

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY AGREEMENT
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CONVEYING PARTY DATA

Name	Execution Date
SWT Acquisition, LLC c/o Rivenrock Capital, LLC	10/11/2007

RECEIVING PARTY DATA

Name:	Kallina Corporation
Street Address:	335 Madison Ave., 10th Floor
Internal Address:	c/o Laurus Capital Management, LLC
City:	New York
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	D497959
Patent Number:	5823432
Patent Number:	6353168
Patent Number:	D410972
Patent Number:	D370944
Application Number:	08192115
Application Number:	06573426

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8002210770
 Email: matthew.mayer@thomson.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1133 Avenue of the Americas
 Address Line 2: Suite 3100

CH \$280.00 D497959

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

CSC # 280961

NAME OF SUBMITTER:

Matthew Mayer

Total Attachments: 72

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USA Patents

	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

Small World Toys
Schedule I (D) A

<u>Title</u>	<u>Country</u>	<u>Pat. No. (App. No.)</u>	<u>Issue Date (App. Date)</u>	<u>Status</u>	<u>Current Owner</u>	<u>Liens/Comments</u>
BATTERY POWERED TOY TRAIN	U.S.A.	5427561 (08/192115)	06/27/1995 (02/03/1994)	Issued	Small World Toys	
EDUCATIONAL TOY HAVING FRAGRANCE ASSOCIATION MEANS	U.S.A.	4487585 (06/573426)	12/11/1984 (01/24/1984)	Issued	Small World Toys	
INTERCONNECTING TOY TILE	U.S.A.	D370,944 (D/034,859)	06/18/1996 (02/14/1995)	Issued	Small World Toys	Assigned from Imagix, INC. to Small World Toys on 06/23/2005.1

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement"), dated as of October 11, 2007, is made by SWT ACQUISITION, LLC, a California limited liability company ("Grantor"), in favor of KALLINA CORPORATION, a Delaware corporation ("Grantee").

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and between Grantor and Grantee (as from time to time amended, restated, supplemented and/or otherwise modified, the "Security Agreement"), Grantee has agreed to provide certain financial accommodations to the Grantor;

WHEREAS, Grantee is willing to enter into the Security Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Grantee this 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.

(a) When used herein the following terms shall have the following meanings:

"Copyrights" means all works capable of copyright under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office, and the right to obtain all renewals of any of the foregoing.

"Copyright Licenses" means all written agreements relating to any Copyright, including agreements providing the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright, and whether Grantor is named as licensor, licensee or otherwise.

"General Intangibles" shall have the meaning provided thereto in Section 9-102 of the UCC, as amended, restated or otherwise modified from time to time.

"IP Licenses" shall mean Copyright Licenses, Patent Licenses and Trademark Licenses.

"Patents" means (a) all letters patent of the United States, any other country or any political subdivision thereof, and all reissues and extensions of such letters patent, (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, and (c) all rights to obtain any reissues or extensions of the foregoing.

"Patent Licenses" means all agreements, whether written or oral, relating to any Patent, including agreements providing for the grant by or to Grantor of any right to manufacture, use or

sell any invention covered in whole or in part by a Patent, and whether Grantor is named as licensor, licensee or otherwise.

“Trademarks” means (a) all trademarks, trade names, corporate names, business names, fictitious business names, trade styles, services marks, logos, domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or political subdivision thereof, or otherwise, and all common-law rights thereto, and (b) the right to obtain all renewals thereof.

“Trademark Licenses” means, collectively, each agreement, whether written or oral, relating to any Trademark, including agreements providing for the grant by or to Grantor of any right to use any Trademark, and whether Grantor is named as licensor, licensee or otherwise.

(b) 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 Grantor now or hereafter existing from time to time, Grantor hereby grants to Grantee 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 “Collateral”):

- (i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;
- (iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;
- (iv) all renewals, reissues, continuations or extensions of the foregoing;
- (v) 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
- (vi) 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.

that: 3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants

(a) Grantor does not have any interest in, or title to, any Patent, Trademark, Copyright or any IP License, except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto.

(b) Except as set forth in Schedule I, Schedule II and Schedule III, Grantor either is the sole owner of the Patents, Trademarks and Copyrights, or has the sole right to use the Patents, Trademarks and Copyrights, free and clear of all liens or other encumbrances.

(c) Each of the Patents, Trademarks and Copyrights is valid and enforceable, and there is no claim that the use of any of them violates the rights of any third party.

(d) The IP Licenses are in full force and effect, and Grantor is not in breach or default under any of the IP Licenses.

(e) This Agreement is effective to create a valid and continuing first priority lien on and perfected security interests in favor of Grantee in all of Grantor's Patents, Trademarks, Copyrights and IP Licenses and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor.

(f) Upon the filing of (i) appropriate financing statements, all action necessary or desirable to protect and perfect Grantee's first priority lien on Grantor's Patents, Trademarks and IP Licenses shall have been duly taken and (ii) the security interest in the Copyrights with the Copyright Office, all action necessary or desirable to protect and perfect Grantee's first priority lien on Grantor's Copyrights shall have been duly taken.

4. COVENANTS. Grantor covenants and agrees with Grantee that from and after the date of this Agreement:

(a) Grantor shall notify Grantee 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 or right to use 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 Grantee prior written notice thereof, and, upon request of Grantee, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Grantee) to evidence Grantee's lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by Grantee to continue to use all Trademarks (and all trademarks owned by a third party and subject to a Trademark License) and 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 Collateral is infringed upon, misappropriated or diluted by a third party, Grantor shall notify Grantee promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such 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 Grantee shall deem appropriate under the circumstances to protect such Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Grantee by Grantor pursuant to the Security Agreement. Grantor and Grantee hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the 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 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. EXECUTION OF POWER OF ATTORNEY. Concurrently with the execution and delivery hereof, Grantor (a) shall execute and deliver to Grantee, in the form of Exhibit A hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to Section 5 hereof and (b) shall execute and deliver to Grantee, in the form of Exhibit B hereto, ten (10) originals of a Power of Attorney for

the implementation of the assignment, sale or other disposal of the Copyrights pursuant to Section 5 hereof.

8. INDEMNIFICATION. (a) Grantor assumes all responsibility and liability arising from the use of the Patents, Trademarks and/or Copyrights and Grantor hereby indemnifies and holds Grantee harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Grantor's operations of its business from the use of the Patents, Trademarks and/or Copyrights. (b) In any suit, proceeding or action brought by Grantee under any IP License for any sum owing thereunder, or to enforce any provisions of such IP License, Grantor will indemnify and keep Grantee harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Grantor, and all such obligations of Grantor shall be and remain enforceable against and only against Grantor and shall not be enforceable against Grantee.

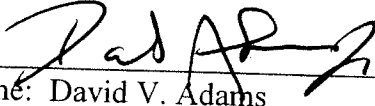
9. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this 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.

10. TERMINATION OF THIS AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon indefeasible payment in full in cash of all Obligations and irrevocable termination of the Security Agreement.

[Signature Page to Follow]

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.

SWT ACQUISITION, LLC

By: 
Name: David V. Adams
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

KALLINA CORPORATION

By: Laurus Capital Management, LLC, its
investment manager

By: _____
Name:
Title:

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.


SWT ACQUISITION, LLC

By: _____
Name: John J. Nelson
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

KALLINA CORPORATION

By: Laurus Capital Management, LLC, its
investment manager

By: 
Name: Stuart Blum
Title: Senior Managing Director

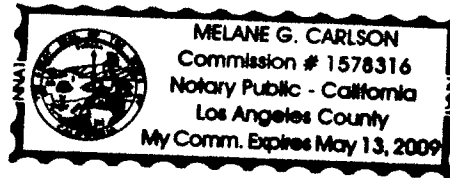
STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

On the 8th day of October, 2007, before me personally came David V. Adams, Jr. to me known, who being by me duly sworn, did depose and say he is the Chief Financial Officer of SWT Acquisition, LLC, the company described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of managers of said company.

Melane G. Carlson

Notary Public

My Commission Expires: *MAY 13, 2009*



SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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See attached schedule

II. PATENT APPLICATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
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See attached schedule

III. PATENT LICENSES

<u>Grantor</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Exclusivity</u>	<u>Type of License</u>
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None

Schedule I (I/II) : Patent Registrations and Pending Patent Applications

USA Patents

	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
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	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

Small World Toys
Schedule I (D) A

<u>Title</u>	<u>Country</u>	<u>Pat. No. (App. No.)</u>	<u>Issue Date (App. Date)</u>	<u>Status</u>	<u>Current Owner</u>	<u>Liens/Comments</u>
BATTERY POWERED TOY TRAIN	U.S.A.	5427561 (08/192115)	06/27/1995 (02/03/1994)	Issued	Small World Toys	
EDUCATIONAL TOY HAVING FRAGRANCE ASSOCIATION MEANS	U.S.A.	4487585 (06/573426)	12/11/1984 (01/24/1984)	Issued	Small World Toys	
INTERCONNECTING TOY TILE	U.S.A.	D370,944 (D/034,859)	06/18/1996 (02/14/1995)	Issued	Small World Toys	Assigned from Imagix, INC. to Small World Toys on 06/23/2005.

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SCHEDULE II
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. TRADEMARK REGISTRATIONS

<u>GRANTOR</u>	<u>REG. NO.</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REG. DATE</u>
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See attached schedule

2. TRADEMARK APPLICATIONS

<u>GRANTOR</u>	<u>SER. NO.</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>FILING DATE</u>
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See attached schedule

3. TRADEMARK LICENSES

<u>GRANTOR</u>	<u>REG. NO.</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REG. DATE</u>	<u>EXCLUSIV- ITY</u>	<u>TYPE OF LICENSE</u>
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None

Schedule II (I/II) : Trademark Registrations and Pending Trademark Applications

LOEB & LOEB LLP

Trademark/Service Mark Report

Sorted by Mark and Country

Trademark	Goods/Services	Registration ID	Country	Application No.	Registration No.	Status
Active Edge	Class 28: Toys, games, playthings, and sporting goods, namely toy tents and tunnels, play balls with handles for hopping, toy bowling sets, toy golf sets, toy hockey sets, toy ball and bat sets, football sets, ring toss sets, children's soccer goals, badminton sets, jump ropes, rubber action balls, sports balls, flying discs.	206942-00096	United States of America	78/545940	12/12/2006 3184639	Registered All of Use - 5 Year 12/12/2011
Active Edge Extreme	Class 28: Toys, games, playthings, and sporting goods, namely toy tents and tunnels, play balls with handles for hopping, toy bowling sets, toy golf sets, toy hockey sets, toy ball and bat sets, football sets, ring toss sets, boogie ball sets, horseshoes sets, children's soccer goals, inflatable toy trampolines, toy volleyball sets, badminton sets, push toys, kites, jump ropes, toy scooters, water squirting toys, toy weapons, rubber action balls, sports balls, beach balls, flying discs, inflatable toys, bubble making wand and solution sets, action action games, target games, and hop bars.	206942-00101 Small World Toys	United States of America	78/711487	9/12/2005	Allowed Statement of Use 6/28/2007 2nd Extension Statement of Use 2/28/2008 3rd Extension Statement of Use 8/28/2008 4th Extension Statement of Use 2/28/2009 5th Extension Statement of Use 0/28/2009 Final

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LOEB&LOEB LLP

Trademark/Service Mark Report

Sorted by Mark and Country

Trademark	Goods/Services	Reg. No.	Country	Reg. Date	Reg. No.	Status
ALL ABOUT BABY	Class 28: Dolls; doll clothing and accessories; toy bath set consisting of bath tub, shampoo container, soap container, powder container, powder container, toy rubber duck, towel, brush and comb; toy set consisting of toy car seat, play birth certificate, rattle and milk bottle; toy milk and juice bottles; toy doll baskets with plows and covers; soft baby rattles; plastic rattles; stuffed toy bears; toy backpacks for carrying dolls and doll accessories; toy tote bag containing toy milk bottle, spoon, fork, dish, cup with lid, plastic bib, pacifier and toy baby food container; toy vinyl bag containing doll diapers; toy baby powder container; toy blanket; training pants; baby wipe container and toy baby oil and lotion containers; toy grooming set consisting of plastic brush, mirror, comb and pacifier; toy doll strollers and toy doll umbrella strollers; toy doll crib with pillow, sheet and comforter; toy doll cradle with pillow, sheet, comforter and canopy; and toy baby monitors	206942-00055	United States of America	4/23/2001	2544821	Registered Art of Use - 6 Year First Renewal 3/6/2012
ALL ABOUT GIRLS	Class 28: Toys, games, and playthings	206942-00115	United States of America	10/6/2006	777014620	Pending Office Action Response Due 3/23/2007

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3-

LOEB & LOEB LLP

Trademark/Service Mark Report

Sorted by Mark and Country

Trademark	Goods/Services	200942-00069	Small World Toys	United States of America	4/23/2001	76245145	11/26/2002	2,653,649	Registered	11/26/2007
CAFE PLAY	<p>Class 21: cookware and bakeware, namely, pie or cake servers, pastry molds, pastry cutters, stew pans, saute pans, mixing bowls, stock pots, and sauce pans; household utensils, namely, pot and pan scrapers, mixing and serving spoons, kitchen ladles, whisks, vegetable mashers, spatulas, muffin tins, paper muffin cups, loaf pan, mixing bowls, spatula, sifter, whisk, wooden spoon, footpicks, measuring cups and spoons, bakery molds, rolling pin, and cookie cutters for baking muffins, breads, cakes, pastries, pies and cookies; brunch set consisting primarily of non-electric juicer, plastic bowl, cups, oatmeal pan, omelette pan, whisk, spatula and lid for preparing fruit juice and food</p> <p>Class 28: Toy cookware, and toy bakeware, namely, toy pie or cake servers, pastry molds, pastry cutters, stew pans, saute pans, mixing bowls, stock pots, and sauce pans; toy household utensils, namely, pot and pan scrapers, mixing and serving spoons, kitchen ladles, whisks, vegetable mashers, spatulas, rolling pins, skimmers and colanders; toy kitchenette, namely, toy stove, sink and storage unit; toy baking set consisting primarily of whisk, wooden spoon, footpicks, measuring cups and spoons, bakery molds, rolling pin, and cookie cutters; toy brunch set consisting primarily of toy non-electric juicer, plastic bowl, cups, oatmeal pan, omelette pan, whisk, spatula and lid</p>								<p>Registered</p> <p>Alt of Use - 5</p> <p>Alt of Use - 6</p> <p>First Renewal</p>	<p>11/26/2007</p> <p>11/26/2008</p> <p>11/26/2012</p>

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Trademark/Service Mark Report

Sorted by Mark and Country

Trademark/Service	Goods/Services	Postal ID	Country/State	App. Date App. No.	Reg. Date Reg. No.	Status
CYBER CARTRIDGE	Class 9: Computer hardware, computer peripheral and educational software used to download music for the global computer network. Class 28: Children's multiple activity toys, musical toys	205842-00012 Small World Toys	United States of America	5/17/1998 75/709657	9/17/2002 2,821,740	Registered Att of Use - 5 9/17/2007 Att of Use - 6 9/17/2008 First Renewal 9/17/2012
DEVELOPING THE WHOLE CHILD - MIND, BODY, AND SPIRIT	Class 28: Toys, games, playthings, and sporting goods, namely infant toys, children's developmental toys, toy block sets, play cubes, pull toys, push toys, wind-up toys, bath toys, mechanical toys, musical and sound toys, shape sorter puzzles, manipulative puzzles and toys, ball and peg pounders, electrical action toys, toy figures, toy animals, toy vehicles, boats, submarines, airplanes, helicopters, and rockets, toy buildings, toy furniture, appliances, and household items, toy musical instruments, toy banks, children's nature sets, toy bug magnifying jars, dolls, plush toys, kites, jiraffes, yo-yos, water squirting toys, toy weapons, yo-yos, rubber action balls, sports balls, beach balls, flying discs, inflatable toys, bubble making wand and section sets, action skill games, card games, jigsaw puzzles, children's party games, target games, board games, party favors in the nature of small toys, toy jacks, hop bags, and beach toys	205842-00110 Small World Toys	United States of America	4/5/2008 78/855130		Published Status Check: 12/19/2007 NOA or Reg Cert

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LOEB & LOEB LLP

Trademark/Service Mark Report

Sorted by Mark and Country



Trademark/Service Mark	Goods/Services	Registration ID	Country	Registration Date	Priority Date	Registration Number	Status
GERTIE BALL	Class 28: Inflatable play balls	205942-00063	United States of America	7/5/1989	73810754	2/8/1990 1,581,732	Registered
							Next Renewal
							2/8/2010
GROW & DISCOVER BLOCK	Class 28: Toys, games and playthings, namely infant toys, infant developmental toys, musical toys, musical toy blocks, musical toy blocks with manipulative features, toy blocks with sounds, toy blocks with sounds and manipulative features, toy blocks with sounds and music, and toy blocks with sounds and music and manipulative features	205942-00013	United States of America	12/4/2003	78570542		Allowed
							Statement of Use
							7/12/2007
IMAGIX	Creative and/or imaginative and/or educational toys that help infants to develop self-confidence and self-esteem through self-discovery, and self-expression	205942-00098	Canada	2/24/1992	0699485	1/30/1997 TMA470191	Registered
							First Renewal
							1/20/2012

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Trademark/Service Mark Report

Sorted by Mark and Country

Trademark	Goods/Services	Small World Toys	United States of America	7/29/2006	2/3/2008	Suspended
MAAGIX	Class 28: Toys, games, playthings and sporting equipment, namely infant toys, children's developmental toys, toy block sets, play cubes, pull toys, push toys, wind-up toys, ball toys, mechanical toys, puzzles, manipulative puzzles and toys, ball and peg ponders, electrical action toys, toy figures, toy animals, toy vehicles, boats, submarines, airplanes, helicopters, and rockets, toy buildings, toy furniture, appliances, and household items, toy musical instruments, toy banks, children's multiple activity toys, imaginative play toys, toy science and nature sets, toy bug magnifying jars, dolls, plush toys, kites, jump ropes, scooters, water squirting toys, toy weapons, toy sporting equipment, yo-yos, rubber action balls, sports balls, beach balls, flying discs, inflatable toys, bubble making wand and solution sets, action skill games, card games, jigsaw puzzles, children's party games, target games, board games, party favors in the nature of small toys, toy jacks, hoop bags, and beach toys	205942-00704	United States of America	7/29/2006	2/3/2008	Suspended Status Check - 10/9/2007 Suspension
HQ BABY	Class 28: Baby toys, preschool toys, educational toys, baby and toddler educational toys in all material, soft toys, plush toys, stuffed toys, bean bag toys, toy figures and wooden toys	205942-00105	European Community	1/20/2005	004250031	Registered Status Check - 6/12/2007 First Renewal - 1/20/2015
HQ BABY	Class 28: Toys for infants and toddlers; namely links, plush mitts, sock rattles, playmats, soft activity books, rings and rattles, activity boxes and activity mirrors	205942-00065	United States of America	1/26/1999	75/627737	Registered At of Use - 6 - 8/28/2007 First Renewal - 8/28/2011


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Trademark/Service Mark Report

Sorted by Mark and Country

Trademark/Service Mark	Goods/Services	Serial ID	Country	Registration Date	Expiration Date	Status
	Class 28: Toys for infants and toddlers, namely, links, plush toys, sock rattles, playmats, soft activity books, ring and rattles, activity boxes and activity mirrors	205942-00010	United States of America	6/18/2002	6/18/2002	Registered
		Small World Toys	78/106853	2,583,513	6/18/2007	6/18/2012

IQ KIDS	Class 28: Toys, games, playthings, and sporting equipment, namely infant toys, children's developmental toys, toy blocks, sets, play cubes, pull toys, push toys, wind-up toys, bath toys, mechanical toys, musical and sound toys, shape sorter puzzles, manipulative puzzles and toys, ball and peg pounders, electrical action toys, toy figures, toy animals, toy vehicles, boats, submarines, airplanes, helicopters, and rockets, toy bulkings, toy furniture, appliances, and household items, toy musical instruments, toy banks, children's multiple activity toys, imaginative play toys, toy science and nature sets, toy bug magnifying jars, dolls, push toys, kites, jump ropes, scooters, water squirting toys, toy weapons, toy sporting equipment, yo-yos, rubber action balls, sports balls, beach balls, flying discs, inflatable toys, bubble making wand and solution sets, action skill games, card games, jigsaw puzzles, children's party games, target games, board games, party favors in the nature of small toys, toy jacks, hoop bags, and beach toys	205942-00103	United States of America	1/4/2006	78/765246	Suspended Status Check - Suspension
						10/9/2007

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Trademark/Service Mark Report

Sorted by Mark and Country

Trademark/Service Mark	Goods/Services	Registration No.	Country	Registration Date	First Use Date	Registration Status	First Renewal Date
IQ PRESCHOOL	Class 28: Toys, games, and playthings, namely children's developmental toys, toy block sets, play cubes, pull toys, push toys, mechanical toys, musical and sound toys, shape sorter puzzles, manipulative puzzles, ball and peg pounders, namely, toys featuring balls or pegs to be fit through holes, electrical action toys, toy figures, toy vehicles, toy houses, toy furniture and appliances, children's multiple activity toys, dolls, and plush toys	205642-00002	United States of America	7/1/2004	78/444982	Registered	10/31/2011
		205642-00014	United States of America	8/20/2001	79/301552	Registered	10/22/2007
		205642-00033	Australia	12/17/1998	718348	Registered	12/17/2006
LEARNINGSMITH	Class 35: Retail and wholesale services in the field of educational material; retail store services in the field of educational material	205642-00054	Canada	9/28/1994	785099	Registered	11/2/2010
		205642-00054	Canada	9/28/1994	785099	Registered	11/2/2010
LEARNINGSMITH	Retail store services in the field of educational material	205642-00054	Canada	9/28/1994	785099	Registered	11/2/2010
		205642-00054	Canada	9/28/1994	785099	Registered	11/2/2010

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Trademark/Service Mark Report

Sorted by Mark and Country

Trademark	Goods/Services	Class	IP Class	Country	Reg. No.	Reg. Date	Reg. Term	Status
LIFT AND LEARN	Class 28: Toys, games, namely puzzles	205942-00114	Small World Toys	United States of America	6/2/2006	78/899819	2/13/2007	3208240
					Registered	Art of Use - 5	2/13/2012	
					Art of Use - 6	2/13/2013		
MUSIC BLOCKS	Class 9: Computer hardware, computer peripheral and computer software for language acquisition Class 28: Children's multiple activity toys	205942-00118	Small World Toys	United States of America	3/30/1998	75/458420	3/5/2002	2545283
					Registered	Art of Use - 6	3/5/2008	
					First Renewal	3/5/2012		
MUSINI	Class 28: Games and playthings; gymnastic and sporting articles	205942-00119	Small World Toys	Australia	5/15/2002	912897	1/11/2002	912997
					Registered	First Renewal	5/15/2012	
					MUSINI	Class 28: Children's games	205942-00121	Small World Toys
Registered	First Renewal	11/27/2013						
MUSINI	Class 28: Toys, games and playthings	205942-00122	Small World Toys	European Community				
					Registered	First Renewal	5/16/2012	

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Trademark/Service Mark Report

Sorted by Mark and Country

Trademark	Goods/Services	Class ID	Country	Registration No.	Priority No.	Registration Date	Priority Date	Status
MUSINI	Class 28: Children's toys and games	205842-00023	Japan	8/5/2002	2002-048350	2/7/2003		Registered
								First Renewal 2/7/2013
MUSINI	Class 28: Children's toys and games	205842-00024	New Zealand	5/18/2002	657233	10/7/2002		Registered
								First Renewal 3/12/2009
NEUROSIMTH	Class 9: Computer hardware and software; computer peripherals; educational hardware and software Class 28: Toys, games and playthings Class 41: Providing educational information via a global computer network; providing an educational newsletter by electronic mail; providing educational seminars, conferences, and workshops; educational services	205842-00025	Australia	2/10/2003	942967	9/28/2003		Registered
								First Renewal 2/10/2013

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Trademark/Service Mark Report

Sorted by Mark and Country

Trademark	Goods/Services	Reg. No.	Class	Country	Reg. Date	Pub. No.	Reg. Date	Status
NEUROSMITH	Computer hardware and software for use in teaching and early childhood development and electronic language learning aids having a voice feature; computer peripherals; computer hardware in the nature of electronic sensors, being integral components of musical toys, for sensing vibrations, sounds or motions and converting them into sound or music patterns; infant toys; push toys; multiple activity toys for children and infants; musical toys; stuffed toy animals; soft sculpture toys; electronic educational games for children for teaching letters, numbers, reading, phonics, math, and musical skills; providing an educational newsletter by electronic mail; providing educational seminars, conferences, and workshops in the field of childhood development and language; providing educational information in the field of childhood development and language via a global computer network	205842-00028	Small World Toys	Canada	2/24/2003	1109117	1/4/2005	Registered First Renewal 1/4/2020
		205842-00027	Small World Toys	China (Peoples Republic)	3/17/2003	3489090	8/28/2004	Registered First Renewal 9/27/2014
		205842-00028	Small World Toys	China (Peoples Republic)	3/27/2003	3489088	8/7/2004	Registered First Renewal 8/6/2014
NEUROSMITH	Class 28: Toys, games, and playthings	205842-00029	Small World Toys	China (Peoples Republic)	3/17/2003	3489089	3/14/2005	Registered First Renewal 3/13/2015

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Trademark/Service Mark Report

Sorted by Mark and Country

Trademark	Goods/Services	Class No.	Mark ID	Country	Reg. No.	Reg. Date	Renewal Date	Status
NEUROSMTM	Class 9: Computer hardware and software; computer peripherals; educational hardware and software; Class 28: Toys, games and playthings;	205942-00030	Small World Toys	European Community	2/7/2003	3043817	8/12/2004	Registered
								First Renewal 2/7/2013
NEUROSMTM	Class 41: Providing educational information via a global computer network; providing an educational newsletter by electronic mail; providing educational seminars, conferences, and workshops; educational services. Class 9: Computer hardware and software; computer peripherals; educational hardware and software; Class 28: Toys, games and playthings	205942-00031	Small World Toys	Japan	3/11/2003	4698719	9/8/2003	Registered
								First Renewal 6/8/2013
NEUROSMTM	Class 9: Computer hardware and software for use in education, language development, mathematics, computer programming; computer software for use in making and playing music; computer peripherals Class 28: Toys, games and playthings	205942-00032	Small World Toys	New Zealand	2/10/2003	673118	9/8/2003	Registered
								First Renewal 2/10/2010
NEUROSMTM	Class 28: Toys, games and playthings	205942-00033	Small World Toys	New Zealand	2/10/2003	673119	8/14/2003	Registered
								First Renewal 2/10/2010

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Trademark/Service Mark Report

Sorted by Mark and Country

Trademark	Goods/Services	Small World Toys	Country	Class	Registration No.	Priority No.	Status
NEUROSMITH	Class 41: Provision of educational information via a global computer network; provision of educational newsletters by electronic mail; provision of educational seminars, conferences and workshops; provision of educational services	Small World Toys	New Zealand	2/10/2003	673120	673120	Registered
				2/13/2003	T03/01890H	T03/01890H	First Renewal 2/13/2013
				2/10/2003	673120	673120	First Renewal 2/10/2010
NEUROSMITH	Class 9: Computer hardware and software; computer peripherals; educational hardware and software	Small World Toys	Singapore	2/13/2003	T03/01892D	T03/01892D	Registered
				2/13/2003	T03/01892D	T03/01892D	First Renewal 2/13/2013
				2/13/2003	T03/01892D	T03/01892D	First Renewal 2/13/2013
NEUROSMITH	Class 28: Toys, games and playthings	Small World Toys	Singapore	2/13/2003	T03/01895I	T03/01895I	Registered
				2/13/2003	T03/01895I	T03/01895I	First Renewal 2/13/2013
				2/13/2003	T03/01895I	T03/01895I	First Renewal 2/13/2013
NEUROSMITH	Class 9: Scientific, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; data processing equipment and computers; computer hardware and computer software; educational hardware and educational software; parts, accessories, components and peripherals	Small World Toys	South Africa	2/27/2003	2003/02285		Pending
				2/27/2003	2003/02285		Status Check - 1/10/2007
				2/27/2003	2003/02285		Cert. of Register

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Trademark/Service Mark Report

Sorted by Mark and Country

Trademark	Goods/Services	DocId	Owner	Country/State	App. No.	App. Date	Reg. No.	Reg. Date	Status
NEUROSAMTH	Class 28: Toys, games, and playthings; gymnastic and sporting articles not included in other classes; goods ancillary or related to the aforementioned	205842-00039	Small World Toys	South Africa	2003/02286	2/7/2003			Pending Status Check - 11/8/2007 Cert. of Regist
NEUROSAMTH	Class 41: Educational services, information relating to education provided on-line from a computer database or a global computer network or the Internet; information relating to education also provided via electronic mail in the format of educational newsletters, providing educational seminars, conferences, workshops and any other educational group meetings and discussions; providing of training; providing on-line electronic publications (not downloadable); journals on-line; services ancillary or related to the aforementioned	205842-00040	Small World Toys	South Africa	2003/02287	2/7/2003			Pending Status Check - 11/8/2007 Cert. of Regist
NEUROSAMTH	Class 9: Computer hardware and software; computer peripherals; educational hardware and software	205842-00041	Small World Toys	Switzerland	00771/2003	2/7/2003	509631	4/23/2003	Registered First Renewal 2/7/2013
NEUROSAMTH	Class 41: Providing educational information via a global computer network; providing an educational newsletter by electronic newsletter by electronic mail; providing educational seminars, conferences, and workshops; educational services	205842-00042	Small World Toys	Taiwan	092007333	2/7/2003	1088227	3/1/2004	Registered First Renewal 2/28/2014
NEUROSAMTH	Class 9: Computer hardware and software; computers; computer hardware and software for use in field of children's education	205842-00042	Small World Toys	Taiwan	092007333	2/7/2003	1088227	3/1/2004	Registered First Renewal 2/28/2014

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Trademark/Service Mark Report

Sorted by Mark and Country

Trademark/Service Mark	Goods/Services	Class	Small World Toys	Country	Reg. No.	Reg. Date	Reg. Status
NEUROSAMTH	Class 28: Toys, plush toys, musical toys, electronic games (not adapted for use with television), balls for games, balls for games (small), building blocks, building games, rattles (playthings), transforming toys for children, talking toys, infant toys, children's multiple activity toys, children's manipulative toys	205842-00043	Small World Toys	Taiwan	0922007334	12/1/2003	Registered First Renewal 11/30/2013
		Class 41: Providing educational information via a global computer network; providing educational seminars, conferences, and workshops; distributing educational materials; instruction of knowledge or technology; education information; educational demonstrations	Small World Toys	Taiwan	0922007335	12/1/2003	Registered First Renewal 11/30/2013
NEUROSAMTH	Class 9: Educational computer software for use in teaching and early childhood development and electronic language learning aids having a voice feature	205842-00045	Small World Toys	United States of America	10/28/1987	1/23/2001	Registered First Renewal 7/23/2007
		Class 28: Educational toys, namely, toys for early childhood development	Small World Toys	United States of America	75/380477	24/23/83	Registered First Renewal 1/23/2011
PET ME PLATYPUS	Class 41: Providing information for parents concerning early childhood development at a website on a global computer network; providing a newsletter concerning early childhood development; via electronic mail	205842-00046	Small World Toys	United States of America	3/14/2003	6/13/2006	Registered First Renewal 6/13/2018
		Class 28: Toys and games, namely, plush toys, musical toys, infant toys, children's soft sculpture toys and stuffed toys	Small World Toys	United States of America	78/497493	3104335	Registered First Renewal 6/13/2011

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Trademark/Service Mark Report


Sorted by Mark and Country

Trademark/Service Mark	Goods/Services	Doctype/ID	Country/State	App. Date/No.	Reg. Date/No.	Status
21 - PHONICS BLOCKS	Class 9: Computer hardware, computer peripheral and computer software for language acquisition.	205942-00047 Small World Toys	United States of America	4/7/01/998 75/465684	9/4/2001 2485558	Registered Afr of Use - 6 Year First Renewal 9/4/2011
	Class 28: Children's multiple activity toys					
22 - PLAY PATTERNS DESIGNED TO EXPAND THE MIND!	Class 28: Children's electronic learning toys that play music; namely melody wrist bands, toys, musical blocks, plush activity toys, sing-along book, crib toys, and infant toys	205942-00113 Small World Toys	United States of America	6/2/2006 78/899820		Pending Status Check - 11/2/2007 Notice of Pub
23 - PUZZLIBILITIES	Class 28: Toys and games, namely, jigsaw puzzles and manipulatives puzzles	205942-00071 Small World Toys	United States of America	7/15/1999 75/752174	6/6/2000 2355202	Registered First Renewal 6/6/2010
24 - RYAN'S ROOM	Class 28: Toys, games, playthings, playing balls; body-training apparatus; gloves for games; Christmas trees (Ornaments for) [except illumination articles and confetti/foam]; tackle (fishing); physical exercises (machines for)	205942-00108 Small World Toys	China (Peoples Republic)	4/7/2006 5272479		Pending Status Check - 8/8/2007 Foreign Atty
	Class 28: Toys, games, and playthings, namely dollhouses; dollhouse furniture; dollhouse vehicles; dollhouse accessories; toy furniture and accessories; children's soft sculpture dolls and accessories; soft sculpture toys and accessories; children's costumes and accessories; wood sculpture toys and accessories; children's play mat and accessories; children's toy figures and accessories	205942-00112 Small World Toys	United States of America	5/11/2006 78/881982		Published Status Check - 10/10/2007 MOA or Reg Cert

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Trademark/Service Mark Report

Sorted by Mark and Country

Trademark/Service Mark	Goods/Services	Docket ID: Owner	Country/State	App. Date: App. No.	Reg. Date: Reg. No.	Status
	Class 20: Book cases. Class 28: Toys, games, and playthings, namely, wood dollhouse basement, wood dollhouse garage, decorating kit for wood dollhouses, furniture and accessories, wood dollhouse deck, wood dollhouse balcony and entry, wood dollhouse living room set, wood dollhouse bathroom set, wood dollhouse kitchen set, wood dollhouse utility set, wood dollhouse home gym, wood dollhouse nursery, wood dollhouse master bedroom set, wood dollhouse children's bedroom, wood dollhouse garden and tool set, wood dollhouse patio set, wood dollhouse playground set, wood fabric doll figures, wood pet set for wood dollhouse, wood convertible accessory for wood dollhouse car, wood Noah's Ark with animals and figures, wood matching memory game, wood ring stacker, wood push-along cart, wood rolling slope with triangle pieces, wood push-along parrot, wood push-along mouse, wood bead maze, wood push-pull, wood bead maze on tracker, wood mosaic blocks, wood activity box, wood ladybug laser, wood self-correcting matching bugs, wood geometric pegs, wood easel, wood play set, nylon play tennis, nylon clubhouse, nylon terrace, and nylon crawl-through tube	205842-00072 Small World Toys	United States of America	5/3/2002 781403504	5/27/2003 2,718,922	Registered Att of Use - 5 6/8/2009 Att of Use - 6 6/8/2010 First Renewal 6/8/2014
		205842-00073 Small World Toys	United States of America	5/3/2002 781403507	5/27/2003 2,718,922	Registered Att of Use - 5 6/27/2008 Att of Use - 6 5/27/2009 First Renewal 5/27/2013



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Trademark/Service Mark Report

Sorted by Mark and Country

Trademark	Goods/Services	Class	Serial No.	Country	Registration No.	Registration Date	Status
SCUSHIES	Class 20: Stuffed animals (not toys) and pillows Class 28: Stuffed toy animals	20/28	3048099 Small World Toys	United States of America	11/22/2004 78/621545	1/24/2008 3048099	Registered Aft of Use - 5 Year 1/24/2011 Aft of Use - 6 Year 1/24/2012 Final Renewal 1/24/2016

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Trademark/Service Mark Report

Sorted by Mark and Country

Trademark	Good/Services	Registered ID	Country	Date of Registration	Status
SMALL WORLD KIDS	Toys, games, playthings and sporting goods, namely, infant toys; sand toys; toy musical instruments; toy vehicles; ride-on toys; plastic garage with free wheeled vehicles; ball pounders, namely, toys featuring balls to be hit through holes in the toys; vehicle, animal and farm sound blocks, namely, toy blocks with sound device; math keyboards, namely, plastic toys featuring buttons with mathematical equations which, when pressed, reveal the answer to the mathematical equation; shape sorters, namely, toys in the form of three dimensional puzzles, regular or irregular shaped puzzles, and spherical puzzles into which the user places geometric shaped puzzle pieces into the corresponding shape on the puzzle; musical and sound playmats, namely, floor playmats containing audio and visual effects responsive to the user's interaction with the playmat; plastic fire engines with toy figures; beach balls; wood magnifiers, namely, toy magnifying glasses; toy wood butterfly shaped castanets; electronic toy automatic letter machines; toy plastic automatic letter machines; electronic plastic toy safe; electronic plastic toy video cameras with security pad; plastic toy cameras; plastic play money; toy checkbooks; plastic toy cash registers with bar code scanners; plastic toy laptops; remote control plastic vehicles; soft stuffed dolls; plastic toy lawnmowers; soft vinyl blocks; toy plastic moving gears, namely, plastic toys featuring interlocking pieces which move, light up, play sound when the toy is turned on; inflatable globe balls; plastic bug jars, namely, toy plastic jars containing plastic spiders/bugs; toy nets used to catch butterflies, fish, spiders, bugs, frogs, and other small animals/creatures; toy wood containers used to house butterflies, spiders, bugs, frogs, and other small animals/creatures; soft vinyl ducks; soft vinyl bats; soft vinyl animals; plastic toy swords; plastic toy	20942-00087 Small World Toys	Canada	2/11/2005 1249824	Published At of Use 2/11/2006

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Trademark/Service Mark Report

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Trademark/Service Mark	Goods/Services	Class	Applicant	Country	Priority	Registration No.	Status
SMALL WORLD KIDS	helmets and breastplates; plastic toy shaving accessories, namely, toy shaving kit featuring plastic toy electric shaver, razor, razor handle, razor blades, blades holder, mirror, comb, nail clipper, after shave bottle with cap, shaving cream brush and cup; foam covered balls; foam covered balls; foam covered paddles; foam covered toy swords; toy stethoscopes; wood alphabet blocks; wood number blocks; hand-powered toy flashlights; plastic toy king grids; toy money calculators; marble games; plastic toy vending machines; and toy musical key chains	Class 28: Toys, games, playthings, playing balls; body-wrapping apparatus; gloves for games; Christmas trees (ornaments for) (except illumination articles and connectors); tackle (fishing); physical exercises (machines for)	200602-00107 Small World Toys	China (People's Republic)	4/7/2006	5272480	Pending Status Check - 8/6/2007 Foreign Atty

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Trademark/Service Mark Report

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Trademark	Good/Service	Small World Toys	European Community	2/24/2005	2/21/2006	Registered First Renewal 2/24/2015
SMALL WORLD KIDS	Class 9: Photographic, cinematographic, optical, signaling, life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching transforming, accumulating, regulating or controlling electricity; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs, automatic vending machines and mechanisms for coin-operated apparatus; cash registers; calculating machines; data processing equipment and computers; computer software, video and audio recordings in the field of children's entertainment, musical video recordings, musical sound recordings, children's educational software, computer games software, video game software, microchips, digital audio recorders, electronic calculators, walkie-talkies, goggles for sports, and bicycle helmets	208842-00088		004308185	4308185	
	Class 10: Medical apparatus and instruments; orthopedic articles; suture materials; teething rings and teething toys, pacifiers, and baby bottles and bottle nipples					
	Class 16: Paper, cardboard and goods made from these materials, not included in other classes; printed matter, bookbinding material; photographs, stationery, adhesives for stationery or household purposes; artists' materials; paint brushes; instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); baby and children's books, children's activity books, coloring books, scrap books, book covers, binders, folders, magnetic boards, flash cards, maps, globes, calendars, posters, stickers, decals, temporary tattoos, crayons, chalk, pencils, pens, pen or pencil boxes, pencil sharpeners, stencils, straight edges, craft paper, rubber stamps, stamp pads, painting sets					

LOEB&LOEB LLP

Trademark/Service Mark Report

Sorted by Mark and Country

Trademark	Goods/Services	Reg. No.	Class	Country	Status
	<p>for children, and modeling clay for children</p> <p>Class 28: Toys, games, playthings, sporting equipment, gymnastic and sporting articles not included in other classes; decorations for Christmas trees</p>				

LOEB & LOEB LLP

Trademark/Service Mark Report


Sorted by Mark and Country

Trademark	Goods/Services	Registration ID	Country	Registration Date	Serial Number	Status
SMALL WORLD KIDS	<p>Class 10: Teething devices, namely, soft hand-held teethers with and without music for use by babies</p> <p>Class 28: Toys, games, playthings and sporting goods, namely, infant toys, sand toys; toy musical instruments; toy vehicles; ride-on toys; plastic garage with free wheeling vehicles; ball pounders, namely, toys featuring balls to be hit through holes in the toys; vehicle, animal and farm sound blocks; namely, toy blocks with sound devices; math keyboards, namely, plastic toys featuring buttons with mathematical equations which, when pressed, reveal the answer to the mathematical equation; shape sorters, namely, toys in the form of three dimensional puzzles, regular or irregular shaped puzzles, and spherical puzzles into which the user places geometric shaped puzzle pieces into the corresponding shape on the puzzle; musical and sound playmats, namely, floor playmats containing audio and visual effects responsive to the user's interaction with the playmat; plastic fire engines with toy figures; beach balls; wood magnifiers, namely, toy magnifying glasses; toy wood butterfly shaped castanets; electronic toy automatic teller machines; toy plastic automatic teller machines; electronic plastic toy safe; electronic plastic toy video cameras with security pad; plastic toy cameras; plastic play money; toy checkbooks; plastic toy cash registers with bar code scanners; plastic toy laptops; remote control plastic vehicles; soft stuffed dolls; plastic toy lawnmowers; soft whiff blocks; toy plastic moving gears, namely, plastic toys featuring interlocking pieces which move, light up and play sound when the toy is turned on; inflatable globe balls; plastic bug jars, namely, toy plastic jars containing plastic spiders, bees, ladybugs, bugs, frogs, and other insects.</p>	2004-00074	United States of America	9/8/2002	2995527	<p>Registered</p> <p>Att of Use - 5 6/13/2010</p> <p>Att of Use - 6 9/13/2011</p> <p>First Renewal 9/13/2015</p>

LOEB & LOEB LLP

Trademark/Service Mark Report

Sorted by Mark and Country

Trademark/Service	Class/Service	Registration No.	Country	Effective Date	Status
 <p>smallworldkids</p>	<p>animals/creatures; toy wood containers used to house butterflies, spiders, bugs, frogs, and other small animals/creatures; soft vinyl ducks; soft vinyl bats; soft vinyl animals; plastic toy swords; plastic toy helmets and breastplates; plastic toy shaving accessories, namely, toy shaving kit featuring plastic toy electric shaver, razor, razor handle, razor blade, blade holder, mirror, comb, nail clipper, after shave bottle with cap, shaving cream brush and cup; foam covered bats; foam covered balls; foam covered paddles; foam covered toy swords; toy stethoscopes; wood alphabet blocks; wood number blocks; hand-powered toy flashlights; fabric play parachutes; plastic toy BBC grille; toy money calculators; marble games; plastic toy vending machines; and toy musical key chains</p>	200642-0006	United States of America	1/11/2005 78/545933	<p>Allowed</p> <p>Statement of Use 10/17/2007 1st Extension</p> <p>Statement of Use 4/17/2008 2nd Extension</p> <p>Statement of Use 10/17/2008 3rd Extension</p> <p>Statement of Use 4/17/2009 4th Extension</p> <p>Statement of Use 10/17/2009 5th Extension</p> <p>Statement of Use 4/17/2010 Final</p>

LOEB & LOEB LLP

Trademark/Service Mark Report

Sorted by Mark and Country

Trademark	Goods/Services	Trademark ID:	Country	Registration No.	Registration Date	First Renewal	Status
SMALL WORLD LIVING	Class 28: Toys, games, playthings namely, toy furniture, toy appliances, tool gifts, toy kitchenware and utensils, toy household items, toy tea sets, toy food and groceries, toy calculators, toy tools, tool boxes, and tool benches, and toy shopping carts	205842-00083 Small World Toys	United States of America	785541449	4/17/2007	3/14/2015	Registered All of Use - 5 Year 4/17/2012 All of Use - 6 Year 4/17/2013 First Renewal 4/17/2017
SMALL WORLD TOYS	Class 9: Video and audio recordings in the field of children's entertainment, musical video recordings, musical sound recordings, children's educational software, computer game software, video game software, microchips, digital audio recorders, electronic calculators, walkie-talkies, goggles for sports, and bicycle helmets Class 10: Teething rings and teething toys, pacifiers, and baby bottles and bottle nipples Class 28: Toys, games, playthings, and sporting equipment	205842-00083 Small World Toys	Australia	1045905	3/14/2005	3/14/2015	Registered First Renewal 3/14/2015

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LOEB & LOEB LLP

Trademark/Service Mark Report

Sorted by Mark and Country

Trademark	Goods/Services	Small ID	Country	2/17/2005	1247671	Status
SMALL WORLD TOYS	Toys, games and playthings, namely, dolls, doll house furniture, trains, stuffed toys, kites, airplanes, mechanical toys, battery-operated toys, plastic and vinyl toys, wooden toys, felt toys, magnetic toys, latex squeeze toys, wind-up powered toys, remote control toys, musical toys and instruments, toy clocks, toy weaving looms, toy abacuses, toy cars and boats, tops, steam engine models, microscopes, telescopes, kaleidoscopes, inflatable toys, swim fins, swim masks, snorkels, water squirting toys, balls, toy balls and shovels, toy eggs, rattles, toy ... nests, toy tea sets, balloon paste used to make balloons or plastic bubbles, bubble wand and solution for bubbles, toy apparatus for temporarily receiving written impressions, equipment sold as a unit for playing electronic games, clay modeling kits for hobby craft use, kits of beads for assembly into toy jewelry, kits consisting of playboards and vinyl die-cut figures, baby's and children's multiple activity toys, toy bulkings, science kits, hobby craft kits consisting of wood or plastic for assembling into toys and equipment sold as a unit for playing dominoes, backgammon, rummy, chess and checkers	205942-00081 Small World Toys	Canada	4/7/2006	5272481	Pending Status Check - 8/26/2007 Notice of Pub Att of Use 2/17/2008
SMALL WORLD TOYS	Class 28: Toys, games, playthings, playing belts; body-training apparatus; gloves for games; Christmas trees (ornaments for) [except illumination articles and connectors]; tackle (fishing); physical exercises (machines for)	205942-00106 Small World Toys	China (Peoples Republic)	4/7/2006	5272481	Pending Status Check - 8/6/2007 Foreign Adv

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Trademark/Service Mark Report

Sorted by Mark and Country

Trademark/Service Mark	Goods/Services	Class ID	Small World Toys	European Community	2/24/2005	4/20/2006	Status
SMALL WORLD TOYS	Class 9: Photographic, cinematographic, optical, signaling, life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs, automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines; data processing equipment and computers; computer software, video and audio recordings in the field of children's entertainment; musical video recordings; musical sound recordings; children's educational software, computer game software, video game software, microchips, digital audio recorders, electronic calculators, walkie-talkies, goggles for sports, and bicycle helmets	2006-02-00069	Small World Toys	European Community	4308227	4308227	Registered Free Renewal 2/24/2015
	Class 10: Medical apparatus and instruments; orthopedic articles; suture materials; teething rings and teething boys, pacifiers, and baby bottles and bottle nipples						
	Class 16: Paper, card-board and goods made from these materials, not included in other classes; printed matter, bookbinding material; photographs, stationery, adhesives for stationery or household purposes; artists' materials; paint brushes; instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); baby and children's books, children's activity books, colouring books, story books, book covers, binders, folders, magnetic boards, flash cards, maps, globes, calendars, posters, stickers, decals, temporary tattoos, crayons, chalk, pencils, pens, pen or pencil boxes, pencils, sharpeners, stencils, straight edges, craft paper, rubber stamps, stamp pads, stinking sets						

LOEB&LOEB LLP

Trademark/Service Mark Report

Sorted by Mark and Country

Goods/Services	Class ID	Country	Appl. No.	Appl. Date	Status
<p>SMALL WORLD TOYS</p> <p>Class 9: Apparatus for recording, transmission or reproduction of sound or images; video and audio recordings in the field of children's entertainment; musical video recordings; musical sound recordings; children's educational software; computer game software; video game software; microphones; digital audio recorders; electronic calculators; walkie-talkies; goggles for sports; and bicycle helmets</p> <p>Class 10: Teething rings and teething toys, pacifiers, and baby bottles and bottle nipples</p> <p>Class 16: Printed matter and publications; baby and children's books; children's activity books; coloring books; scrap books; book covers; binders; folders; magnetic boards; flash cards; maps; globes; calendars; posters; stickers; decals; temporary tattoos; crayons; chalk; pencils; pens; pen or pencil boxes; pencil sharpeners; stencils; straight edges; craft paper; rubber stamps; stamp pads; painting sets for children; and modeling clay for children</p> <p>Class 28: Toys, games, playthings, and sporting equipment</p>	205942-00095 Small World Toys	New Zealand	3/14/2005 729834		Pending Status Check - 9/6/2007 Notice of Pub

LOEB & LOEB LLP

Trademark/Service Mark Report

Sorted by Mark and Country

Trademark	Goods/Services	Registration No.	Country	Issue Date	Expiry Date	Status
SMALL WORLD TOYS	Class 28: Toys, games and playthings, namely, dolls; doll house furniture, stuffed toys, airplanes, mechanical toys, battery-operated toys, plastic and vinyl toys, wooden toys, felt toys, magnetic toys, latex squeeze toys, wind-up powered toys, remote control toys, musical toys and instruments; toy clocks; toy abacuses; toy cars and boats; tops; telescopes; kaleidoscopes; inflatable toys; water squirting toys; balls; toy palis and snows; toy eggs, rattles, toy animals; toy tea sets; balloon paste used to make balloons or plastic bubbles; bubble wand and solution for bubbles; toy apparatus for temporarily receiving written impressions; equipment sold as a unit for playing electronic games; clay modeling kits for hobby craft use; kits consisting of playboards and vinyl die-cut figures; baby's and children's multiple activity toys; toy building sets; science kits; hobby craft kits consisting of wood or plastic for assembling into toys and equipment sold as a unit for playing dominoes, backgammon, rummy, chess and checkers.	20842-00077	United States of America	11/29/1984 73/510829	2/18/1986 1383504	Registered Next Renewal 2/18/2018
		20842-00078	United States of America	9/29/1980 73/279564	2/21/1984 1,268,062	Registered Next Renewal 2/21/2014
SUITCASE SCIENCE	Class 28: Toys and playthings, namely, hobby craft kits consisting primarily of plastic parts for assembling into toys.	20842-00079	United States of America	1/3/1983 73/408011	4/17/1984 1,274,422	Registered Next Renewal 4/17/2014
		Small World Toys				



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LOEB & LOEB LLP

Trademark/Service Mark Report

Sorted by Mark and Country

Trademark	Goods/Services	IP	Country	Registration No.	Registration Date	Priority No.	Priority Date	Status
SUNSHINE SYMPHONY	Class 28: Push toy that plays a selection of classical music	200942-00048 Small World Toys	United States of America	78044454	1/23/2001	2,807,383	1/20/2004	Registered All of Use - 5 Year 1/20/2009
SW EXPRESS	Class 9: Video and audio recordings in the field of children's entertainment, musical video recordings, musical sound recordings, children's educational software, computer game software, video game software, microchimes, digital audio recorders, electronic calculators, walkie-talkies, goggles for sports, and bicycle helmets; magnetic boards Class 10: Teething rings and teething toys, pacifiers, and baby bottles and bottle nipples Class 16: Baby and children's books, children's activity books, coloring books, scrap books, book covers, binders, folders, flash cards, maps, globes, calendars, posters, stickers, decals, temporary tattoos, crayons, chalk, pencils, pens, pen or pencil boxes, pencil sharpeners, stencils, straight edges, craft paper, rubber stamps, stamp pads, painting sets for children, and modeling clay for children Class 28: Toys, games, playthings, and sporting equipment	200942-00094 Small World Toys	Australia	3714/2006 1045906	3/14/2006	1045906	10/24/2005	Registered All of Use - 6 Year 1/20/2010 First Renewal 1/20/2014
								Registered All of Use - 5 Year 3/14/2015

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LOEB & LOEB LLP

Trademark/Service Mark Report

Sorted by Mark and Country

Trademark/Service Mark	Goods/Services	Doctel ID/Owner	Country/State	App. No./App. Date	Reg. No./Reg. Date	Status
SW EXPRESS	Toys, games, playthings, and sporting equipment, namely infant toys, children's developmental toys, toy block sets, play cubes, pull toys, push toys, wind-up toys, bath toys, mechanical toys, musical and sound toys, shape sorter puzzles, manipulative puzzles and toys, ball and peg pounders, electrical action toys, toy figures, toy animals, toy vehicles, namely boats, submarines, airplanes, helicopters, and rockets, toy buildings, toy furniture, appliances, and household items, toy musical instruments, toy banks, children's multiple activity toys, imaginative play toys, toy science and nature sets, toy bag magnifying jars, dolls, plush toys, kites, jump ropes, scooters, water squirting toys, toy weapons, toy sporting equipment, mechanical string re-ell action toys, rubber action balls, sports balls, beach balls, flying discs, inflatable toys, bubble making wand and section sets, action skill games, card games, jigsaw puzzles, children's party games, target games, board games, party favors in the nature of small toys, toy jacks, and hoop bags	205942-00092 Small World Toys	Canada	3/18/2005 1250847		Published Status Check - 6/12/2007 US Reg. Att of Use 3/18/2008

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Trademark/Service Mark Report

Sorted by Mark and Country

Trademark:

SW EXPRESS

Goods/Services	Docket ID	Country/Class	App. Date	Reg. Date	Status
Class 9: Photographic, cinematographic, optical, signaling, life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs, automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines; data processing equipment and computers; computer software, video and audio recordings in the field of children's entertainment; musical video recordings; musical sound recordings; children's educational software, computer game software, video game software, microphones, digital audio recorders, electronic calculators, walkie-talkies, goggles for sports, and bicycle helmets	205842-00090 Small World Toys	European Community	2/24/2005 4308573	5/24/2006 4308573	Registered First Renewal 2/24/2015
Class 10: Medical apparatus and instruments; orthopedic articles; suture materials; teaching rings and teaching toys, pacifiers, and baby bottles and bottle nipples					
Class 16: Paper, cardboard and goods made from these materials, not included in other classes; printed matter for children; printed matter (except newspapers); bookbinding material; photographs, stationery, adhesives for stationery or household purposes; artists' materials; paint brushes; instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); baby and children's books; children's activity books, colouring books, scrap books, book covers, binders, folders, magnetic boards, flash cards, maps, globes, calendars, posters, stickers, decals, temporary tattoos, crayons, chalk, pencils, pens, pen or pencil boxes, pencil sharpeners, stencils,					

LOEB & LOEB LLP

Trademark/Service Mark Report

Sorted by Mark and Country

Trademark	Goods/Services	Registration ID	Country	Registration Date	Expiration Date	Status
SW EXPRESS	<p>Class 9: Apparatus for recording, transmission or reproduction of sound or images; video and audio recordings in the field of children's entertainment; musical video recordings; musical sound recordings; children's educational software; computer game software; video game software; microphones; digital audio recorders; electronic calculators; walkie-talkies; goggles for sports; and bicycle helmets</p> <p>Class 10: Teething rings and teething toys, pacifiers, and baby bottles and bottle nipples</p> <p>Class 16: Printed matter and publications; baby and children's books; children's activity books; coloring books; scrap books; book covers; binders; folders; magnetic boards; flash cards; maps; globes; calendars; portraits; stickers; decals; temporary tattoos; crayons; chalk; pencils; pens; pen or pencil boxes; pencil sharpeners; stencils; straight edges; craft paper; rubber stamps; stamp pads; painting sets for children; and modelling clay for children</p> <p>Class 28: Toys, games; playthings; and sporting equipment</p>	20842-00398	New Zealand	3/14/2005	9/15/2005	Registered First Renewal 3/14/2015
		Small World Toys		729836	729835	

LOEB & LOEB LLP

Trademark/Service Mark Report

Sorted by Mark and Country

Trademark/Service	Class	Registration ID	Country	Issue Date	Expiration Date	Status
SW EXPRESS	Class 35: Wholesale distribution services in the field of toys, games, and playthings	205642-0003	United States of America	7/16/2004	5/30/2006	Registered
		Small World Toys	78/452271	3099155	5/30/2011	Art of Use - 5 Year
SW EXPRESS	Class 28: Toys, games, playthings, and sporting equipment, namely, silent toys, children's developmental toys, toy block sets, play cubes, pull toys, push toys, wind-up toys, bath toys, mechanical toys, musical and sound toys, shape sorter puzzles, manipulative puzzles and toys, ball and peg pounders, electrical action toys, toy figures, toy animals, toy vehicles, boats, submarines, airplanes, helicopters, and rockets, toy buildings, toy furniture, appliances, and household items, toy musical instruments, toy banks, children's multiple activity toys, imaginative play toys, toy science and nature sets, toy bug magnifying jars, dolls, plush toys, kites, jump ropes, scooters, water squirting toys, toy weapons, toy sporting equipment, yo-yos, rubber action balls, sports balls, beach balls, flying discs, inflatable toys, bubble making wand and solution sets, action skill games, card games, jigsaw puzzles, children's party games, target games, board games, party favors in the nature of small toys, toy jacks, hoop bags, and beach toys	205642-0007	United States of America	3/4/2005		Allowed
		Small World Toys	78/589843			Statement of Use 9/12/2007 2nd Extension Statement of Use 3/12/2008 3rd Extension Statement of Use 9/12/2008 4th Extension Statement of Use 3/12/2009 5th Extension Statement of Use 9/12/2009 Final


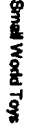
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LOEB & LOEB LLP

Trademark/Service Mark Report

Sorted by Mark and Country

Trademark/Service Mark	Class(es)	Mark	Country	Serial No.	Registration No.	Registration Status				
	Class 28: Toys, games, playthings, and sporting equipment, namely infant toys, children's developmental toys, toy block sets, pull toys, push toys, wind-up toys, bath toys, mechanical toys, musical toys, shape sorter puzzles, manipulative puzzles, ball and peg pounders for motor skill development, electrical action toys, toy figures, toy animals, toy vehicles, namely, toy cars, trucks, bulldozers, construction shovels, boats, submarines, airplanes, helicopters, and rockets, toy buildings, toy furniture, toy household appliances, toy musical instruments, namely violins, guitars, and saxophones, toy banks, children's multiple activity toys, toy bug magnifying jers for collecting and viewing insects, dolls, push toys, kites, jump ropes, toy scooters, water squirting toys, toy weapons, toy sporting equipment, namely indoor basketball sets and toy ball and ball sets, yo-yos, rubber action balls, sports balls, beach balls, flying discs, inflatable toys, bubble making wand and solution sets, action skill games, card games, jigsaw puzzles, children's party games, target games, board games, party favors in the nature of small toys, toy jacks, hop bags, and hunch toys, namely shovels, rakes, scoops, funnels, buckets, shovels, sand molds, and sand whisks.		United States of America	79/545944	5/10/2005	Allowed Statement of Use 9/28/2007 2nd Extension Statement of Use 3/28/2008 3rd Extension Statement of Use 9/28/2008 4th Extension Statement of Use 3/28/2009 5th Extension Statement of Use 9/28/2009 Final				
						Registered Att of Use - 8 5/10/2010 Year Att of Use - 6 5/10/2011 Year Final Renewal 5/10/2015				
						205942-0000 Small World Toys	United States of America	78/580869	2950687	Registered Att of Use - 8 5/10/2010 Year Att of Use - 6 5/10/2011 Year Final Renewal 5/10/2015
						Class 28: Toys, namely inflatable play balls	United States of America	78/580869	2950687	Registered Att of Use - 8 5/10/2010 Year Att of Use - 6 5/10/2011 Year Final Renewal 5/10/2015
						Class 28: Toys, games, playthings, and sporting equipment, namely infant toys, children's developmental toys, toy block sets, pull toys, push toys, wind-up toys, bath toys, mechanical toys, musical toys, shape sorter puzzles, manipulative puzzles, ball and peg pounders for motor skill development, electrical action toys, toy figures, toy animals, toy vehicles, namely, toy cars, trucks, bulldozers, construction shovels, boats, submarines, airplanes, helicopters, and rockets, toy buildings, toy furniture, toy household appliances, toy musical instruments, namely violins, guitars, and saxophones, toy banks, children's multiple activity toys, toy bug magnifying jers for collecting and viewing insects, dolls, push toys, kites, jump ropes, toy scooters, water squirting toys, toy weapons, toy sporting equipment, namely indoor basketball sets and toy ball and ball sets, yo-yos, rubber action balls, sports balls, beach balls, flying discs, inflatable toys, bubble making wand and solution sets, action skill games, card games, jigsaw puzzles, children's party games, target games, board games, party favors in the nature of small toys, toy jacks, hop bags, and hunch toys, namely shovels, rakes, scoops, funnels, buckets, shovels, sand molds, and sand whisks.	United States of America	78/580869	2950687	Registered Att of Use - 8 5/10/2010 Year Att of Use - 6 5/10/2011 Year Final Renewal 5/10/2015
						Class 28: Toys, games, playthings, and sporting equipment, namely infant toys, children's developmental toys, toy block sets, pull toys, push toys, wind-up toys, bath toys, mechanical toys, musical toys, shape sorter puzzles, manipulative puzzles, ball and peg pounders for motor skill development, electrical action toys, toy figures, toy animals, toy vehicles, namely, toy cars, trucks, bulldozers, construction shovels, boats, submarines, airplanes, helicopters, and rockets, toy buildings, toy furniture, toy household appliances, toy musical instruments, namely violins, guitars, and saxophones, toy banks, children's multiple activity toys, toy bug magnifying jers for collecting and viewing insects, dolls, push toys, kites, jump ropes, toy scooters, water squirting toys, toy weapons, toy sporting equipment, namely indoor basketball sets and toy ball and ball sets, yo-yos, rubber action balls, sports balls, beach balls, flying discs, inflatable toys, bubble making wand and solution sets, action skill games, card games, jigsaw puzzles, children's party games, target games, board games, party favors in the nature of small toys, toy jacks, hop bags, and hunch toys, namely shovels, rakes, scoops, funnels, buckets, shovels, sand molds, and sand whisks.	United States of America	78/580869	2950687	Registered Att of Use - 8 5/10/2010 Year Att of Use - 6 5/10/2011 Year Final Renewal 5/10/2015

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LOEB & LOEB LLP

Trademark/Service Mark Report

Sorted by Mark and Country

Trademark:	Goods/Services:	Docket ID: Owner:	Country/State:	App. Date: App. No.:	Reg. Date: Reg. No.:	Status:
39 - TOGETHER TUNES	Class 28: Infant toys; children's multiple activity toys; musical toys	205842-00050 Small World Toys	United States of America	3/14/2003 76/497490	7/11/2006 3114890	Registered
						Att of Use - 5 Year 7/11/2011
40 - TOUCH 'N' SMG	Class 28: Toys, games, and playthings, namely infant toys, infant developmental toys, musical toys, musical toy blocks, musical toy blocks with manipulative features, toy blocks with sounds, toy blocks with sounds and manipulative features, toy blocks with sounds and music, and toy blocks with sounds and music and manipulative features	205842-00051 Small World Toys	United States of America	12/8/2003 76/566213	4/11/2006 3080175	Registered
						Att of Use - 5 Year 4/11/2011
41 - WHERE LEARNING AND IMAGINATION COME TO PLAY	Class 26: Toys, games, and playthings, namely dollhouses; (trillhouse furniture; dollhouse vehicles; dollhouse accessories; toy furniture and accessories; children's soft sculpture dolls and accessories; soft sculpture toys and accessories; children's costumes and accessories; wood sculpture toys and accessories; children's play mat and accessories; children's toy figures and accessories	205842-00108 Small World Toys	United States of America	4/5/2006 79/855131	4/16/2002 2,561,668	Pending
						Office Action Response Due 11/24/2007
42 - YOU, ME & TEA	Class 28: Toy tea sets consisting primarily of teapots, lids, creamers, sugar bowls, cups, plates, with or without toy wicker baskets	205842-00082 Small World Toys	United States of America	4/23/2001 76/245146	4/16/2002 2,561,668	Registered
						Att of Use - 6 Year 4/16/2008
						First Renewal 4/16/2012

Sim World
 Trademark
 on the book "The Little Linguist"
 published by Little World Toys, Inc.
 September 1, 2007

Mark	Country	Reg. No.	Reg. Date	Status	Current Owner	Legal Description
SO UNDS WILD (and Design)	U.S.A.	2,31106 (75814665)	07/20/1999	Registered	Small World Toys	Small World Toys, Inc. from Massachusetts
LITTLE LINGUIST	U.S.A.	242376 (75458875)	01/23/00 (03/3/01998)	Registered	Small World Toys	Small World Toys, Inc. from Massachusetts

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SCHEDULE III
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
See attached schedule			

2. COPYRIGHT APPLICATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Date</u>
None		

3. COPYRIGHT LICENSES

<u>Grantor</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Exclusivity</u>	<u>Type of License</u>
See attached schedule					

Schedule III(I) : Copyright Registrations

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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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

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

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

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

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, 2005	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

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

Schedule III (III): Copyright Licenses

See attached Exhibit

Small World Toys, the operating assets of which SWT Acquisition, LLC is acquiring, was in breach of all its licensing agreements. To the extent these licenses were validly assigned to and assumed by SWT Acquisition pursuant to the sale order entered on October 5, 2007, SWT Acquisition LLC would have the respective license rights set forth in such assigned and assumed licenses, and subject to the terms and conditions thereof.

SCHEDULE I

TRADEMARK REGISTRATIONS

<u>GRANTOR</u>	<u>REG. NO.</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REG. DATE</u>
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[See attached schedule] [None.]

TRADEMARK APPLICATIONS

<u>GRANTOR</u>	<u>SER. NO.</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>FILING DATE</u>
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[See attached schedule] [None.]

SCHEDULE II

COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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[See attached schedule] [None.]

COPYRIGHT APPLICATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Date</u>
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[See attached schedule] [None.]