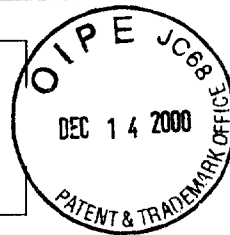


12-28-2000



101565144



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

MLD
12.14.00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
TRADEMARK

REEL: 002202 FRAME: 0712

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="74/178,500"/>	<input type="text" value="76/155,400"/>	<input type="text" value="75/307,963"/>
<input type="text" value="74/611,017"/>	<input type="text" value="75/771,932"/>	<input type="text" value="75/065,721"/>
<input type="text" value="75/718,008"/>	<input type="text" value="75/383,599"/>	<input type="text" value="74/084,912"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Christopher E. Kondracki

14 December 2000

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party
Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

73/504,580	75/223,826	76/008,085
74/084,911	74/526,265	75/854,645
75/383,574	73/501,812	75/381,855
75/735,770	73/708,703	74/566,900
74/377,836	75/788,073	75/016,116
75/224,192	75/861,138	74/314,722
75/223,850	76/008,084	74/703,362

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**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0851-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party
Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/414,982	<input type="text"/>	<input type="text"/>
75/861,136	<input type="text"/>	<input type="text"/>
75/790,954	<input type="text"/>	<input type="text"/>
75/854,324	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

December 7, 2000

THIS AGREEMENT is made between

Fleet Retail Finance Inc. (in such capacity, the "**Collateral Agent**"), a Delaware corporation with offices at 40 Broad Street, Boston, Massachusetts 02109, as Collateral Agent for a syndicate of lenders (collectively, the "**Lenders**")

and

KB Holdings, LLC (hereinafter, "**Assignor**"), a limited liability company organized under the laws of the State of Nevada with a mailing address at 2835 South Jones Boulevard, Suite 8, Las Vegas, Nevada 89146, as successor by merger with KB Holdings, Inc., a Nevada corporation.

in consideration of the mutual covenants contained herein and benefits to be derived herefrom,

WITNESSETH:

1. **BACKGROUND:** Reference is made to the Credit Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among (i) MALL OF AMERICA KAY-BEE TOY, INC., as Lead Borrower, (ii) the other Loan Parties (including, without limitation, the Assignor), (iii) the Lenders, (iv) the Agents, and (v) Fleet Securities, Inc., as Arranger. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST:** To secure the Obligations, Assignor hereby creates and grants a security interest in favor of the Collateral Agent, for the ratable benefit of the

Secured Parties, with power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default) in and to the following and all proceeds thereof (collectively, the "**TM Collateral**"):

(a) All of Assignor's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

(b) All renewals of any of the foregoing.

(c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(d) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(e) All of Assignor's rights corresponding to any of the foregoing throughout the world.

3. **ASSIGNMENT OF MARKS:** Assignor has executed in blank and delivered to the Collateral Agent an assignment of federally registered trademarks in substantially the form of Exhibit B hereto (the "Assignment of Marks"). Assignor hereby authorizes the Collateral Agent to complete as assignee and record with the United States Patent and Trademark Office the Assignment of Marks upon the acceleration of the Obligations and the exercise of the Collateral Agent's remedies under this TM Security Agreement.

4. **CONDITIONAL ASSIGNMENT:** In addition to, and not by way of limitation of, the grant of a security interest over the TM Collateral provided in Section 2, Assignor grants, assigns, transfers, conveys and sets over to the Collateral Agent, for the ratable benefit of the Secured Parties,

Assignor's entire right, title and interest in and to the TM Collateral; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default, and (ii) either (A) upon the written demand of the Collateral Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Collateral Agent) upon an Event of Default for which acceleration of the Obligations is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the TM Collateral pursuant to this TM Agreement and applicable law (including the transfer or other disposition of the TM Collateral by Assignor to the Collateral Agent or its nominee in lieu of foreclosure).

5. **PROTECTION OF MARKS BY ASSIGNOR:** Assignor shall undertake the following with respect to each items respectively described in Sections 2(a) and 2(b) (collectively, the "**Marks**"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

(b) At Assignor's sole cost, expense, and risk, pursue the prompt, diligent, processing of each application for registration of the Marks which is the subject of the security interest created herein and in the reasonable business judgment of Assignor should be registered, and not abandon or delay any such efforts.

(c) At Assignor's sole cost, expense, and risk, take any and all action which Assignor deems desirable to protect the Marks, including, without limitation, but subject to Assignor's sole discretion, the prosecution and defense of infringement actions.

6. **ASSIGNOR'S REPRESENTATIONS AND WARRANTIES:** Assignor represents and warrants that:

(a) **EXHIBIT A** includes all of the registered trademarks, federal trademark applications, registered service marks and Federal service mark applications now owned by Assignor.

(b) All TM Collateral is and shall remain, free and clear of all Liens to any Person other than to the Collateral Agent.

(c) Assignor shall give the Collateral Agent written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

(i) Assignor's obtaining rights to, and filing applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than Assignor's right to sell products bearing the trademarks of others in the ordinary course of Assignor's business).

(ii) Assignor's becoming entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Assignor's right to sell products bearing the trademarks of others in the ordinary course of Assignor's business).

(iii) Assignor's entering into any new trademark license agreement or service mark license agreement.

7. AGREEMENT APPLIES TO FUTURE MARKS:

(a) The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described in 6(c), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Security Agreement, except trademark licenses.

(b) Assignor hereby authorizes the Collateral Agent to take all such action to protect the Collateral Agent's interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the Collateral Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

8. **ASSIGNOR'S RIGHTS TO ENFORCE MARKS:** Prior the Administrative Agent's giving of notice to Assignor following the occurrence of an Event of Default, Assignor shall have the exclusive right to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Assignor to protect the Marks against encroachment by third parties, *provided, however:*

(a) Assignor first provides the Collateral Agent with written notice of Assignor's intention to so sue for enforcement of any Mark.

(b) Any money damages awarded or received by Assignor on account of such suit (or the threat of such suit) shall constitute TM Collateral.

(c) Following the occurrence and during the continuance of any Event of Default, the Administrative Agent, by notice to Assignor may terminate or limit Assignor's rights under this Section 8.

9. **COLLATERAL AGENT'S ACTIONS TO PROTECT MARKS:** In the event of

(a) Assignor's failure, within five (5) days of written notice from the Collateral Agent, to cure any failure by Assignor to perform any of Assignor's obligations set forth in Section 5; and/or

(b) the occurrence and continuance of any Event of Default, the Collateral Agent, acting in its own name or in that of Assignor, may (but shall not be required to) act in Assignor's place and stead and/or in the Collateral Agents' own right in connection therewith.

10. **RIGHTS UPON DEFAULT:** Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Marks, in addition to which the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Event of Default has occurred and is continuing and that the Collateral Agent is authorized to exercise such rights and remedies.

11. COLLATERAL AGENT AS ATTORNEY IN FACT:

(a) Assignor hereby irrevocably constitutes and designates the Collateral Agent as and for Assignor's attorney in fact, effective following the occurrence and during the continuance of any Event of Default:

(i) To exercise any of the rights and powers referenced in Sections 5 and 7(b).

(ii) To execute all such instruments, documents, and papers as the Collateral Agent reasonably determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Collateral Agent.

(c) The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 11(a) herein, but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Assignor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Administrative Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

12. COLLATERAL AGENT'S RIGHTS:

(a) Any use by the Collateral Agent of the Marks, as authorized hereunder in connection with the exercise of the Collateral Agent' rights and remedies under this Agreement and under the Credit Agreement shall be coextensive with Assignor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this Agreement, the Credit Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the

Collateral Agent any rights in and to the Marks, which rights are only effective following the occurrence and continuance of any Event of Default.

13. **INTENT:** It is intended that this Agreement supplement the Security Agreement. All provisions of the Security Agreement shall apply to the Marks. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the Security Agreement with respect to all other Collateral.

14. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts.

15. **TERMINATION; RELEASE OF TRADEMARK COLLATERAL.** This Agreement shall terminate when all the Obligations have been paid in full, the Lenders have no further commitment to lend, there are no Letter of Credit Outstandings (or all such Letter of Credit Outstandings are fully cash collateralized in a manner reasonably satisfactory to the Issuing Bank) and the Issuing Bank has no further commitment to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to Assignor, at Assignor's expense, all termination statements that Assignor shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 15 shall be without recourse to or warranty by the Collateral Agent.

IN WITNESS WHEREOF, Assignor and the Collateral Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

KB HOLDINGS, LLC
("Assignor")

FLEET RETAIL FINANCE INC.
(The "Collateral Agent")

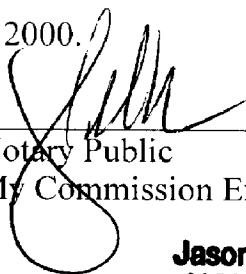
By Robert J. Feldman
Name ROBERT J. FELDMAN
Title SR. V.P. C.F.O.

By Betsy Ratto
Name Betsy Ratto
Title Managing Director

COMMONWEALTH OF MASSACHUSETTS
CITY OF BOSTON, COUNTY OF SUFFOLK

Then personally appeared before me ROBERT J. FELDMAN, who acknowledged that such person is the duly authorized Sec. V.P. / CFO of KB Holdings, LLC and such person executed the foregoing instrument on its behalf.

Witness my hand and seal this 7th day of December, 2000.



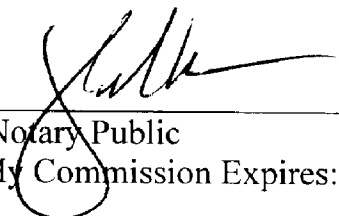
Notary Public
My Commission Expires: 8/27/04

COMMONWEALTH OF MASSACHUSETTS
CITY OF BOSTON, COUNTY OF SUFFOLK

Jason S. Delmonico
NOTARY PUBLIC
COMMONWEALTH MASSACHUSETTS
My Commission Expires 8-27-04

Then personally appeared before me BETSY RATO, who acknowledged that such person is a duly authorized MANAGING DIRECTOR of Fleet Retail Finance Inc. and that such person executed the foregoing instrument on its behalf.

Witness my hand and seal this 7th day of December, 2000.



, Notary Public
My Commission Expires: 8/27/04

Jason S. Delmonico
NOTARY PUBLIC
COMMONWEALTH MASSACHUSETTS
My Commission Expires 8-27-04

610630.4

EXHIBIT A

**Trademarks of
KB HOLDINGS, LLC**

Trademark: CIRCUS WORLD

Country: United States of America
Application No.: 73/408252
Filing Date: 05-Jan-83
Date of First Use: 01-Jan-74
Registration No.: 1312717
Registration Date: 01-Jan-85
Next Renewal Date: 01-Jan-05
Status: Abandoned
Classes:
Docket No.: 511768-001US11

Country: United States of America
Application No.: 74/178500
Filing Date: 21-Jun-91
Date of First Use: 24-May-71
Registration No.: 1677211
Registration Date: 25-Feb-92
Next Renewal Date: 25-Feb-02
Status: Registered
Classes: 42

Docket No.: 511768-001US12

Trademark: CRITTER CHIPS

Country: United States of America
Application No.: 74/611017
Filing Date: 14-Dec-94
Date of First Use: 01-Dec-94
Registration No.: 1962988
Registration Date: 19-Mar-96
Next Renewal Date: 19-Mar-06
Status: Registered
Classes: 28

Docket No.: 511768-001US13

Trademark: GEOGENIUS INTERACTIVE USA

Country: United States of America
Application No.: 75/718008
Filing Date: 25-May-99
Date of First Use: 01-Oct-98
Registration No.: 2341203
Registration Date: 11-Apr-00
Next Renewal Date: 11-Apr-10
Status: Registered
Classes: 9

Docket No.: 511768-001US38

Trademark: GIRLBOT

Country: United States of America
Application No.: 76/155400
Filing Date: 27-Oct-00
Date of First Use:
Registration No.:
Registration Date:
Next Renewal Date:
Status: Pending
Classes: 28

Docket No.: 511768-001US49

Trademark: JUNGLE FRIENDS

Country: United States of America
Application No.: 74/479375
Filing Date: 18-Jan-94
Date of First Use:
Registration No.:
Registration Date:
Next Renewal Date:
Status: Abandoned
Classes: 28

Docket No.: 511768-001US14

Trademark: K BKIDS.COM

Country: United States of America
Application No.: 75/771932
Filing Date: 09-Aug-99
Date of First Use: 12-Jul-99
Registration No.: 2366339
Registration Date: 11-Jul-00
Next Renewal Date: 11-Jul-10
Status: Registered
Classes: 35

Docket No.: 511768-001US40

Trademark: K-B SPORTS

Country: United States of America
Application No.: 75/521296
Filing Date: 14-Jul-98
Date of First Use:
Registration No.:
Registration Date:
Next Renewal Date:
Status: Abandoned
Classes: 35

Docket No.: 511768-001US9

Trademark: K-B SPORTS JUNIOR SUPERSTAR

Country: United States of America
Application No.: 75/520270
Filing Date: 14-Jul-98
Date of First Use:
Registration No.:
Registration Date:
Next Renewal Date:
Status: Abandoned
Classes: 35

Docket No.: 511768-001US10

Trademark: K-B TOY OUTLET

Country: Canada
Application No.: 859293
Filing Date: 22-Oct-97
Date of First Use:
Registration No.:
Registration Date:
Next Renewal Date:
Status: Allowed
Classes: 35

Docket No.: 511768-001CA7

Country: United States of America
Application No.: 75/383599
Filing Date: 03-Nov-97
Date of First Use: 01-Sep-96
Registration No.: 2364972
Registration Date: 04-Jul-00
Next Renewal Date: 04-Jul-10
Status: Registered
Classes: 35

Docket No.: 511768-001US4

Trademark: K-B TOY STORES WHERE KIDS RULE

Country: United States of America
Application No.: 75/314123
Filing Date: 24-Jun-97
Date of First Use:
Registration No.:
Registration Date:
Next Renewal Date:
Status: Abandoned
Classes: 35

Docket No.: 511768-001US2

Trademark: K-B TOY WORKS

Country: Canada
Application No.: 859294
Filing Date: 22-Oct-97
Date of First Use:
Registration No.:
Registration Date:
Next Renewal Date:
Status: Allowed
Classes: 35

Docket No.: 511768-001CA5

Trademark: K-B TOYS

Country: Canada
Application No.: 858415
Filing Date: 10-Oct-97
Date of First Use:
Registration No.: 522495
Registration Date: 28-Jan-00
Next Renewal Date: 28-Jan-15
Status: Registered
Classes: 35

Docket No.: 511768-001CA1

Trademark: K-B TOYS WHERE KIDS RULE

Country: Canada
Application No.: 858414
Filing Date: 10-Oct-97
Date of First Use:
Registration No.:
Registration Date:
Next Renewal Date:
Status: Allowed
Classes: 35

Docket No.: 511768-001CA2

Trademark: KARAOKE DANCE PARTY MACHINE

Country: United States of America
Application No.: 75/307963
Filing Date: 12-Jun-97
Date of First Use: 18-Aug-97
Registration No.: 2301007
Registration Date: 14-Dec-99
Next Renewal Date: 14-Dec-09
Status: Registered
Classes: 9

Docket No.: 511768-001US1

Trademark: KAY BEE TOY WORKS

Country: Canada
Application No.: 859295
Filing Date: 22-Oct-97
Date of First Use:
Registration No.:
Registration Date:
Next Renewal Date:
Status: Allowed
Classes: 35

Docket No.: 511768-001CA6

Trademark: KAY BEE TOYS

Country: Canada
Application No.: 859296
Filing Date: 22-Oct-97
Date of First Use:
Registration No.:
Registration Date:
Next Renewal Date:
Status: Allowed
Classes: 35

Docket No.: 511768-001CA4

Trademark: KAY TOYS BEE AND DESIGN

Country: United States of America
Application No.: 75/065721
Filing Date: 29-Feb-96
Date of First Use: 09-Aug-95
Registration No.: 2035542
Registration Date: 04-Feb-97
Next Renewal Date: 04-Feb-07
Status: Registered
Classes: 42

Docket No.: 511768-001US15

Trademark: KAY-BEE AMERICA'S TOY STORE

Country: United States of America
Application No.: 74/084912
Filing Date: 06-Aug-90
Date of First Use: 24-Sep-87
Registration No.: 1651141
Registration Date: 16-Jul-91
Next Renewal Date: 16-Jul-01
Status: Registered
Classes: 42

Docket No.: 511768-001US16

Trademark: KAY-BEE THE TOY STORE IN THE

Country: United States of America
Application No.: 74/121225
Filing Date: 06-Dec-90
Date of First Use: 10-Oct-90
Registration No.: 1668912
Registration Date: 17-Dec-91
Next Renewal Date: 17-Dec-01
Status: Abandoned
Classes: 42

Docket No.: 511768-001US36

Trademark: KAY-BEE TOY & HOBBY

Country: United States of America
Application No.: 73/504580
Filing Date: 19-Oct-84
Date of First Use: 28-Aug-78
Registration No.: 1341681
Registration Date: 11-Jun-85
Next Renewal Date: 11-Jun-05
Status: Registered
Classes: 42

Docket No.: 511768-001US17

Trademark: KAY-BEE TOY & HOBBY SHOPS WE..

Country: United States of America
Application No.: 73/137982
Filing Date: 18-Aug-77
Date of First Use:
Registration No.: 1103222
Registration Date: 26-Sep-78
Next Renewal Date: 26-Sep-98
Status: Abandoned
Classes: 42

Docket No.: 511768-001US18

Trademark: KAY-BEE TOY STORES

Country: United States of America
Application No.: 74/084911
Filing Date: 06-Aug-90
Date of First Use: 25-Dec-87
Registration No.: 1652713
Registration Date: 30-Jul-91
Next Renewal Date: 30-Jul-01
Status: Registered
Classes: 42

Docket No.: 511768-001US19

Trademark: KAY-BEE TOY WORKS

Country: United States of America
Application No.: 75/383552
Filing Date: 03-Nov-97
Date of First Use:
Registration No.:
Registration Date:
Next Renewal Date:
Status: Abandoned
Classes: 35

Docket No.: 511768-001US5

Trademark: KAY-BEE TOYS

Country: United States of America
Application No.: 75/383574
Filing Date: 03-Nov-97
Date of First Use: 25-Dec-97
Registration No.: 2300569
Registration Date: 14-Dec-99
Next Renewal Date: 14-Dec-09
Status: Registered
Classes: 35

Docket No.: 511768-001US6

Trademark: KB BLITZ DELIVERY

Country: United States of America
Application No.: 75/735770
Filing Date: 23-Jun-99
Date of First Use: 30-Apr-99
Registration No.:
Registration Date:
Next Renewal Date:
Status: Published
Classes: 35

Docket No.: 511768-001US39

Trademark: KB TOY

Country: United States of America
Application No.: 74/377836
Filing Date: 12-Apr-93
Date of First Use: 20-Oct-93
Registration No.: 1863363
Registration Date: 15-Nov-94
Next Renewal Date: 15-Nov-04
Status: Registered
Classes: 42

Docket No.: 511768-001US20

Trademark: KB TOY EXPRESS

Country: United States of America
Application No.: 75/224192
Filing Date: 10-Jan-97
Date of First Use: 17-Sep-96
Registration No.: 2256262
Registration Date: 29-Jun-99
Next Renewal Date: 29-Jun-09
Status: Registered
Classes: 35

Docket No.: 511768-001US37

Trademark: KB TOY WORKS

Country: United States of America
Application No.: 75/223850
Filing Date: 10-Jan-97
Date of First Use: 07-May-96
Registration No.: 2203538
Registration Date: 17-Nov-98
Next Renewal Date: 17-Nov-08
Status: Registered
Classes: 42

Docket No.: 511768-001US22

Trademark: KB TOYS

Country: Canada
Application No.: 859292
Filing Date: 22-Oct-97
Date of First Use:
Registration No.:
Registration Date:
Next Renewal Date:
Status: Allowed
Classes:
Docket No.: 511768-001CA3

Country: United States of America
Application No.: 75/223826
Filing Date: 10-Jan-97
Date of First Use: 07-May-96
Registration No.: 2185412
Registration Date: 01-Sep-98
Next Renewal Date: 01-Sep-08
Status: Registered
Classes: 42

Docket No.: 511768-001US23

Trademark: KIDZ' LOTS

Country: United States of America
Application No.: 74/526265
Filing Date: 18-May-94
Date of First Use: 01-May-93
Registration No.: 1926059
Registration Date: 10-Oct-95
Next Renewal Date: 10-Oct-05
Status: Registered
Classes: 42

Docket No.: 511768-001US24

Trademark: LITTLE TOY SOLDIER AND DESIGN

Country: United States of America
Application No.: 73/501812
Filing Date: 01-Oct-84
Date of First Use: 30-Jan-84
Registration No.: 1366022
Registration Date: 15-Oct-85
Next Renewal Date: 15-Oct-05
Status: Registered
Classes: 42

Docket No.: 511768-001US50

Trademark: PLAY THINGS AND DESIGN

Country: United States of America
Application No.: 73/708703
Filing Date: 01-Feb-88
Date of First Use: 03-Nov-87
Registration No.: 1527480
Registration Date: 28-Feb-89
Next Renewal Date: 28-Feb-09
Status: Registered
Classes: 42

Docket No.: 511768-001US25

Trademark: SURPRISE OF THE DAY

Country: United States of America
Application No.: 75/788073
Filing Date: 30-Aug-99
Date of First Use: 26-Jul-99
Registration No.: 2368677
Registration Date: 18-Jul-00
Next Renewal Date: 18-Jul-10
Status: Registered
Classes: 35

Docket No.: 511768-001US41

Trademark: THE POSEABLE DOLL WITH FEELING

Country: United States of America
Application No.: 74/694503
Filing Date: 27-Jun-95
Date of First Use:
Registration No.:
Registration Date:
Next Renewal Date:
Status: Abandoned
Classes: 28

Docket No.: 511768-001US27

Trademark: THE SOFTWARE LOUNGE

Country: United States of America
Application No.: 75/861138
Filing Date: 30-Nov-99
Date of First Use: 01-Sep-99
Registration No.:
Registration Date:
Next Renewal Date:
Status: Published
Classes: 38

Docket No.: 511768-001US43

Trademark: THE TOY MOM

Country: United States of America
Application No.: 76/008084
Filing Date: 23-Mar-00
Date of First Use:
Registration No.:
Registration Date:
Next Renewal Date:
Status: Published
Classes: 35

Docket No.: 511768-001US47

Trademark: TINA THE TOY MOM

Country: United States of America
Application No.: 76/008085
Filing Date: 23-Mar-00
Date of First Use:
Registration No.:
Registration Date:
Next Renewal Date:
Status: Published
Classes: 35

Docket No.: 511768-001US48

Trademark: TODAY'S SPOTLIGHT

Country: Canada
Application No.: 1060034
Filing Date: 23-May-00
Date of First Use: 02-Nov-99
Registration No.:
Registration Date:
Next Renewal Date:
Status: Pending
Classes: 35

Docket No.: 511768-001CA9

Country: United States of America
Application No.: 75/854645
Filing Date: 22-Nov-99
Date of First Use: 02-Nov-99
Registration No.: 2397916
Registration Date: 24-Oct-00
Next Renewal Date: 24-Oct-10
Status: Registered
Classes: 35

Docket No.: 511768-001US44

Trademark: TOY LIQUIDATORS

Country: United States of America
Application No.: 75/381855
Filing Date: 30-Oct-97
Date of First Use: 15-Nov-85
Registration No.: 2369727
Registration Date: 25-Jul-00
Next Renewal Date: 25-Jul-10
Status: Registered
Classes: 35

Docket No.: 511768-001US3

Trademark: TOY WORKS

Country: United States of America
Application No.: 74/566900
Filing Date: 29-Aug-94
Date of First Use: 13-Apr-84
Registration No.: 2161162
Registration Date: 02-Jun-98
Next Renewal Date: 02-Jun-08
Status: Registered
Classes: 42

Docket No.: 511768-001US28

Trademark: TOYWORKS AND DESIGN

Country: United States of America
Application No.: 75/016116
Filing Date: 23-Oct-95
Date of First Use: 26-Jun-95
Registration No.: 2104633
Registration Date: 14-Oct-97
Next Renewal Date: 14-Oct-07
Status: Registered
Classes: 42

Docket No.: 511768-001US29

Trademark: VALU-TOY

Country: United States of America
Application No.: 74/254675
Filing Date: 12-Mar-92
Date of First Use:
Registration No.: 1816481
Registration Date: 11-Jan-94
Next Renewal Date: 11-Jan-04
Status: Abandoned
Classes: 42

Docket No.: 511768-001US30

Trademark: VALU-TOY AND DESIGN

Country: United States of America
Application No.: 74/314722
Filing Date: 17-Sep-92
Date of First Use: 24-Oct-92
Registration No.: 1917461
Registration Date: 05-Sep-95
Next Renewal Date: 05-Sep-05
Status: Registered
Classes: 42

Docket No.: 511768-001US31

Trademark: VALU-TOY AND SPORTS

Country: United States of America
Application No.: 74/432637
Filing Date: 31-Aug-93
Date of First Use:
Registration No.: 1839769
Registration Date: 14-Jun-94
Next Renewal Date: 14-Jun-04
Status: Abandoned
Classes: 42

Docket No.: 511768-001US33

Trademark: VALU-TOY AND SPORTS AND DESIGN

Country: United States of America
Application No.: 74/431064
Filing Date: 31-Aug-93
Date of First Use:
Registration No.: 1839765
Registration Date: 14-Jun-94
Next Renewal Date: 14-Jun-04
Status: Abandoned
Classes: 42

Docket No.: 511768-001US34

Trademark: VICTORIAN TREASURES

Country: United States of America
Application No.: 74/703362
Filing Date: 19-Jul-95
Date of First Use: 31-Jul-96
Registration No.: 2070497
Registration Date: 10-Jun-97
Next Renewal Date: 10-Jun-07
Status: Registered
Classes: 28

Docket No.: 511768-001US35

Trademark: WATER COMBAT

Country: United States of America
Application No.: 75/414982
Filing Date: 07-Jan-98
Date of First Use: 03-Apr-98
Registration No.: 2280020
Registration Date: 21-Sep-99
Next Renewal Date: 21-Sep-09
Status: Registered
Classes: 9

Docket No.: 511768-001US7

Country: United States of America
Application No.: 75/414984
Filing Date: 07-Jan-98
Date of First Use:
Registration No.:
Registration Date:
Next Renewal Date:
Status: Abandoned
Classes: 28

Docket No.: 511768-001US8

Trademark: WE GET KIDS

Country: United States of America
Application No.: 75/861136
Filing Date: 30-Nov-99
Date of First Use:
Registration No.:
Registration Date:
Next Renewal Date:
Status: Published
Classes: 35

Docket No.: 511768-001US46

Trademark: WE GET TOYS

Country: Canada
Application No.: 1061660
Filing Date: 12-Jul-00
Date of First Use:
Registration No.:
Registration Date:
Next Renewal Date:
Status: Pending
Classes: 35

Docket No.: 511768-001CA12

Country: United States of America
Application No.: 75/790954
Filing Date: 02-Sep-99
Date of First Use:
Registration No.:
Registration Date:
Next Renewal Date:
Status: Allowed
Classes: 35

Docket No.: 511768-001US42

Trademark: WEEKEND SPOTLIGHT

Country: Canada
Application No.: 1060035
Filing Date: 23-May-00
Date of First Use: 02-Nov-99
Registration No.:
Registration Date:
Next Renewal Date:
Status: Pending
Classes: 35

Docket No.: 511768-001CA8

Country: United States of America
Application No.: 75/854324
Filing Date: 22-Nov-99
Date of First Use: 02-Nov-99
Registration No.: 2397905
Registration Date: 24-Oct-00
Next Renewal Date: 24-Oct-10
Status: Registered
Classes: 35

Docket No.: 511768-001US45

EXHIBIT B

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

WHEREAS, KB Holdings, LLC, a limited liability company organized and existing under the laws of the State of Nevada, having a mailing address at 2835 South Jones Boulevard, Suite 8, Las Vegas, Nevada 89146(the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this _____ day of _____, _____.

KB Holdings, LLC

By: _____
Title: _____

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the _____ day of _____, _____.

By: _____
Title: _____

COMMONWEALTH OR STATE OF _____)
) ss.
COUNTY OF SUFFOLK)

On this the _____ day of December, 2000, before me appeared _____, the person who signed this instrument, who acknowledged that (s)he is the _____ of KB Holdings, LLC and that being duly authorized (s)he signed such instrument as a free act on behalf of KB Holdings, LLC.

Notary Public

[Seal]

My commission expires:

ANNEX A

Assignor's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

Trademark/Service Mark Registrations

TRADEMARK REGISTRATION NUMBER REGISTRATION DATE

Trademark Applications

MARK SERIAL NUMBER FILING DATE

610630.4