

04-04-2006



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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

4-3-06

1. Name of conveying party(ies)

SMALL WORLD TOYS, INC.
5711 Buckingham Parkway
Culver City, CA 90230

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

2. Name and address of receiving party(ies)

Name: LAURUS MASTER FUND, LTD.

Internal Address: _____

Street Address: 825 Third Avenue 14th Floor

City: New York

State: NY

Country: U.S.A.

Zip: 10022

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 02/28/2006

- Assignment
 - Security Agreement
 - Joint Research Agreement
 - Government Interest Assignment
 - Executive Order 9424, Confirmatory License
 - Other IP Rom # 5823432
- CORRECTION to CORRECT REEL 17297/06*

Merger

Change of Name

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,823,532

(*) mistakenly recorded on Reel 017297 and Frame 0066

Additional numbers attached? Yes No

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

Name: Loeb & Loeb LLP

Internal Address: attn: Loukia Harris, Legal Assistant

Street Address: 345 Park Avenue

City: New York

State: New York

Zip: 10154

Phone Number: 212-407-4149

Fax Number: 212-214-0439

Email Address: lharris@loeb.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40⁰⁰

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

March 29, 2006

Signature

Date

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

Name of Person Signing

Loukia Harris

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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 500084448**

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY AGREEMENT
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CONVEYING PARTY DATA	
Name	Execution Date
Small World Toys, Inc.	02/28/2006

RECEIVING PARTY DATA	
Name:	Laurus Master Fund, Ltd.
Street Address:	825 Third Avenue 14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	D497959
Patent Number:	5823432
Patent Number:	6353168
Patent Number:	D410972

CORRESPONDENCE DATA	
Fax Number:	(866)826-5420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3016380511
Email:	ipresearchplus@comcast.net
Correspondent Name:	IP Research Plus, Inc.
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Address Line 2:	Attn: Penelope J.A. Agodoa
Address Line 4:	Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	30607
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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CH \$160.00 D497959

Total Attachments: 19

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(Patents)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 28, 2006 is made by Small World Toys Inc., a California Corporation ("Grantor"), in favor of Laurus Master Fund, Ltd., a Cayman Islands company ("Laurus").

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof between [Small World Kids, Inc.][Grantor], [Small World Toys, Inc.][Grantor] (collectively, the "Companies") and Laurus (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), Laurus has agreed to provide financing to the Companies on the terms and conditions set forth in the Security Agreement and the Ancillary Agreements referred to therein; and

WHEREAS, Laurus is willing to provide the financing as provided for in the Security Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Laurus this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.** To secure the complete and timely payment of all the Obligations of the Companies now or hereafter existing from time to time, Grantor hereby pledges and grants to Laurus a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

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(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Laurus in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the states of Nevada and California, all action necessary or desirable to protect and perfect Laurus' Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Grantor covenants and agrees with Laurus that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Laurus immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Laurus prior written notice thereof, and, upon request of Laurus, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Laurus) to evidence Laurus' Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Unless an application or registration is not material to Grantor's business as determined by Grantor in the exercise of its reasonable business judgment, Grantor shall take all actions necessary or requested by Laurus to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now

or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Laurus promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Laurus shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Laurus pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Laurus with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Security Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

[GRANTOR] *Small World Toys, Inc.*

By: *Debra Fine*

Name: *Debra Fine*

Title: *CEO*

ACCEPTED and ACKNOWLEDGED by:

[Signature]
LAURUS MASTER FUND, LTD.

By: _____

Name:

Title: Duly Authorized Signatory

**David Grin
Director**

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SCHEDULE I
PATENTS AND PATENT LICENSES

	TITLE	PATENT NO.	DATE
①	PUZZLE TRAY	D497,959	November 2, 2004
②	WINDOW PUZZLE	5,823,432	October 20, 1998
③	EDUCATIONAL MUSIC INSTRUMENT FOR CHILDREN	6,353,168	March 5, 2002
④	MUSIC BLOCKS	D410,972	June 15, 1999

USA Pending Patent Applications *

	TITLE	PATENT NO.	DATE
	INTERACTIVE BOOK AND TOY	TBD-PENDING	October 20, 2005
	MODULATED LIGHT ENTERTAINER	TBD-PENDING	October 19, 2005
	CRIB TOY	TBD-PENDING	October 19, 2005
	INTERACTIVE ELECTRONIC BOOK	TBD-PENDING	October 20, 2005
	CRIB TOY	TBD-PENDING	October 19, 2005
	INTERLEAVING STORY TOY	TBD-PENDING	October 19, 2005

* Assignments of the pending patent applications have not yet been recorded and the applications may or may not be pursued

SCHEDULE II
TRADEMARK AND TRADEMARK
LICENSES

	MARK	NOTES	SERIAL NO.	REG. NO.
1-	ActivEdge	ITU application	78/465,362	
2-	ALL ABOUT BABY	SI to PNC	76/245,064	2,544,821
3-	BASKET EXPRESS	ITU application	78/452,273	
4-	BRAIN CHILD & DESIGN		75/566,250	2,274,570
5-	BRAIN CHILD (Cl. 28)	SI to Paragon	75/315094	2,341,682
6-	BRAIN CHILD (Cl. 42)		75/733,714	2,329,971
7-	CAFÉ PLAY		76/245,145	2,653,649
8-	CYBER CARTRIDGE		75/709,657	2,621,740
9-	DESIGN OF TWO CHILDREN		73/510830	1,352,758
10-	EASTER BASKET EXPRESS	ITU application	78/444,903	
11-	FELTLAND	assigned to Sheri Browning	76/022,032	2,431,743
12-	GERTIE	SI to PNC	76/583,142	2,959,232
13-	GERTIE BALL	SI to PNC	73/810,754	1,581,732
14-	GET OUT AND PLAY		78/478,946	
15-	GROW & DISCOVER BLOCK	ITU application	76/570,542	
16-	HEALTHY MINDS, HAPPY KIDS	Abandoned	78/476,873	
17-	IQ BABY	SI to PNC	75/627,737	2,483,022
18-	IQ BABY AND HEAD LOGO	SI to PNC	76/106853	2,583,513
19-	IQ PRE-SCHOOL	ITU application	78/444,982	
20-	JUMBO MUSIC BLOCK		76/301,552	2,641,320
21-	KIDS IN MOTION	Abandoned	78/452,272	
22-	LEARNINGSMITH (Cl. 35)	Cancelled	75/218,459	2,232,712
23-	LEARNINGSMITH (Cl. 16)		75/560,310	2,285,441

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	MARKS	NOTES	SERIAL NO.	PAGE NO.
24-	LEARNINGSMITH (Cl. 15)		75/558,624	2,287,915
25-	LEARNINGSMITH (Cl. 28)		75/560,309	2,344,732
26-	LIFT AND LEARN		537201	1,372,796
27-	LITTLE LINGUIST		75/458,875	2,423,716
28-	MAGNAPHONICS	Abandoned	76/497,492	
29-	MAMA GOOSE	ITU application	76/329,258	
30-	MUSIC BLOCKS		75/459,420	2545293
31-	MUSINI		76/381,083	
32-	NEUROSMITH		75/380,477	2,423,663
33-	PET ME PLATYPUS		76/497,493	
34-	PHONICS BLOCKS		75/465,684	2,485,558
35-	PUZZIBILITIES	SI to PNC	75/752,174	2,355,202
36-	RYAN'S ROOM...WHERE IMAGINATION COMES TO PLAY & DESIGN (Cl. 20 & 28)	SI to PNC	76/403504	2,851,495
37-	RYAN'S ROOM...WHERE IMAGINATION COMES TO PLAY & DESIGN (Cl. 28)	SI to PNC	76/403,507	2,718,922
38-	SMALL WORLD KIDS	SI to PNC	76/448,631	2,995,529
39-	SMALL WORLD KIDS & DESIGN	SI to PNC	76,448,632	
40-	SMALL WORLD TOYS & DESIGN (Cl. 28)	SI to PNC	73/279564	1,268,062
41-	SMALL WORLD TOYS	SI to PNC	73/510829	1,383,504
42-	SOUNDS WILD & DESIGN		75/814,665	2,431,106
43-	SUITCASE SCIENCE		73/408011	1,274,422
44-	SUNSHINE SYMPHONY		78/044,454	2,807,383
45-	SW EXPRESS	ITU application	78/452,271	
46-	TOGETHER TUNES	ITU application	76/497,490	

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	MARK	NOTES	SERIAL NO.	REG. NO.
47-	TOUCH 'N SING (Stylized)		76/566,213	
48-	YOU, ME & TEA		76/245,146	2,561,668
49-	WISE BUYS	SI to Paragon	75/329,086	2,308,242
50-	THE WORLD'S MOST CATCHABLE BALL!		76/580,869	
51-	SMALL WORLD LIVING	ITU application	78/541,449	
52-	RETHINK THE GAME	ITU application	78/725,107	
53-	ACTIVE EDGE EXTREME	ITU application	78/711,487	
54-	IQ KIDS	ITU application	78/785,246	
55-	SCUSHIES		76/621,545	3,048,098
56-	GUESTS	SI to Paragon	75/336,035	2,238,240
57-	Design Only		75/733,714	2,329,971
58-	INTERLINKS		75/318,984	2,289,333
59-	IMAGIX	ITU application	78/811,623	
60-	SW EXPRESS	ITU application	78/580,843	
61-	ACTIVE EDGE	ITU application	78/545,940	

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SCHEDULE III
COPYRIGHTS AND COPYRIGHT
LICENSES

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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NO.	TITLE	DATE REGISTERED	REGISTRATION NUMBER
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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NO.	TITLE	DATE REGISTERED	REGISTRATION NUMBER
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

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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

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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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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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NO.	TITLE	DATE REGISTERED	REGISTRATION NUMBER
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

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NO.	TITLE	DATE REGISTERED	REGISTRATION NUMBER
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.	NUMBERS NO. 2219	April 8, 2004	VA-1-249-219
154.	SNAPSHOT WILD ANIMALS	April, 8, 2004	VA-1-249-220
155.	SHAPES NO. 2224	April 8, 2004	VA-1-249-221
156.	ABC'S NO. 2226	April 8, 2004	VA-1-249-222
157.	TRANSPORTATION	April, 8, 2004	VA-1-249-223
158.	COMMUNITY VEHICLES	April, 8, 2004	VA-1-249-224
159.	COMMUNITY VEHICLES: NO. 2222	July 18, 2003	VA-1-262-937
160.	SAFARI: NO. 2221	July 18, 2003	VA-1-262-938
161.	WHAT AM I?: NO. 2586	July 18, 2003	VA-1-262-939
162.	WALK WITH ME: NO. 2730	July 18, 2003	VA-1-262-940
163.	LIFE ON THE FARM: 2588	July 18, 2003	VA-1-262-941
164.	DIGGERS & DUMPERS: NO. 2589	July 18, 2003	VA-1-262-942
165.	FAVORITE TOYS: NO. 2587	July 18, 2003	VA-1-262-943
166.	DUMP TRUCK: NO. 2567	July 18, 2003	VA-1-262-944
167.	RECYCLING TRUCK: NO. 2574	July 18, 2003	VA-1-262-945
168.	SCHOOL BUS: NO. 2566	July 18, 2003	VA-1-262-946
169.	FANTASY RIDERS: NO. 2810	July 18, 2003	VA-1-262-947
170.	LAYERED ALPHABET PUZZLE: NO.	July 18, 2003	VA-1-262-948

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NO.	TITLE	DATE REGISTERED	REGISTRATION NUMBER
	1870800		
171.	HIGH FIVE: ITEM NO. 5567903	July 18, 2003	VA-1-262-949
172.	MY PLACE FOR ART NO. 4004020	June 21, 2004	VA-1-271-645
173.	HEAR & NOW CUBES NO. 7300288	June 21, 2004	VA-1-271-646
174.	WILD ANIMALS NO. 3002001	June 21, 2004	VA-1-271-647
175.	DINOSAURS NO. 3002003	June 21, 2004	VA-271-648
176.	UNDER CONSTRUCTION NO. 3002004	June 21, 2004	VA-1-271-649
177.	ALPHABET OUT LOUD PUZZLE NO. 3003000	June 21, 2004	VA-1-271-650
178.	COUNTING OUT LOUD PUZZLE NO. 3003001	June 21, 2004	VA-1-271-651
179.	AROUND THE BLOCKS NO. 5512500	June 21, 2004	VA-1-271-652
180.	ALPHABET PUZZLE NO. 3003002	June 21, 2004	VA-1-271-653
181.	NUMBER PUZZLE NO. 3003003	June 21, 2004	VA-1-271-654
182.	WESTERN	January 27, 1992	VA-221-154

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SCHEDULE I
PATENTS AND PATENT LICENSES

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- ③
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TITLE	PATENT NO.	DATE
PUZZLE TRAY	D497,959	November 2, 2004 ✓
WINDOW PUZZLE	5,823,432	October 20, 1998 □
EDUCATIONAL MUSIC INSTRUMENT FOR CHILDREN	6,353,168	March 5, 2002 ✓
MUSIC BLOCKS	D410,972	June 15, 1999 ✓

USA Pending Patent Applications *

TITLE	PATENT NO.	DATE
INTERACTIVE BOOK AND TOY	TBD-PENDING	October 20, 2005
MODULATED LIGHT ENTERTAINER	TBD-PENDING	October 19, 2005
CRIB TOY	TBD-PENDING	October 19, 2005
INTERACTIVE ELECTRONIC BOOK	TBD-PENDING	October 20, 2005
CRIB TOY	TBD-PENDING	October 19, 2005
INTERLEAVING STORY TOY	TBD-PENDING	October 19, 2005

* Assignments of the pending patent applications have not yet been recorded and the applications may or may not be pursued