, SUMMER, FALL: NO. 2704	September 23, 1997	VA-880-618
97.	BUSY BODIES: NO. 2545	September 23, 1997	VA-880-619
98.	OUR HOME: NO. 2708	March 23, 1998	VA-914-941
99.	CITY LIFE: NO. 2707	March 23, 1998	VA-914-942
100.	CHANGING PLACES: NO. 2595	March 23, 1998	VA-914-943
101.	TWO-OF-A-KIND: NO. 2709	September 24, 1998	VA-987-488
102.	NOAH'S ARK: NO. 2401	September 24, 1998	VA-987-489
103.	ZOO: NO. 2402	September 24, 1998	VA-987-490
104.	FARM: NO. 2403	September 24, 1998	VA-987-491

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12/15/2004 kml

NO.	TITLE	DATE REGISTERED	REGISTRATION NUMBER
105.	CANDY CAROUSEL: NO. 2901	September 24, 1998	VA-987-492
106.	BUGS: NO. 2902	September 24, 1998	VA-987-493
107.	TROPICAL SEA LIFE: NO. 2903	September 24, 1998	VA-987-494
108.	UNIVERSE: NO. 2904	September 24, 1998	VA-987-495
109.	UP IN THE SKY: NO. 2905	September 24, 1998	VA-987-496
110.	BALLET: NO. 2906	September 24, 1998	VA-987-497
111.	OPPOSITES: NO. 6001	September 24, 1998	VA-987-498
112.	COLORS: NO. 6002	September 24, 1998	VA-987-499
113.	BABY'S ROOM: NO. 6003	September 24, 1998	VA-987-500
114.	PLAYFUL PUPPIES: NO. 2807	September 24, 1998	VA-987-501
115.	ANIMAL ANTICS: NO. 2546	September 24, 1998	VA-987-502
116.	JACK AND JILL: NO. 2557	February 29, 2000	VA-1-022-572
117.	CINDERELLA: NO. 2716	December 27, 1999	VA-1-029-563
118.	WORD BUILDER III: NO. 2715	December 27, 1999	VA-1-029-564
119.	WORD BUILDER II: NO. 2714	December 27, 1999	VA-1-029-565
120.	WORD BUILDER I: NO. 2713	December 27, 1999	VA-1-029-566
121.	FUN SHAPES: NO. 2712	December 27, 1999	VA-1-029-567
122.	BARN YARD: NO. 2710	December 27, 1999	VA-1-029-568
123.	ALPHAPATTERNS: NO. 2569	December 27, 1999	VA-1-029-569
124.	NUMBERS AND PATTERNS: NO. 2568	December 27, 1999	VA-1-029-570
125.	FIRE TRUCK: NO. 2548	December 27, 1999	VA-1-029-571
126.	CHANGING ACTIVITIES: NO. 2561	December 27, 1999	VA-1-029-572

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12/15/2004 kml

<b>NO.</b>	<b>TITLE</b>	<b>DATE REGISTERED</b>	<b>REGISTRATION NUMBER</b>
127.	CHANGING ADVENTURES: NO. 2562	December 27, 1999	VA-1-029-573
128.	FARM: NO. 2204	December 27, 1999	VA-1-029-574
129.	PETS: NO. 2205	December 27, 1999	VA-1-029-575
130.	NEIGHBORHOOD: NO. 2206	December 27, 1999	VA-1-029-576
131.	LOCO SHAPES: NO. 2547	December 27, 1999	VA-1-029-577
132.	BABY FARM ANIMALS	December 27, 1999	VA-1-029-578
133.	MAKING MUSIC	December 27, 1999	VA-1-029-579
134.	ON THE MOVE	December 27, 1999	VA-1-029-580
135.	FRUIT: NO. 2203	December 27, 1999	VA-1-029-581
136.	THREE LITTLE PIGS: NO. 2717	December 27, 1999	VA-1-029-582
137.	ZOO: NO. 221	February 29, 2000	VA-1-055-253
138.	TIDE POOL: NO. 2210	February 29, 2000	VA-1-055-254
139.	MY WORLD: NO. 2209	February 29, 2000	VA-1-055-255
140.	TWO-OF-A-KIND: NO. 2709	December 27, 1999	VA-1-062-659
141.	HAND: NO. 2540	December 27, 1999	VA-1-062-660
142.	PLAYFUL PUPPIES: NO. 2807	December 27, 1999	VA-1-062-661
143.	CITY LIFE: NO. 2707	December 27, 1999	VA-1-062-662
144.	NOAH'S ARK: NO. 2706	December 27, 1999	VA-1-062-663
145.	OUR HOME: NO. 2708	December 27, 1999	VA-1-062-664
146.	KITTENS: NO. 2805	December 27, 1999	VA-1-062-665
147.	1,2,3, BABY BEES: NO. 2213	October 10, 2000	VA-1-068-179
148.	LACING ZOO: NO. 2721	April 28, 2000	VA-1-069-872

<b>NO.</b>	<b>TITLE</b>	<b>DATE REGISTERED</b>	<b>REGISTRATION NUMBER</b>
149.	PUZZLE BOOK: NO. 2720	April 28, 2000	VA-1-069-873
150.	LAYERED USA MAP PUZZLE: NO. 1870700	April 30, 2001	VA-1-106-685
151.	SOUNDS ON THE GO: NO. 24102	October 10, 2003	VA-1-222-880
152.	SOUNDS ON THE FARM: NO. 24101	October 10, 2003	VA-1-222-881
153.	SNAPSHOT WILD ANIMALS	April, 8, 2004	VA-1-249-220
154.	TRANSPORTATION	April, 8, 2004	VA-1-249-223
155.	COMMUNITY VEHICLES	April, 8, 2004	VA-1-249-224
156.	COMMUNITY VEHICLES: NO. 2222	July 18, 2003	VA-1-262-937
157.	SAFARI: NO. 2221	July 18, 2003	VA-1-262-938
158.	WHAT AM I?: NO. 2586	July 18, 2003	VA-1-262-939
159.	WALK WITH ME: NO. 2730	July 18, 2003	VA-1-262-940
160.	LIFE ON THE FARM: 2588	July 18, 2003	VA-1-262-941
161.	DIGGERS & DUMPERS: NO. 2589	July 18, 2003	VA-1-262-942
162.	FAVORITE TOYS: NO. 2587	July 18, 2003	VA-1-262-943
163.	DUMP TRUCK: NO. 2567	July 18, 2003	VA-1-262-944
164.	RECYCLING TRUCK: NO. 2574	July 18, 2003	VA-1-262-945
165.	SCHOOL BUS: NO. 2566	July 18, 2003	VA-1-262-946
166.	FANTASY RIDERS: NO. 2810	July 18, 2003	VA-1-262-947
167.	LAYERED ALPHABET PUZZLE: NO. 1870800	July 18, 2003	VA-1-262-948
168.	HIGH FIVE: ITEM NO. 5567903	July 18, 2003	VA-1-262-949
169.	WESTERN	January 27, 1992	VA-221-154

**Exhibit B**

**USA Patents**

<b>TITLE</b>	<b>PATENT NO.</b>	<b>DATE</b>
PUZZLE TRAY	D497,959	November 2, 2004
WINDOW PUZZLE	5,823,532	October 20, 1998
EDUCATIONAL MUSIC INSTRUMENT FOR CHILDREN	6,353,168	March 5, 2002
MUSIC BLOCKS	D410,972	June 15, 1999

**Exhibit C**  
**USA Applications and Registrations**

<b>MARK</b>	<b>COUNTRY</b>	<b>SERIAL NO.</b>	<b>REG. NO.</b>
ActivEdge	USA	78/465,362	
ALL ABOUT BABY	USA	76/245,064	2,544,821
BASKET EXPRESS	USA	78/452,273	
BRAIN CHILD & DESIGN	USA	75/566,250	2,274,570
BRAIN CHILD (Cl. 28)	USA	75/315094	2,341,682
BRAIN CHILD (Cl. 42)	USA	75/733,714	2,329,971
CAFÉ PLAY	USA	76/245,145	2,653,649
CYBER CARTRIDGE	USA	75/709,657	2,621,740
DESIGN OF TWO CHILDREN	USA	510830	1,352,758
EASTER BASKET EXPRESS	USA	78/444,903	
FELTLAND	USA	76/022,032	2,431,743
GERTIE	USA	76/583,142	
GERTIE BALL	USA	73/810,754	1,581,732
GET OUT AND PLAY	USA	78/478,946	
GROW & DISCOVER BLOCK	USA	76/570,542	
HEALTHY MINDS, HAPPY KIDS	USA	78/476,873	
IQ BABY	USA	75/627,737	2,483,022
IQ BABY AND HEAD LOGO	USA	76/106853	2,583,513
IQ PRE-SCHOOL	USA	78/444,982	
JUMBO MUSIC BLOCK	USA	76/301,552	2,641,320
KIDS IN MOTION	USA	78/452,272	
LEARNINGSMITH (Cl. 35)	USA	75/218,459	2,232,712
LEARNINGSMITH (Cl. 16)	USA	75/560,310	2,285,441
LEARNINGSMITH (Cl. 15)	USA	75/558,624	2,287,915

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MARK	COUNTRY	SERIAL NO.	REG. NO.
LEARNINGSMITH (Cl. 28)	USA	75/560,309	2,344,732
LIFT AND LEARN	USA	537201	1,372,796
LITTLE LINGUIST	USA	75/458,875	2,423,716
MAGNAPHONICS	USA	76/497,492	
MAMA GOOSE	USA	76/329,258	
MUSIC BLOCKS	USA	75/459,420	2545293
MUSINI	USA	76/381,083	
NEUROSMITH	USA	75/380,477	2,423,663
PET ME PLATYPUS	USA	76/497,493	
PHONICS BLOCKS	USA	75/465,684	2,485,558
PUZZIBILITIES	USA	75/752,174	2,355,202
RYAN'S ROOM... WHERE IMAGINATION COMES TO PLAY & DESIGN (Cl. 20 & 28)	USA	76/403504	2,851,495
RYAN'S ROOM... WHERE IMAGINATION COMES TO PLAY & DESIGN (Cl. 28)	USA	76/403,507	2,718,922
SMALL WORLD KIDS	USA	76/448,631	
SMALL WORLD KIDS & DESIGN	USA	76,448,632	
SMALL WORLD TOYS & DESIGN (Cl. 28)	USA	279564	1,268,062
SMALL WORLD TOYS	USA	510829	1,383,504
SOUNDS WILD & DESIGN	USA	75/814,665	2,431,106
SUITCASE SCIENCE	USA	408011	1,274,422
SUNSHINE SYMPHONY	USA	78/044,454	2,807,383
SW EXPRESS	USA	78/452,271	
TOGETHER TUNES	USA	76/497,490	
TOUCH 'N SING (Stylized)	USA	76/566,213	



MARK	COUNTRY	SERIAL NO.	REG. NO.
YOU, ME & TEA	USA	76/245,146	2,561,668
WISE BUYS	USA	75/329,086	2,308,242
THE WORLD'S MOST CATCHABLE BALL!	USA	76/580,869	

**Foreign Applications and Registrations\***

MARK	COUNTRY	SERIAL NO.	REG. NO.
MUSINI	AUSTRALIA	912997	912997
MUSINI	CANADA	114095300	
MUSINI	CHINA	200307106	3228089
MUSINI	EUROPEAN COMMUNITY	2700854	2700854
MUSINI	JAPAN	2002-046350	4643589
MUSINI	NEW ZEALAND	657233	657233
LEARNINGSMITH	AUSTRALIA	781349	781349
LEARNINGSMITH	CANADA	765099	TMA 449665
NEUROSMITH	AUSTRALIA	942967	942967
NEUROSMITH	CANADA	116911700	
NEUROSMITH	CHINA (class 41)	3489090	
NEUROSMITH	CHINA (class.9)	3489088	
NEUROSMITH	CHINA (class 28)	3489089	
NEUROSMITH	EUROPEAN COMMUNITY	3043817	
NEUROSMITH	JAPAN	2003-018986	4698719
NEUROSMITH	NEW ZEALAND (class 9)	673118	673118
NEUROSMITH	NEW ZEALAND (class 28)	673119	673119
NEUROSMITH	NEW ZEALAND (class 41)	673120	673120
NEUROSMITH	SINGAPORE (class 9)	T03/01890H	T03/01890H

MARK	COUNTRY	SERIAL NO.	REG. NO.
NEUROSMITH	SINGAPORE (class 28)	T03/01892D	T03/01892D
NEUROSMITH	SINGAPORE (class 41)	T03/01895I	T03/01895I
NEUROSMITH	SOUTH AFRICA (class 9)	2003/02265	
NEUROSMITH	SOUTH AFRICA (class 28)	2003/02266	
NEUROSMITH	SOUTH AFRICA (class 41)	2003/02267	
NEUROSMITH	SWITZERLAND	2003 771	509531
NEUROSMITH	TAIWAN (class 9)	92007333	1088227
NEUROSMITH	TAIWAN (class 28)	92007334	1077604
NEUROSMITH	TAIWAN (class 41)	92007335	193340

\* Assignments to Small World Toys for many of the foreign applications and registrations have not been recorded and recordations of assignments to Small World Toys may or may not be pursued.