

08-08-2007



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To the Director of the U. S. Patent and Trademark Office

Additional documents on the new address(es) below.

816-07

1. Name of conveying party(ies):

BANK OF AMERICA, N.A.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ALL SEASON TOYS, INC.

Internal

Address: 22619 PACIFIC COAST HIGHWAY

Street Address: SUITE 250

City: MALIBU

State: CALIFORNIA

Country: United States Zip: 90265

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship DELAWARE
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

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

Execution Date(s) NOVEMBER 29, 2002

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
76258336

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: FEDER KASZOVITZ ISAACSON WEBER SKALA BASS

Internal Address: & RHINE LLP (ATTN: LARRY B. MILLER)

750 LEXINGTON AVENUE, 23 RD FLOOR

Street Address: _____

City: NEW YORK

State: NEW YORK Zip: 10022

Phone Number: 212-888-8200

Fax Number: 212-752-4632

Email Address: lmiller@fkiwsb.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

76258336

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 501738

Authorized User Name Larry B. Miller

00000014 501738
40.00 DA

9. Signature:

Signature

AUGUST 2, 2007

Date

Larry B. Miller

Name of Person Signing

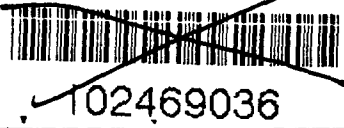
Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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06-21-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

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

1. Name of conveying party(ies):

BANK OF AMERICA, N.A

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 11/29/03

2. Name and address of receiving party(ies)

Name: ALL SEASON TOYS, INC. Internal Address:

Street Address: 22619 PACIFIC COAST HIGHWAY City: MALIBU State: CA Zip: 90265

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

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

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

A. Trademark Application No.(s) 78105762 SEE ATTACHMENT Schedule 2.01(b)(1) Additional number(s) attached Yes No

B. Trademark Registration No.(s) SEE ATTACHMENT SCHEDULE 2.01(b)(1)

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

Name: LARRY MILLER Internal Address: (23rd Floor) FEDER KASZOWITZ ISAACSON WEBER SKALA BASS TRHINE LLP Street Address: 750 LEXINGTON AVE.

City: NY State: NY Zip: 10022

6. Total number of applications and registrations involved: 304

7. Total fee (37 CFR 3.41): \$ 7615

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number: 501738

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

LARRY MILLER Name of Person Signing

[Signature] Signature

2/3/03 Date

Total number of pages including cover sheet, attachments, and document: 108

02/10/2003 ECDOPER 00000126 501738 78105762

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

01 FC:8521 40.00 CH 02 FC:8522 7575.00 CH

SCHEDULE 2.01(b)(1)

US Trademarks

Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
A CAROLING WE GO	78/105,762	1/30/2002			21	PUBLISHED
AGE OF CHAOS	75/375,450	10/17/1997	2,322,227	2/22/2000	9	REGISTERED
AMAZON PREDATORS	74/501,489	3/18/1994	2,074,585	6/24/1997	28	REGISTERED
ANIBOTS	74/321,686	10/13/1992	1,845,178	7/12/1994	28	REGISTERED
ARF ARF DOGGIE	74/347,177	1/11/1993	1,860,454	10/25/1994	28	REGISTERED
A-Z TEDDY BEAR	74/397,327	6/3/1993	1,891,770	4/25/1995	28	REGISTERED
BARFY	75/582,151	11/3/1998	2,418,142	1/2/2001	28	REGISTERED
BATH PARTY PAZAZZ	75/849,205	11/16/1999	2,442,290	4/10/2001	28	REGISTERED
BATTLE BAZOOKA	75/436,000	2/18/1998	2,284,058	10/5/1999	28	REGISTERED
BEAD. BRIGHT DESIGNS	75/396,085	11/25/1997	2,276,629	9/7/1999	28	REGISTERED
BEANS THE DOG	76/139,951	10/4/2000	2,500,230	10/23/2001	28	REGISTERED
BEAST PLANET	75/156,842	8/27/1996	2,155,624	5/5/1998	28	REGISTERED
BEAST PLANET	75/246,204	2/24/1997	2,185,027	8/25/1998	9	REGISTERED
BEAST TANK	75/250,359	3/3/1997	2,182,987	8/18/1998	28	REGISTERED
BEASTBALLS	75/522,929	7/21/1998	2,358,516	6/13/2000	28	REGISTERED
BEAST-COMMANDER	75/567,345	10/8/1998	2,363,233	6/27/2000	28	REGISTERED
BEAST-TROOPER	75/567,346	10/8/1998	2,433,964	3/6/2001	28	REGISTERED
BEAUTIFUL BOXES	75/315,451	6/26/1997	2,255,962	6/22/1999	28	REGISTERED
BERRY TEA CASTLE	75/337,040	8/7/1997	2,259,912	7/6/1999	28	REGISTERED
BIG & LIL' BEAUTY	76/220,465	3/7/2001			28	PENDING
BIG & LIL' BRONTO	76/220,472	3/7/2001			28	PENDING
BIG SCRATCH & LIL' SCRATCH	76/021,148	4/7/2000				PENDING
BITOR	76/135,458	9/26/2000			28	PENDING
BLUEBERRY SWEETIE	75/415,615	1/9/1998	2,468,112	7/10/2001	28	REGISTERED
BOLT MAN	76/135,457	9/26/2000	2,595,644	7/16/2002	28	REGISTERED
BONE MOON ALPHA	75/241,375	2/13/1997	2,200,429	10/27/1998	28	REGISTERED
BONE MOON OMEGA	75/241,298	2/13/1997	2,200,426	10/27/1998	28	REGISTERED
BONE TANK BIOSHREDDER	75/375,442	10/17/1997	2,300,542	12/14/1999	28	REGISTERED
BOO BEAMS	75/743,548	7/2/1999	2,336,286	3/28/2000	11	REGISTERED
BOO BEAMS	75/743,549	7/2/1999	2,336,287	3/28/2000	28	REGISTERED
BOO BUNCH	74/426,883	8/23/1993	1,895,639	5/23/1995	28	REGISTERED
BOPPIN' ROCKERS	76/338,882	11/15/2001			28	PENDING
BOSS FROG	76/275,505	6/25/2001			14, 28	PENDING
BOSS FROG	76/226,045	3/16/2001			28	PENDING
BOUQUET COLLECTION	75/389,137	11/12/1997	2,333,660	3/21/2000	28	REGISTERED
BUMP & ROAR	74/346,900	1/11/1993	1,872,098	1/3/1995	28	REGISTERED
C PETS CYBER ZOO & DESIGN	76/275,278	6/21/2001			28	PUBLISHED
C WATCH AND DESIGN	75/591,569	11/17/1998	2,402,678	11/7/2000	28	REGISTERED
CANDLES SO BEAUTIFUL	75/319,258	7/3/1997	2,219,708	1/19/1999	28	REGISTERED
CAPTURE THE MAGIC	75/048,972	1/26/1996	2,124,246	12/23/1997	28	REGISTERED
CARAMEL APPLE SWEETIE	75/484,167	5/12/1998	2,488,020	9/11/2001	28	REGISTERED
CATTAIL SWEETIE	75/483,752	5/12/1998	2,471,897	7/24/2001	28	REGISTERED
CHALK HOP	75/301,636	6/2/1997	2,209,754	12/8/1998	28	REGISTERED
CHEE CHEE THE CHATTERING CHIMP	74/253,514	3/9/1992	1,766,842	4/20/1993	28	REGISTERED
CHEE CHEE THE MONKEY BYTE	75/370,632	10/9/1997	2,248,311	5/25/1999	9	REGISTERED
CHILLA CHILLA	75/600,023	12/4/1998	2,337,851	4/4/2000	28	REGISTERED
CHILLAPHANT	75/763,786	7/29/1999	2,448,391	5/1/2001	28	REGISTERED
CHRISTMAS DREAMERS	74/433,118	9/7/1993	1,890,624	3/18/1995	28	REGISTERED
CHRISTMAS MAGIC	74/506,670	3/28/1994	2,007,370	10/15/1996	28	REGISTERED

SCHEDULE 2.01(b)(i)
US Trademarks

Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
CHUNGA	74/542,525	6/27/1994	1,908,655	8/1/1995	28	REGISTERED
CINDERELLA BUBBLE STARCASTLE	75/333,535	7/31/1997	2,200,649	10/27/1998	28	REGISTERED
CINDERELLA STARCASTLE	75/265,504	3/28/1997	2,200,526	10/27/1998	28	REGISTERED
CITROID	75/119,603	6/17/1996	2,239,215	4/13/1999	28	REGISTERED
CLAMSTER	76/135,459	9/26/2000			28	PENDING
CLASH BEAST	74/489,926	2/14/1994	1,921,029	9/19/1995	28	REGISTERED
COMBAT COMMANDO CANNON	74/421,730	8/9/1993	1,863,281	11/15/1994	28	REGISTERED
COMBAT CRAWLERS	74/392,240	5/17/1993	1,849,481	8/9/1994	28	REGISTERED
COMBAT ZOOKA	74/397,331	6/3/1993	1,855,305	9/20/1994	28	REGISTERED
COSMIC RAYGUN	75/265,592	3/28/1997	2,185,086	8/25/1998	28	REGISTERED
C-PETS	75/936,393	3/8/2000	2,518,604	12/11/2001	28	REGISTERED
C-PETS & DESIGN	76/258,452	5/18/2000			28	PENDING
CRAZY CODY	76/293,304	8/1/2001			28	PENDING
C-WATCH	75/591,570	11/17/1998			28	PENDING
C-WATCH FLASH	76/029,566	4/20/2000			14	OPPOSED
C-WATCH FLASH	76/021,149	4/7/2000			28	PENDING
C-WATCH JR.	76/047,101	5/15/2000			28	PENDING
C-WATCH KALEIDOSCOPE	76/061,607	6/2/2001			14	PENDING
C-WATCH RAVE	76/220,473	3/7/2001			14	PENDING
C-WATCH ROCKS	76/039,676	5/3/2000			28	PENDING
C-WATCH SCREENIES	76/062,373	6/2/2000			14	PENDING
C-WATCH STRETCHTIME	76/062,372	6/2/2000			14	OPPOSED
C-WATCH SWINGTIME	76/062,374	6/2/2000			14	PENDING
C-WATCH WIRELESS	76/062,371	6/2/2000			14	PENDING
CYBER CANNON	74/332,113	11/18/1992	1,832,322	4/19/1994	28	REGISTERED
CYBER RAYBOTS	74/308,179	8/27/1992	1,805,444	11/16/1993	28	REGISTERED
CYBER-GENETIC DINOSAURS	74/347,111	1/11/1993	1,825,884	3/8/1994	28	REGISTERED
CYCLONE FORCE 3	75/749,678	7/13/1999	2,411,425	12/5/2000	28	REGISTERED
D.J. JIGGY		11/3/1998	2,363,256	6/27/2000	28	REGISTERED
DAHLGREN	73/812,550	7/14/1989	1,585,007	2/27/1990	31	RENEWED
DARLING DALMATIONS	74/397,326	6/3/1993	1,846,286	7/19/1994	28	REGISTERED
DARLING KITTIES	74/433,115	9/7/1993	1,887,991	4/4/1995	28	REGISTERED
DARLING PONIES	74/466,381	12/7/1993	1,921,013	9/16/1995	28	REGISTERED
DARLING SEA FRIENDS	74/466,382	12/7/1993	1,921,014	9/19/1995	28	REGISTERED
DARLING ZOO TROOP	74/466,383	12/7/1993	1,926,557	10/10/1995	28	REGISTERED
DESIGN ONLY (GROOVE FACE WITH SUNGLASSES)		11/17/1998	2,446,841	4/24/2001	28	REGISTERED
DESIGN ONLY (HOT HEAD FROWNING FACE)	75/591,571	11/17/1998	2,451,551	5/15/2001	28	REGISTERED
DESIGN ONLY (MR. TOOTY SMILING FACE DESIGN)	75/591,573	11/17/1998	2,394,159	10/10/2000	28	REGISTERED
DESIGN ONLY (T TRENDMASTERS)	75/070,152	3/11/1996	2,196,213	10/13/1998	16	REGISTERED
DESIGN ONLY (T TRENDMASTERS)	75/977,015	3/11/1996	2,157,798	5/12/1998	28	REGISTERED
DESIGN ONLY (TRENDMASTERS)	74/663,132	4/19/1995	1,985,333	7/9/1996	16, 28	REGISTERED
DESIGN ONLY (ZOOB PIECE)	75/833,997	10/28/1999	2,458,793	6/5/2001	28	REGISTERED
DIAPER DANCER	74/522,927	7/21/1998	2,360,759	6/20/2000	28	REGISTERED
DIRTY DEMONS	75/522,928	7/21/1998	2,358,515	6/13/2000	28	REGISTERED
DJ JOHNNY BOT	76/168,788	11/22/2000			9, 28	ALLOWED
DOOM SAUCER	75/092,889	4/23/1996	2,093,700	9/2/1997	28	REGISTERED

SCHEDULE 2.01(b)(i)
US Trademarks

Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
DR. GROOVE	75/500,232	6/11/1998	2,360,734	6/20/2000	28	REGISTERED
DREAM DROPS	75/561,316	9/29/1998	2,400,732	10/31/2000	28	REGISTERED
DWOINKERS	76/275,500	6/25/2001			28	PENDING
EXTREME MISSILES	76/308,581	9/5/2001			28	PUBLISHED
F2F	78/161,076	9/5/2002			28	PENDING
FASHION PLANET	75/319,259	7/3/1997	2,265,483	7/27/1999	28	REGISTERED
FIERA	73/740,979	7/18/1988	1,534,205	4/11/1989	14	REGISTERED
FLOWERING SECRETS	75/561,319	9/29/1998	2,394,105	10/10/2000	28	REGISTERED
FRIEND TO FRIEND	78/161,061	9/5/2002			28	PENDING
FUZZY BEANZ	75/500,234	6/11/1998	2,520,524	12/18/2001	28	REGISTERED
GARDEN BOUQUET CASTLE	75/352,056	9/5/1997	2,259,934	7/6/1999	28	REGISTERED
GARDEN CASTLE	75/123,014	5/30/1996	2,096,092	9/9/1997	28	REGISTERED
GEMSTONE CASTLE	75/233,632	1/30/1997	2,188,478	9/8/1998	28	REGISTERED
GHOST TRAP ECTOPLASMIC CONTAINMENT UNIT	75/274,869	4/15/1997	2,191,527	9/22/1998	28	REGISTERED
GHOSTFORMERS	75/187,167	10/24/1996	2,201,946	11/3/1998	28	REGISTERED
GIGGLE N' GROW	75/443,780	3/3/1998	2,296,872	11/30/1999	28	REGISTERED
GIRLY	75/491,109	5/27/1998	2,363,013	6/27/2000	28	REGISTERED
GIRLY GIRL	75/553,266	9/17/1998	2,363,204	6/17/2000	28	REGISTERED
GOIN' APE	76/308,582	9/5/2001			14, 28	SUSPENDED
GREAT CATCH	74/287,445	6/23/1992	1,795,989	9/28/1993	28	REGISTERED
HAIR PARTY PAZZAZ	75/407,545	12/18/1997	2,433,817	3/6/2001	28	REGISTERED
HALLOWEEN SCREAMERS	75/038,213	12/28/1995	2,143,886	3/17/1998	11, 21, 24	REGISTERED
HALLOWEEN SCREAMERS	74/694,500	6/26/1995	2,036,193	2/4/1997	11	REGISTERED
HALLOWSCREAM	74/732,896	9/22/1995	1,995,652	8/20/1996	28	REGISTERED
HALLOWSCREAM	75/187,163	10/24/1996	2,224,948	2/23/1999	11, 20, 21, 28	REGISTERED
HARVEST PUMPKIN	75/443,784	3/3/1998	2,288,255	10/19/1999	20, 21	REGISTERED
HARVEST PUMPKIN	75/443,785	3/3/1998	2,288,256	10/19/1999	11	REGISTERED
HEROIC FIRE SUPERMOON	75/695,768	4/28/1999	2,332,683	3/21/2000	28	REGISTERED
HEROIC PLANET SAND	75/633,992	2/5/1999	2,304,307	12/28/1999	28	REGISTERED
HEROIC TEK SUPERMOON	75/695,767	4/28/1999	2,332,682	3/21/2000	28	REGISTERED
HIDE 'N' PEEK	75/652,947	3/3/1999			28	SUSPENDED
HOUND DOG CHRISTMAS	74/347,310	1/11/1993	1,843,967	7/5/1994	28	REGISTERED
ICE BALLERINA CASTLE	75/245,090	2/21/1997	2,202,103	11/3/1998	28	REGISTERED
ICE MOON ALPHA	75/241,457	2/13/1997	2,200,430	10/27/1998	28	REGISTERED
ICE MOON OMEGA		2/21/1997	2,237,400	4/6/1999	28	REGISTERED
ICE TANK KRYOSPIDER	75/377,455	10/22/1997	2,302,619	12/21/1999	28	REGISTERED
INNOVATIVE TIME	73/605,151	6/19/1986	1,454,968	9/1/1987	9, 18, 20, 25, 37, 42	REGISTERED
INNOVATIVE TIME AND DESIGN	73/356,822	3/26/1982	1,227,457	2/15/1983	14	REGISTERED
ITTY BITTY POP N' PEEPS	74/276,344	5/15/1992	1,848,256	8/2/1994	28	REGISTERED
JOHNNY APPLE BOT	76/168,790	11/22/2000			28	PENDING
JUNGLE PREDATORS	74/501,490	3/18/1994	1,893,832	5/9/1995	28	REGISTERED
KICKIN' FISHIN'	75/626,530	1/21/1999	2,478,403	8/14/2001	28	REGISTERED
KICKIN' HUNTIN'	75/638,726	2/11/1999	2,476,284	8/7/2001	28	REGISTERED
KING EL SMASHO	76/323,260	10/9/2001			28	PUBLISHED
KING OF THE BEASTS	74/489,650	2/14/1994	1,906,931	7/18/1995	28	REGISTERED
KING SLUGNUT	76/321,607	10/5/2001			28	PUBLISHED
KNIGHT SLAMMER	76/323,258	10/9/2001			9, 28	PUBLISHED

SCHEDULE 2.01(b)(i)

US Trademarks

Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
KNIGHT SLUGNOID	76/323,259	10/9/2001			28	PUBLISHED
KOO KOO KITTY	74/523,553	5/11/1994	1,892,251	5/2/1995	28	REGISTERED
L.A.STYLE	74/274,153	5/7/1992	1,802,678	11/2/1993	14	REGISTERED
LAFFY	75/483,392	5/12/1998	2,302,870	12/21/1999	14	REGISTERED
LIGHT STORM	76/045,538	5/11/2000	2,568,259	5/7/2002	28	REGISTERED
LIGHTNING FORCE I	75/749,677	7/13/1999	2,534,610	1/29/2002	28	REGISTERED
LIL' DUCKY DO	76/163,584	11/13/2000			28	ALLOWED
LIL' PIGGY TOO	76/163,583	11/13/2000	2,580,166	6/11/2002	28	REGISTERED
LOBJAW	76/135,456	9/26/2000	2,613,329	8/27/2002	28	REGISTERED
LOONEY BALL	74/407,792	6/30/1993	1,865,341	11/29/1994	28	REGISTERED
LOONEY PRESCHOOL	75/136,876	7/19/1996	2,097,219	9/16/1997	28	REGISTERED
LOVIN' TUNEFULS	76/047,103	5/15/2000	2,501,715	10/30/2001	28	REGISTERED
LOVIN' TUNEFULS CHEERLEADERS	75/808,689	9/28/1999	2,464,537	6/26/2001	28	REGISTERED
LUG NUT	76/135,460	9/26/2000			28	PENDING
MAD MAD MOLE MASH	75/626,566	1/21/1999	2,491,169	9/18/2001	28	REGISTERED
MADAME LEONA	75/491,113	5/17/1998	2,392,018	10/3/2000	28	REGISTERED
MAGIC STORY READER	76/039,677	5/3/2000			9	PENDING
MAINSTREET PARADE	75/389,142	11/12/1997	2,239,791	4/13/1999	28	REGISTERED
MAKE IT UNIQUE STAMP BOUTIQUE	75/241,909	2/14/1997	2,234,969	3/23/1999	28	REGISTERED
MALL BRAWL	76/271,222	6/13/2001			16, 28, 35	PENDING
MARTAIN BRAIN DISINTEGRATOR	75/265,590	3/28/1997	2,194,297	10/6/1998	28	REGISTERED
MASTERBOTIX	74/321,684	10/13/1992	1,846,274	7/19/1994	28	REGISTERED
MAX TUNNEL	76/292,591	7/31/2001			28	ALLOWED
MAXIMUM SPEED	75/874,557	12/18/1999	2,548,126	3/12/2002	28	REGISTERED
MAXIMUM SPEED	76/283,698	7/12/2001			25	PENDING
ME-FISTO	76/135,461	9/26/2000			28	PENDING
MEOW MEOW KITTY	74/347,199	1/11/1993	1,860,455	10/25/1994	28	REGISTERED
MICROSAURS	74/306,299	8/21/1992	1,899,979	6/13/1995	28	REGISTERED
MINI TEK FIGHTERS	74/721,483	8/28/1995	2,067,832	6/3/1997	28	REGISTERED
MISSION DISK	75/016,595	11/8/1995	2,159,285	5/19/1998	28	REGISTERED
MONSOON FORCE 4	75/749,676	7/13/1999	2,413,211	12/12/2000	28	REGISTERED
MOOCHEY THE MUTT	74/663,133	4/19/1995	1,956,568	2/13/1996	28	REGISTERED
MOONLIGHT CASTLE	75/343,354	8/19/1997	2,259,922	7/6/1999	28	REGISTERED
MR. MOOD	75/500,233	6/11/1998	2,373,626	8/1/2000	14	REGISTERED
MR. TOOTY	75/582,167	11/3/1998	2,392,696	10/10/2000	28	REGISTERED
MUY LOCO	75/936/396	3/8/2000	2,483,745	8/28/2001	28	REGISTERED
NEPTUNE BUBBLE STARCASTLE	75/333,534	7/31/1997	2,200,648	10/27/1998	28	REGISTERED
NEPTUNE STARCASTLE	75/016,722	11/8/1995	2,064,059	5/20/1997	28	REGISTERED
NIGHT LASER	74/340,319	12/15/1992	1,813,067	12/21/1993	28	REGISTERED
NORTH POLE HOTLINE	74/435,648	9/15/1993	1,838,780	6/7/1994	28	REGISTERED
NORTON	76/324,177	10/10/2001			28	PUBLISHED
OCEAN PREDATORS	74/501,491	3/18/1994	1,886,802	3/28/1995	28	REGISTERED
OLLIE THE OCTOPUS	74/186,971	7/22/1991	1,735,760	11/24/1992	28	REGISTERED
OPERATION BUG	75/495,297	6/2/1998	2,312,534	1/25/2000	28	REGISTERED
PANDA BYTE	75/370,669	10/9/1997	2,245,132	5/11/1999	9	REGISTERED
PARTY PAZAZZ	75/448,827	3/12/1998	2,350,686	5/16/2000	28	REGISTERED
PEACH SWEETIE	75/415,614	1/9/1998	2,468,111	7/10/2001	28	REGISTERED
PEPPERMINT TEA CASTLE	75/337/041	8/7/1997	2,259,913	7/6/1999	28	REGISTERED

SCHEDULE 2.01(b)(i)

US Trademarks

Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
PLANET BONE	75/246,038	2/24/1997	2,185,021	8/25/1998	9	REGISTERED
PLANET BONE	75/241,451	2/13/1997	2,182,968	8/18/1998	28	REGISTERED
PLANET FIRE	75/274,868	4/15/1997	2,202,204	11/3/1998	28	REGISTERED
PLANET ICE	75/241,453	2/13/1997	2,185,005	8/25/1998	28	REGISTERED
PLANET REMORA	75/245,088	2/21/1997	2,185,020	8/25/1998	28	REGISTERED
PLANET REPTIZAR	75/246,201	2/24/1997	2,185,025	8/25/1998	16	REGISTERED
PLANET REPTIZAR	75/246,283	2/24/1997	2,182,977	8/18/1998	28	REGISTERED
PLANET ROCK	75/256,200	2/24/1997	2,185,024	8/25/1998	9	REGISTERED
PLANET ROCK	75/241,452	2/13/1997	2,182,969	8/18/1998	28	REGISTERED
PLANET TEK	75/187,161	10/24/1996	2,198,916	10/20/1998	28	REGISTERED
PLANET WATER	75/246,097	2/24/1997	2,182,975	8/18/1998	28	REGISTERED
PLAYMATION	74/494,645	2/28/1994	2,373,074	8/1/2000	28	REGISTERED
POP GIRL	75/526,382	7/27/1998	2,392,062	10/3/2000	28	REGISTERED
POWER CARDS	76/134,199	9/25/2000			16	PUBLISHED
POWER-UP	74/685,050	6/6/1995	2,129,273	1/13/1998	28	REGISTERED
PRETTY PARK CARNIVAL COLLECTION	75/101,520	5/7/1996	2,131,175	1/20/1998	28	REGISTERED
PRIMORDIAL	75/485,273	5/14/1998	2,229,010	3/2/1999	28	REGISTERED
PSYCHEDELIC FEEDBACK	75/789,675	9/1/1999	2,466,532	7/3/2001	28	REGISTERED
RUMBLE ARMOR	76/322,082	10/4/2001			28	PENDING
RUMBLE CARS	76/249,002	5/1/2001			9, 16, 28	ALLOWED
RUMBLE CONES	76/300,446	8/16/2001			28	PENDING
RUMBLE GLADIATORS	76/342,321	11/27/2001			28	PENDING
RUMBLE HAMMERS	76/300,442	8/16/2001			28	PUBLISHED
RUMBLE RIPPERS	78/110,857	2/25/2002			28	PENDING
RUMBLE ROBOT RUMBLE TRAPS	76/300,448	8/16/2001			9, 28	PUBLISHED
RUMBLE ROBOTS	76/283,699	7/12/2001			25	ALLOWED
RUMBLE ROBOTS	76/207,680	2/9/2001			16, 28	ALLOWED
RUMBLE ROBOTS & DESIGN	76/210,624	2/9/2001			16, 28	PENDING
RUMBLE ROBOTS INVASION	78/108,816	2/14/2002			16, 28	PENDING
RUMBLE ROOM	76/338,881	11/15/2001			41	PUBLISHED
RUMBLE WARS	76/293,302	8/1/2001			28	PUBLISHED
RUMBLE WIRE	76/300,441	8/16/2001			9, 28	PUBLISHED
RUMBLE WORLD	76/355,900	1/7/2002			16, 28	PENDING
SMILEYO'S	74/506,100	3/28/1994	1,910,221	8/8/1995	28	REGISTERED
SPATTERS	74/391,777	5/18/1993	1,845,196	7/12/1994	28	REGISTERED
SPATTERS	75/187,162	10/24/1996	2,163,347	6/9/1998	9, 20, 28	REGISTERED
SPOOKY TUNES	74/517,991	4/28/1994	1,887,302	4/4/1995	28	REGISTERED
SPORTS MASTER	73/641,976	1/29/1987	1,456,311	9/8/1987	9	REGISTERED
SPORTS MASTER	73/567,767	11/12/1985	1,507,866	10/11/1988	9, 14	REGISTERED
SPRINKLES	74/669,026	5/2/1995	2,011,142	10/22/1996	28	REGISTERED
SPUTTY BALL	75/074,189	3/18/1996	2,052,436	4/15/1997	28	REGISTERED
STARCASTLE	74/663,131	4/19/1995	2,005,292	10/1/1996	28	REGISTERED
STARCASTLE PONIES	75/168,576	9/19/1996	2,127,862	1/16/1998	28	REGISTERED
STARCASTLE STARDANCERS	75/924,342	2/24/2000			28	PENDING
STONE HURLING BEASTS		9/7/1993	1,874,767	1/17/1995	28	REGISTERED
STORM	76/130,978	9/15/2000			28	SUSPENDED
STORM	76/065,325	6/8/2000			28	SUSPENDED
STORM ANGELS	76/241,595	4/17/2001			28	PENDING
STORM BUBBLES	76/047,102	5/16/2000			28	SUSPENDED

SCHEDULE 2.01(b)(i)
US Trademarks

Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
STORM DESIGN	76/153,437	9/15/2000			28	PENDING
STORM LIGHT WARS	76/249,004	5/1/2001			28	ALLOWED
STORM RAIDER	76/304,905	8/27/2001			28	PUBLISHED
STRAWBERRY SWEETIE	75/415,613	1/9/1998	2,468,110	7/10/2001	28	REGISTERED
STREET SWEEPER		11/18/1992	1,834,774	5/3/1994	28	REGISTERED
STROBIE	76/283,891	4/30/1997	2,241,146	4/20/1999	28	REGISTERED
SUNBEAM CASTLE	75/343,355	8/19/1997	2,259,923	7/6/1999	28	REGISTERED
SUNSHINE COLLECTION	75/101,524	5/7/1996	2,096,057	9/9/1997	28	REGISTERED
SUPER FLEX	75/104,035	5/14/1996	2,124,335	12/23/1997	28	REGISTERED
SUPER SPACE GUN	75/161,324	9/5/1996	2,160,928	5/26/1998	28	REGISTERED
SUPERMOON	75/375,427	10/17/1997	2,245,139	5/11/1999	28	REGISTERED
SUSHI SAM	76/258,453	5/18/2001			28	PENDING
SYSTEM X	75/222,983	1/9/1997	2,184,939	8/25/1998	28	REGISTERED
T TRENDMASTERS	75/526,793	7/27/1998	2,274,367	8/31/1999	9, 11, 14, 20, 21, 28	REGISTERED
TAIL WIND	74/732,895	9/22/1995	1,993,590	8/13/1996	28	REGISTERED
TEACUP COLLECTION	75/265,627	3/28/1997	2,200,527	10/27/1998	28	REGISTERED
TEK COPTER	74/721,205	8/28/1995	2,093,513	9/2/1997	28	REGISTERED
TEK DISK	75/370,664	10/9/1997	2,250,486	6/1/1999	28	REGISTERED
TEK FIGHTERS	74/685,049	6/6/1995	2,041,289	2/25/1997	28	REGISTERED
TEK GEAR	75/669,027	5/2/1995	2,024,608	12/17/1996	28	REGISTERED
TEK SAM	76/271,215	6/13/2001			28	ALLOWED
TEK STORM	76/336,488	11/13/2001			28	PENDING
THE MAGIC OF MAIN STREET	74/590,762	10/26/1994	2,021,263	12/3/1996	28	REGISTERED
THE STORM	75/673,379	4/2/1999			28	PUBLISHED
THE WRITE TIME	73/403,301	11/22/1982	1,270,732	3/20/1984		EXPIRED
THUNDER FORCE 6	75/766,890	8/2/1999	2,494,894	10/2/2001	28	REGISTERED
TIME SQUARE	74/689,836	6/16/1995	2,084,558	7/29/1997	20	REGISTERED
TIMELESS CLASSIC	74/322,650	10/14/1992	1,973,177	5/7/1996	14	REGISTERED
TINY DREAMERZ	75/518,838	7/13/1998	2,363,115	6/27/2000	28	REGISTERED
TREASURE CASTLE	75/171,042	9/24/1996	2,217,651	1/12/1999	28	REGISTERED
TRENDMASTERS	74/254,028	3/10/1992	1,752,704	2/16/1993	28	REGISTERED
TRIPLE LOOP CRASH TRACKS	76/220,454	3/7/2001			28	PUBLISHED
TRI-RAPA-CERATOPS	76/220,466	3/7/2001	2,607,115	8/13/2002	28	REGISTERED
TRUE LOVE COLLECTION	75/479,849	5/5/1998	2,406,785	11/21/2000	28	REGISTERED
T-SHOCK	76/308,473	9/5/2001			28	SUSPENDED
TSUNAMI BALLS	76/130,976	9/15/2000			28	PENDING
TSUNAMI FORCE 5	75/763,787	7/29/1999	2,496,919	10/9/2001	28	REGISTERED
TURBO FLYERS	74/306,298	8/21/1992	1,814,491	12/28/1993	28	REGISTERED
TYPHOON FORCE 2	75/766,891	8/3/1999	2,394,369	10/10/2000	28	REGISTERED
UNLIMITOR	75/796,133	9/9/1999	2,598,540	7/23/2002		REGISTERED
WAR PLANETS	75/246,203	2/24/1997	2,185,026	8/25/1998	9	REGISTERED
WAR PLANETS	75/246,275	2/24/1997	2,182,976	8/18/1998	16	REGISTERED
WAR PLANETS	75/223,492	1/2/1997	2,182,925	8/18/1998	28	REGISTERED
WAR PLANETS	75/250,360	3/3/1997	2,234,992	3/23/1999	41	REGISTERED
WEDDING CAKE CASTLE	75/149,442	8/13/1996	2,154,253	4/28/1998	28	REGISTERED
WHOSE SIDE ARE YOU ON?!	76/186,684	12/22/2000				PUBLISHED
WINTER FACE DESIGN IN CIRCLE	74/506,669	3/28/1994	1,915,171	8/29/1995	28	REGISTERED
WINTER FACE IN SQUARE DESIGN	74/663,135	4/19/1995	1,988,255		28	REGISTERED
WISHING GEMSTONE BEAUTIES	74/488,399	2/9/1994	1,872,636	1/10/1995	28	REGISTERED

SCHEDULE 2.01(b)(i)
US Trademarks

Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
WISHING GEMSTONE PONIES	74/488,444	2/9/1994	1,872,637	1/10/1995	28	REGISTERED
WUVLUVS	75/922,776	2/22/2000	2,473,223	7/31/2001	28	REGISTERED
WWW.TRENDMASTERS.COM VISIT OUR SITE	75/626,567	1/21/1999	2,493,810	10/2/2001	35	REGISTERED
X1 PROTON BLASTER	75/241,908	2/14/1997	2,239,438	4/13/1999	28	REGISTERED
X1 RECOIL BLASTER	74/213,165	10/17/1991	1,749,495	1/26/1993	28	REGISTERED
X2 NITRO BLASTER	74/213,166	10/17/1991	1,766,829	4/20/1993	28	REGISTERED
X3 CYBER BLASTER	74/213,168	10/17/1991	1,749,497	1/26/1993	28	REGISTERED
X4 CYBER BLASTER	74/213,167	10/17/1991	1,749,496	1/26/1993	28	REGISTERED
X-BOTS	76/134,166	9/25/2000			16, 28	SUSPENDED
X-RAY RIFLE	75/265,591	3/28/1997	2,211,749	12/15/1998	28	REGISTERED
YOU GOTTA GET THE CARDS TO GET THE POWER	76/308,650	9/5/2001			16, 28	PENDING
ZANIACS	74/663,909	4/19/1995	2,014,508	11/5/1996	28	REGISTERED
ZOOB	75/063,029	2/26/1996	2,184,475	8/25/1998	28	REGISTERED
ZOBDUDE	75/833,984	10/28/1999	2,448,855	5/8/2001	28	REGISTERED
ZOOKA BLASTER	74/433,116	9/7/1993	1,873,348	1/10/1995	28	REGISTERED
ZOOKA FORCE	74/407,788	6/30/1993	1,895,635	5/23/1995	28	REGISTERED

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made by and between BANK OF AMERICA, N.A. ("Assignor"), and JP/TIII Acquisition Corp., a Delaware corporation, having a place of business at 22619 Pacific Coast Highway, Suite 250, Malibu, California 90265 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the common law trademarks and the United States trademark registrations and applications identified on the attached Schedule A (the "Marks"), and all of the assets and goodwill of the business to which the Marks pertain; and

WHEREAS, Assignee desires to acquire from Assignor the Marks and the goodwill associated therewith pursuant to the terms of an Asset Purchase Agreement (the "Purchase Agreement") between the parties and/or their Affiliates of even date herewith.


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee all of its right, title and interest in and to the Marks, together with all of the assets and goodwill of the business to which the Marks pertain and the right to sue and recover damages and profits for third-party infringements, if any.

Assignor agrees to execute such additional documents as Assignee deems necessary to enable Assignee to record this Trademark Assignment in Assignee's name in any country throughout the world.

Nothing contained herein is intended to expand in any manner whatsoever any of the provisions of the Purchase Agreement, including, without limitation, any of Assignee's obligations under the Purchase Agreement, and specifically, any conflict between the provisions of this Assignment on the one hand and the Purchase Agreement, on the other hand, shall be governed by the provisions of the Purchase Agreement. Without limiting the generality of the foregoing, Seller makes absolutely no representations or warranties in connection with such transfer except as expressly and explicitly set forth in Article 3 of the Purchase Agreement.

The undersigned have executed this Trademark Assignment as of November 29, 2002.

BANK OF AMERICA, N.A.

By: 
Name: **Ronald Prince**
Title: **Senior Vice President**

JP/TIII ACQUISITION CORP.

By: _____
Name:
Title:

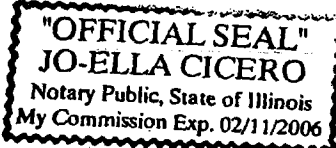
ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 29th day of November, 2002, before me personally appeared Ronald B. Prince to me known who, being by me duly sworn, did depose and say that he is the Senior V.P. of Bank of America, N.A. described herein and which executed the foregoing instrument and that he signed his name thereto pursuant to the authority of said Bank of America, N.A.

Jo-ella Cicero

Notary Public

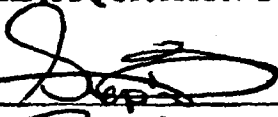


The undersigned have executed this Trademark Assignment as of November 29, 2002.

BANK OF AMERICA, N.A.

By: _____
Name:
Title:

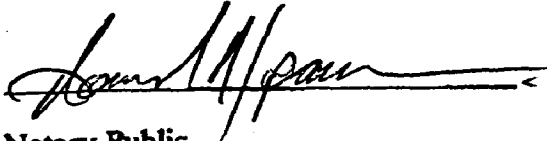
JP/III ACQUISITION CORP.

By: 
Name: Stephen Bermon
Title: President

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On this 30th day of NOVEMBER, 2002, before me personally appeared Stephen Berman to me known who, being by me duly sworn, did depose and say that he is the President of JP/TIII Acquisition Corp. described herein and which executed the foregoing instrument and that he signed his name thereto pursuant to the authority of said JP/TIII Acquisition Corp.



Notary Public



Schedule A

SCHEDULE 2.01(b)(i)

US Trademarks

Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
A CAROLING WE GO	78/105,762	1/30/2002			21	PUBLISHED
AGE OF CHAOS	75/375,450	10/17/1997	2,322,227	2/22/2000	9	REGISTERED
AMAZON PREDATORS	74/501,489	3/18/1994	2,074,585	6/24/1997	28	REGISTERED
ANIBOTS	74/321,686	10/13/1992	1,845,178	7/12/1994	28	REGISTERED
ARF ARF DOGGIE	74/347,177	1/11/1993	1,860,454	10/25/1994	28	REGISTERED
A-Z TEDDY BEAR	74/397,327	6/3/1993	1,891,770	4/25/1995	28	REGISTERED
BARFY	75/582,151	11/3/1998	2,418,142	1/2/2001	28	REGISTERED
BATH PARTY PAZAZZ	75/849,205	11/16/1999	2,442,290	4/10/2001	28	REGISTERED
BATTLE BAZOOKA	75/436,000	2/18/1998	2,284,058	10/5/1999	28	REGISTERED
BEAD.BRIGHT DESIGNS	75/396,085	11/25/1997	2,276,629	9/7/1999	28	REGISTERED
BEANS THE DOG	76/139,951	10/4/2000	2,500,230	10/23/2001	28	REGISTERED
BEAST PLANET	75/156,842	8/27/1996	2,155,624	5/5/1998	28	REGISTERED
BEAST PLANET	75/246,204	2/24/1997	2,185,027	8/25/1998	9	REGISTERED
BEAST TANK	75/250,359	3/3/1997	2,182,987	8/18/1998	28	REGISTERED
BEASTBALLS	75/522,929	7/21/1998	2,358,516	6/13/2000	28	REGISTERED
BEAST-COMMANDER	75/567,345	10/8/1998	2,363,233	6/27/2000	28	REGISTERED
BEAST-TROOPER	75/567,346	10/8/1998	2,433,964	3/6/2001	28	REGISTERED
BEAUTIFUL BOXES	75/315,451	6/26/1997	2,255,962	6/22/1999	28	REGISTERED
BERRY TEA CASTLE	75/337,040	8/7/1997	2,259,912	7/6/1999	28	REGISTERED
BIG & LIL' BEAUTY	76/220,465	3/7/2001			28	PENDING
BIG & LIL' BRONTO	76/220,472	3/7/2001			28	PENDING
BIG SCRATCH & LIL' SCRATCH	76/021,148	4/7/2000				PENDING
BITOR	76/135,458	9/26/2000			28	PENDING
BLUEBERRY SWEETIE	75/415,615	1/9/1998	2,468,112	7/10/2001	28	REGISTERED
BOLT MAN	76/135,457	9/26/2000	2,595,644	7/16/2002	28	REGISTERED
BONE MOON ALPHA	75/241,375	2/13/1997	2,200,429	10/27/1998	28	REGISTERED
BONE MOON OMEGA	75/241,298	2/13/1997	2,200,426	10/27/1998	28	REGISTERED
BONE TANK BIOSHREDDER	75/375,442	10/17/1997	2,300,542	12/14/1999	28	REGISTERED
BOO BEAMS	75/743,548	7/2/1999	2,336,286	3/28/2000	11	REGISTERED
BOO BEAMS	75/743,549	7/2/1999	2,336,287	3/28/2000	28	REGISTERED
BOO BUNCH	74/426,883	8/23/1993	1,895,639	5/23/1995	28	REGISTERED
BOPPIN' ROCKERS	76/338,882	11/15/2001			28	PENDING
BOSS FROG	76/275,505	6/25/2001			14, 28	PENDING
BOSS FROG	76/226,045	3/16/2001			28	PENDING
BOUQUET COLLECTION	75/389,137	11/12/1997	2,333,660	3/21/2000	28	REGISTERED
BUMP & ROAR	74/346,900	1/11/1993	1,872,098	1/3/1995	28	REGISTERED
C PETS CYBER ZOO & DESIGN	76/275,278	6/21/2001			28	PUBLISHED
C WATCH AND DESIGN	75/591,569	11/17/1998	2,402,678	11/7/2000	28	REGISTERED
CANDLES SO BEAUTIFUL	75/319,258	7/3/1997	2,219,708	1/19/1999	28	REGISTERED
CAPTURE THE MAGIC	75/048,972	1/26/1996	2,124,246	12/23/1997	28	REGISTERED
CARAMEL APPLE SWEETIE	75/484,167	5/12/1998	2,488,020	9/11/2001	28	REGISTERED
CATTAIL SWEETIE	75/483,752	5/12/1998	2,471,897	7/24/2001	28	REGISTERED
CHALK HOP	75/301,636	6/2/1997	2,209,754	12/8/1998	28	REGISTERED
CHEE CHEE THE CHATTERING CHIMP	74/253,514	3/9/1992	1,766,842	4/20/1993	28	REGISTERED
CHEE CHEE THE MONKEY BYTE	75/370,632	10/9/1997	2,248,311	5/25/1999	9	REGISTERED
CHILLA CHILLA	75/600,023	12/4/1998	2,337,851	4/4/2000	28	REGISTERED
CHILLAPHANT	75/763,786	7/29/1999	2,448,391	5/1/2001	28	REGISTERED
CHRISTMAS DREAMERS	74/433,118	9/7/1993	1,890,624	3/18/1995	28	REGISTERED
CHRISTMAS MAGIC	74/506,670	3/28/1994	2,007,370	10/15/1996	28	REGISTERED

SCHEDULE 2.01(b)(i)

US Trademarks

Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
CHUNGA	74/542,525	6/27/1994	1,908,655	8/1/1995	28	REGISTERED
CINDERELLA BUBBLE STARCASTLE	75/333,535	7/31/1997	2,200,649	10/27/1998	28	REGISTERED
CINDERELLA STARCASTLE	75/265,504	3/28/1997	2,200,526	10/27/1998	28	REGISTERED
CITROID	75/119,603	6/17/1996	2,239,215	4/13/1999	28	REGISTERED
CLAMSTER	76/135,459	9/26/2000			28	PENDING
CLASH BEAST	74/489,926	2/14/1994	1,921,029	9/19/1995	28	REGISTERED
COMBAT COMMANDO CANNON	74/421,730	8/9/1993	1,863,281	11/15/1994	28	REGISTERED
COMBAT CRAWLERS	74/392,240	5/17/1993	1,849,481	8/9/1994	28	REGISTERED
COMBAT ZOOKA	74/397,331	6/3/1993	1,855,305	9/20/1994	28	REGISTERED
COSMIC RAYGUN	75/265,592	3/28/1997	2,185,086	8/25/1998	28	REGISTERED
C-PETS	75/936,393	3/8/2000	2,518,604	12/11/2001	28	REGISTERED
C-PETS & DESIGN	76/258,452	5/18/2000			28	PENDING
CRAZY CODY	76/293,304	8/1/2001			28	PENDING
C-WATCH	75/591,570	11/17/1998			28	PENDING
C-WATCH FLASH	76/029,566	4/20/2000			14	OPPOSED
C-WATCH FLASH	76/021,149	4/7/2000			28	PENDING
C-WATCH JR.	76/047,101	5/15/2000			28	PENDING
C-WATCH KALEIDOSCOPE	76/061,607	6/2/2001			14	PENDING
C-WATCH RAVE	76/220,473	3/7/2001			14	PENDING
C-WATCH ROCKS	76/039,676	5/3/2000			28	PENDING
C-WATCH SCREENIES	76/062,373	6/2/2000			14	PENDING
C-WATCH STRETCHTIME	76/062,372	6/2/2000			14	OPPOSED
C-WATCH SWINGTIME	76/062,374	6/2/2000			14	PENDING
C-WATCH WIRELESS	76/062,371	6/2/2000			14	PENDING
CYBER CANNON	74/332,113	11/18/1992	1,832,322	4/19/1994	28	REGISTERED
CYBER RAYBOTS	74/308,179	8/27/1992	1,805,444	11/16/1993	28	REGISTERED
CYBER-GENETIC DINOSAURS	74/347,111	1/11/1993	1,825,884	3/8/1994	28	REGISTERED
CYCLONE FORCE 3	75/749,678	7/13/1999	2,411,425	12/5/2000	28	REGISTERED
D.J. JIGGY		11/3/1998	2,363,256	6/27/2000	28	REGISTERED
DAHLGREN	73/812,550	7/14/1989	1,585,007	2/27/1990	31	RENEWED
DARLING DALMATIONS	74/397,326	6/3/1993	1,846,286	7/19/1994	28	REGISTERED
DARLING KITTIES	74/433,115	9/7/1993	1,887,991	4/4/1995	28	REGISTERED
DARLING PONIES	74/466,381	12/7/1993	1,921,013	9/16/1995	28	REGISTERED
DARLING SEA FRIENDS	74/466,382	12/7/1993	1,921,014	9/19/1995	28	REGISTERED
DARLING ZOO TROOP	74/466,383	12/7/1993	1,926,557	10/10/1995	28	REGISTERED
DESIGN ONLY (GROOVE FACE WITH SUNGLASSES)		11/17/1998	2,446,841	4/24/2001	28	REGISTERED
DESIGN ONLY (HOT HEAD FROWNING FACE)	75/591,571	11/17/1998	2,451,551	5/15/2001	28	REGISTERED
DESIGN ONLY (MR. TOOTY SMILING FACE DESIGN)	75/591,573	11/17/1998	2,394,159	10/10/2000	28	REGISTERED
DESIGN ONLY (T TRENDMASTERS)	75/070,152	3/11/1996	2,196,213	10/13/1998	16	REGISTERED
DESIGN ONLY (T TRENDMASTERS)	75/977,015	3/11/1996	2,157,798	5/12/1998	28	REGISTERED
DESIGN ONLY (TRENDMASTERS)	74/663,132	4/19/1995	1,985,333	7/9/1996	16, 28	REGISTERED
DESIGN ONLY (ZOOB PIECE)	75/833,997	10/28/1999	2,458,793	6/5/2001	28	REGISTERED
DIAPER DANCER	74/522,927	7/21/1998	2,360,759	6/20/2000	28	REGISTERED
DIRTY DEMONS	75/522,928	7/21/1998	2,358,515	6/13/2000	28	REGISTERED
DJ JOHNNY BOT	76/168,788	11/22/2000			9, 28	ALLOWED
DOOM SAUCER	75/092,889	4/23/1996	2,093,700	9/2/1997	28	REGISTERED

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DR. GROOVE	75/500,232	6/11/1998	2,360,734	6/20/2000	28	REGISTERED
DREAM DROPS	75/561,316	9/29/1998	2,400,732	10/31/2000	28	REGISTERED
DWOINKERS	76/275,500	6/25/2001			28	PENDING
EXTREME MISSILES	76/308,581	9/5/2001			28	PUBLISHED
F2F	78/161,076	9/5/2002			28	PENDING
FASHION PLANET	75/319,259	7/3/1997	2,265,483	7/27/1999	28	REGISTERED
FIERA	73/740,979	7/18/1988	1,534,205	4/11/1989	14	REGISTERED
FLOWERING SECRETS	75/561,319	9/29/1998	2,394,105	10/10/2000	28	REGISTERED
FRIEND TO FRIEND	78/161,061	9/5/2002			28	PENDING
FUZZY BEANZ	75/500,234	6/11/1998	2,520,524	12/18/2001	28	REGISTERED
GARDEN BOUQUET CASTLE	75/352,056	9/5/1997	2,259,934	7/6/1999	28	REGISTERED
GARDEN CASTLE	75/123,014	5/30/1996	2,096,092	9/9/1997	28	REGISTERED
GEMSTONE CASTLE	75/233,632	1/30/1997	2,188,478	9/8/1998	28	REGISTERED
GHOST TRAP ECTOPLASMIC CONTAINMENT UNIT	75/274,869	4/15/1997	2,191,527	9/22/1998	28	REGISTERED
GHOSTFORMERS	75/187,167	10/24/1996	2,201,946	11/3/1998	28	REGISTERED
GIGGLE N' GROW	75/443,780	3/3/1998	2,296,872	11/30/1999	28	REGISTERED
GIRLY	75/491,109	5/27/1998	2,363,013	6/27/2000	28	REGISTERED
GIRLY GIRL	75/553,266	9/17/1998	2,363,204	6/17/2000	28	REGISTERED
GOIN' APE	76/308,582	9/5/2001			14, 28	SUSPENDED
GREAT CATCH	74/287,445	6/23/1992	1,795,989	9/28/1993	28	REGISTERED
HAIR PARTY PAZZAZ	75/407,545	12/18/1997	2,433,817	3/6/2001	28	REGISTERED
HALLOWEEN SCREAMERS	75/038,213	12/28/1995	2,143,886	3/17/1998	11, 21, 24	REGISTERED
HALLOWEEN SCREAMERS	74/694,500	6/26/1995	2,036,193	2/4/1997	11	REGISTERED
HALLOWSCREAM	74/732,896	9/22/1995	1,995,652	8/20/1996	28	REGISTERED
HALLOWSCREAM	75/187,163	10/24/1996	2,224,948	2/23/1999	11, 20, 21, 28	REGISTERED
HARVEST PUMPKIN	75/443,784	3/3/1998	2,288,255	10/19/1999	20, 21	REGISTERED
HARVEST PUMPKIN	75/443,785	3/3/1998	2,288,256	10/19/1999	11	REGISTERED
HEROIC FIRE SUPERMOON	75/695,768	4/28/1999	2,332,683	3/21/2000	28	REGISTERED
HEROIC PLANET SAND	75/633,992	2/5/1999	2,304,307	12/28/1999	28	REGISTERED
HEROIC TEK SUPERMOON	75/695,767	4/28/1999	2,332,682	3/21/2000	28	REGISTERED
HIDE N' PEEK	75/652,947	3/3/1999			28	SUSPENDED
HOUND DOG CHRISTMAS	74/347,310	1/11/1993	1,843,967	7/5/1994	28	REGISTERED
ICE BALLERINA CASTLE	75/245,090	2/21/1997	2,202,103	11/3/1998	28	REGISTERED
ICE MOON ALPHA	75/241,457	2/13/1997	2,200,430	10/27/1998	28	REGISTERED
ICE MOON OMEGA		2/21/1997	2,237,400	4/6/1999	28	REGISTERED
ICE TANK KRYOSPIDER	75/377,455	10/22/1997	2,302,619	12/21/1999	28	REGISTERED
INNOVATIVE TIME	73/605,151	6/19/1986	1,454,968	9/1/1987	9, 18, 20, 25, 37, 42	REGISTERED
INNOVATIVE TIME AND DESIGN	73/356,822	3/26/1982	1,227,457	2/15/1983	14	REGISTERED
ITTY BITTY POP N' PEEPS	74/276,344	5/15/1992	1,848,256	8/2/1994	28	REGISTERED
JOHNNY APPLE BOT	76/168,790	11/22/2000			28	PENDING
JUNGLE PREDATORS	74/501,490	3/18/1994	1,893,832	5/9/1995	28	REGISTERED
KICKIN' FISHIN'	75/626,530	1/21/1999	2,478,403	8/14/2001	28	REGISTERED
KICKIN' HUNTIN'	75/638,726	2/11/1999	2,476,284	8/7/2001	28	REGISTERED
KING EL SMASHO	76/323,260	10/9/2001			28	PUBLISHED
KING OF THE BEASTS	74/489,650	2/14/1994	1,906,931	7/18/1995	28	REGISTERED
KING SLUGNUT	76/321,607	10/5/2001			28	PUBLISHED
KNIGHT SLAMMER	76/323,258	10/9/2001			9, 28	PUBLISHED

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KNIGHT SLUGNOID	76/323,259	10/9/2001			28	PUBLISHED
KOO KOO KITTY	74/523,553	5/11/1994	1,892,251	5/2/1995	28	REGISTERED
L.A.STYLE	74/274,153	5/7/1992	1,802,678	11/2/1993	14	REGISTERED
LAFFY	75/483,392	5/12/1998	2,302,870	12/21/1999	14	REGISTERED
LIGHT STORM	76/045,538	5/11/2000	2,568,259	5/7/2002	28	REGISTERED
LIGHTNING FORCE 1	75/749,677	7/13/1999	2,534,610	1/29/2002	28	REGISTERED
LIL' DUCKY DO	76/163,584	11/13/2000			28	ALLOWED
LIL' PIGGY TOO	76/163,583	11/13/2000	2,580,166	6/11/2002	28	REGISTERED
LOBJAW	76/135,456	9/26/2000	2,613,329	8/27/2002	28	REGISTERED
LOONEY BALL	74/407,792	6/30/1993	1,865,341	11/29/1994	28	REGISTERED
LOONEY PRESCHOOL	75/136,876	7/19/1996	2,097,219	9/16/1997	28	REGISTERED
LOVIN' TUNEFULS	76/047,103	5/15/2000	2,501,715	10/30/2001	28	REGISTERED
LOVIN' TUNEFULS CHEERLEADERS	75/808,689	9/28/1999	2,464,537	6/26/2001	28	REGISTERED
LUG NUT	76/135,460	9/26/2000			28	PENDING
MAD MAD MOLE MASH	75/626,566	1/21/1999	2,491,169	9/18/2001	28	REGISTERED
MADAME LEONA	75/491,113	5/17/1998	2,392,018	10/3/2000	28	REGISTERED
MAGIC STORY READER	76/039,677	5/3/2000			9	PENDING
MAINSTREET PARADE	75/389,142	11/12/1997	2,239,791	4/13/1999	28	REGISTERED
MAKE IT UNIQUE STAMP BOUTIQUE	75/241,909	2/14/1997	2,234,969	3/23/1999	28	REGISTERED
MALL BRAWL	76/271,222	6/13/2001			16, 28, 35	PENDING
MARTAIN BRAIN DISINTEGRATOR	75/265,590	3/28/1997	2,194,297	10/6/1998	28	REGISTERED
MASTERBOTIX	74/321,684	10/13/1992	1,846,274	7/19/1994	28	REGISTERED
MAX TUNNEL	76/292,591	7/31/2001			28	ALLOWED
MAXIMUM SPEED	75/874,557	12/18/1999	2,548,126	3/12/2002	28	REGISTERED
MAXIMUM SPEED	76/283,698	7/12/2001			25	PENDING
ME-FISTO	76/135,461	9/26/2000			28	PENDING
MEOW MEOW KITTY	74/347,199	1/11/1993	1,860,455	10/25/1994	28	REGISTERED
MICROSAURS	74/306,299	8/21/1992	1,899,979	6/13/1995	28	REGISTERED
MINI TEK FIGHTERS	74/721,483	8/28/1995	2,067,832	6/3/1997	28	REGISTERED
MISSION DISK	75/016,595	11/8/1995	2,159,285	5/19/1998	28	REGISTERED
MONSOON FORCE 4	75/749,676	7/13/1999	2,413,211	12/12/2000	28	REGISTERED
MOOCHEY THE MUTT	74/663,133	4/19/1995	1,956,568	2/13/1996	28	REGISTERED
MOONLIGHT CASTLE	75/343,354	8/19/1997	2,259,922	7/6/1999	28	REGISTERED
MR. MOOD	75/500,233	6/11/1998	2,373,626	8/1/2000	14	REGISTERED
MR. TOOTY	75/582,167	11/3/1998	2,392,696	10/10/2000	28	REGISTERED
MUY LOCO	75/936/396	3/8/2000	2,483,745	8/28/2001	28	REGISTERED
NEPTUNE BUBBLE STARCASTLE	75/333,534	7/31/1997	2,200,648	10/27/1998	28	REGISTERED
NEPTUNE STARCASTLE	75/016,722	11/8/1995	2,064,059	5/20/1997	28	REGISTERED
NIGHT LASER	74/340,319	12/15/1992	1,813,067	12/21/1993	28	REGISTERED
NORTH POLE HOTLINE	74/435,648	9/15/1993	1,838,780	6/7/1994	28	REGISTERED
NORTON	76/324,177	10/10/2001			28	PUBLISHED
OCEAN PREDATORS	74/501,491	3/18/1994	1,886,802	3/28/1995	28	REGISTERED
OLLIE THE OCTOPUS	74/186,971	7/22/1991	1,735,760	11/24/1992	28	REGISTERED
OPERATION BUG	75/495,297	6/2/1998	2,312,534	1/25/2000	28	REGISTERED
PANDA BYTE	75/370,669	10/9/1997	2,245,132	5/11/1999	9	REGISTERED
PARTY PAZAZZ	75/448,827	3/12/1998	2,350,686	5/16/2000	28	REGISTERED
PEACH SWEETIE	75/415,614	1/9/1998	2,468,111	7/10/2001	28	REGISTERED
PEPPERMINT TEA CASTLE	75/337/041	8/7/1997	2,259,913	7/6/1999	28	REGISTERED

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PLANET BONE	75/246,038	2/24/1997	2,185,021	8/25/1998	9	REGISTERED
PLANET BONE	75/241,451	2/13/1997	2,182,968	8/18/1998	28	REGISTERED
PLANET FIRE	75/274,868	4/15/1997	2,202,204	11/3/1998	28	REGISTERED
PLANET ICE	75/241,453	2/13/1997	2,185,005	8/25/1998	28	REGISTERED
PLANET REMORA	75/245,088	2/21/1997	2,185,020	8/25/1998	28	REGISTERED
PLANET REPTIZAR	75/246,201	2/24/1997	2,185,025	8/25/1998	16	REGISTERED
PLANET REPTIZAR	75/246,283	2/24/1997	2,182,977	8/18/1998	28	REGISTERED
PLANET ROCK	75/256,200	2/24/1997	2,185,024	8/25/1998	9	REGISTERED
PLANET ROCK	75/241,452	2/13/1997	2,182,969	8/18/1998	28	REGISTERED
PLANET TEK	75/187,161	10/24/1996	2,198,916	10/20/1998	28	REGISTERED
PLANET WATER	75/246,097	2/24/1997	2,182,975	8/18/1998	28	REGISTERED
PLAYMATION	74/494,645	2/28/1994	2,373,074	8/1/2000	28	REGISTERED
POP GIRL	75/526,382	7/27/1998	2,392,062	10/3/2000	28	REGISTERED
POWER CARDS	76/134,199	9/25/2000			16	PUBLISHED
POWER-UP	74/685,050	6/6/1995	2,129,273	1/13/1998	28	REGISTERED
PRETTY PARK CARNIVAL COLLECTION	75/101,520	5/7/1996	2,131,175	1/20/1998	28	REGISTERED
PRIMORDIAL	75/485,273	5/14/1998	2,229,010	3/2/1999	28	REGISTERED
PSYCHEDELIC FEEDBACK	75/789,675	9/1/1999	2,466,532	7/3/2001	28	REGISTERED
RUMBLE ARMOR	76/322,082	10/4/2001			28	PENDING
RUMBLE CARS	76/249,002	5/1/2001			9, 16, 28	ALLOWED
RUMBLE CONES	76/300,446	8/16/2001			28	PENDING
RUMBLE GLADIATORS	76/342,321	11/27/2001			28	PENDING
RUMBLE HAMMERS	76/300,442	8/16/2001			28	PUBLISHED
RUMBLE RIPPERS	78/110,857	2/25/2002			28	PENDING
RUMBLE ROBOT RUMBLE TRAPS	76/300,448	8/16/2001			9, 28	PUBLISHED
RUMBLE ROBOTS	76/283,699	7/12/2001			25	ALLOWED
RUMBLE ROBOTS	76/207,680	2/9/2001			16, 28	ALLOWED
RUMBLE ROBOTS & DESIGN	76/210,624	2/9/2001			16, 28	PENDING
RUMBLE ROBOTS INVASION	78/108,816	2/14/2002			16, 28	PENDING
RUMBLE ROOM	76/338,881	11/15/2001			41	PUBLISHED
RUMBLE WARS	76/293,302	8/1/2001			28	PUBLISHED
RUMBLE WIRE	76/300,441	8/16/2001			9, 28	PUBLISHED
RUMBLE WORLD	76/355,900	1/7/2002			16, 28	PENDING
SMILEYO'S	74/506,100	3/28/1994	1,910,221	8/8/1995	28	REGISTERED
SPATTERS	74/391,777	5/18/1993	1,845,196	7/12/1994	28	REGISTERED
SPATTERS	75/187,162	10/24/1996	2,163,347	6/9/1998	9, 20, 28	REGISTERED
SPOOKY TUNES	74/517,991	4/28/1994	1,887,302	4/4/1995	28	REGISTERED
SPORTS MASTER	73/641,976	1/29/1987	1,456,311	9/8/1987	9	REGISTERED
SPORTS MASTER	73/567,767	11/12/1985	1,507,866	10/11/1988	9, 14	REGISTERED
SPRINKLES	74/669,026	5/2/1995	2,011,142	10/22/1996	28	REGISTERED
SPUTTY BALL	75/074,189	3/18/1996	2,052,436	4/15/1997	28	REGISTERED
STARCASTLE	74/663,131	4/19/1995	2,005,292	10/1/1996	28	REGISTERED
STARCASTLE PONIES	75/168,576	9/19/1996	2,127,862	1/16/1998	28	REGISTERED
STARCASTLE STARDANCERS	75/924,342	2/24/2000			28	PENDING
STONE HURLING BEASTS		9/7/1993	1,874,767	1/17/1995	28	REGISTERED
STORM	76/130,978	9/15/2000			28	SUSPENDED
STORM	76/065,325	6/8/2000			28	SUSPENDED
STORM ANGELS	76/241,595	4/17/2001			28	PENDING
STORM BUBBLES	76/047,102	5/16/2000			28	SUSPENDED

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STORM DESIGN	76/133,437	9/15/2000			28	PENDING
STORM LIGHT WARS	76/249,004	5/1/2001			28	ALLOWED
STORM RAIDER	76/304,905	8/27/2001			28	PUBLISHED
STRAWBERRY SWEETIE	75/415,613	1/9/1998	2,468,110	7/10/2001	28	REGISTERED
STREET SWEEPER		11/18/1992	1,834,774	5/3/1994	28	REGISTERED
STROBIE	76/283,891	4/30/1997	2,241,146	4/20/1999	28	REGISTERED
SUNBEAM CASTLE	75/343,355	8/19/1997	2,259,923	7/6/1999	28	REGISTERED
SUNSHINE COLLECTION	75/101,524	5/7/1996	2,096,057	9/9/1997	28	REGISTERED
SUPER FLEX	75/104,035	5/14/1996	2,124,335	12/23/1997	28	REGISTERED
SUPER SPACE GUN	75/161,324	9/5/1996	2,160,928	5/26/1998	28	REGISTERED
SUPERMOON	75/375,427	10/17/1997	2,245,139	5/11/1999	28	REGISTERED
SUSHI SAM	76/258,453	5/18/2001			28	PENDING
SYSTEM X	75/222,983	1/9/1997	2,184,939	8/25/1998	28	REGISTERED
T TRENDMASTERS	75/526,793	7/27/1998	2,274,367	8/31/1999	9, 11, 14, 20, 21, 28	REGISTERED
TAILWIND	74/732,895	9/22/1995	1,993,590	8/13/1996	28	REGISTERED
TEACUP COLLECTION	75/265,627	3/28/1997	2,200,527	10/27/1998	28	REGISTERED
TEK COPTER	74/721,205	8/28/1995	2,093,513	9/2/1997	28	REGISTERED
TEK DISK	75/370,664	10/9/1997	2,250,486	6/1/1999	28	REGISTERED
TEK FIGHTERS	74/685,049	6/6/1995	2,041,289	2/25/1997	28	REGISTERED
TEK GEAR	75/669,027	5/2/1995	2,024,608	12/17/1996	28	REGISTERED
TEK SAM	76/271,215	6/13/2001			28	ALLOWED
TEK STORM	76/336,488	11/13/2001			28	PENDING
THE MAGIC OF MAIN STREET	74/590,762	10/26/1994	2,021,263	12/3/1996	28	REGISTERED
THE STORM	75/673,379	4/2/1999			28	PUBLISHED
THE WRITE TIME	73/403,301	11/22/1982	1,270,732	3/20/1984		EXPIRED
THUNDER FORCE 6	75/766,890	8/2/1999	2,494,894	10/2/2001	28	REGISTERED
TIME SQUARE	74/689,836	6/16/1995	2,084,558	7/29/1997	20	REGISTERED
TIMELESS CLASSIC	74/322,650	10/14/1992	1,973,177	5/7/1996	14	REGISTERED
TINY DREAMERZ	75/518,838	7/13/1998	2,363,115	6/27/2000	28	REGISTERED
TREASURE CASTLE	75/171,042	9/24/1996	2,217,651	1/12/1999	28	REGISTERED
TRENDMASTERS	74/254,028	3/10/1992	1,752,704	2/16/1993	28	REGISTERED
TRIPLE LOOP CRASH TRACKS	76/220,454	3/7/2001			28	PUBLISHED
TRI-RAPA-CERATOPS	76/220,466	3/7/2001	2,607,115	8/13/2002	28	REGISTERED
TRUE LOVE COLLECTION	75/479,849	5/5/1998	2,406,785	11/21/2000	28	REGISTERED
T-SHOCK	76/308,473	9/5/2001			28	SUSPENDED
TSUNAMI BALLS	76/130,976	9/15/2000			28	PENDING
TSUNAMI FORCE 5	75/763,787	7/29/1999	2,496,919	10/9/2001	28	REGISTERED
TURBO FLYERS	74/306,298	8/21/1992	1,814,491	12/28/1993	28	REGISTERED
TYPHOON FORCE 2	75/766,891	8/3/1999	2,394,369	10/10/2000	28	REGISTERED
UNLIMITOR	75/796,133	9/9/1999	2,598,540	7/23/2002		REGISTERED
WAR PLANETS	75/246,203	2/24/1997	2,185,026	8/25/1998	9	REGISTERED
WAR PLANETS	75/246,275	2/24/1997	2,182,976	8/18/1998	16	REGISTERED
WAR PLANETS	75/223,492	1/2/1997	2,182,925	8/18/1998	28	REGISTERED
WAR PLANETS	75/250,360	3/3/1997	2,234,992	3/23/1999	41	REGISTERED
WEDDING CAKE CASTLE	75/149,442	8/13/1996	2,154,253	4/28/1998	28	REGISTERED
WHOSE SIDE ARE YOU ON?!	76/186,684	12/22/2000				PUBLISHED
WINTER FACE DESIGN IN CIRCLE	74/506,669	3/28/1994	1,915,171	8/29/1995	28	REGISTERED
WINTER FACE IN SQUARE DESIGN	74/663,135	4/19/1995	1,988,255		28	REGISTERED
WISHING GEMSTONE BEAUTIES	74/488,399	2/9/1994	1,872,636	1/10/1995	28	REGISTERED

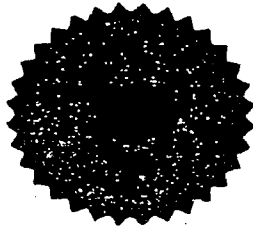
US Trademarks

Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
WISHING GEMSTONE PONIES	74/488,444	2/9/1994	1,872,637	1/10/1995	28	REGISTERED
WUVLUVS	75/922,776	2/22/2000	2,473,223	7/31/2001	28	REGISTERED
WWW.TRENDMASTERS.COM VISIT OUR SITE	75/626,567	1/21/1999	2,493,810	10/2/2001	35	REGISTERED
X1 PROTON BLASTER	75/241,908	2/14/1997	2,239,438	4/13/1999	28	REGISTERED
X1 RECOIL BLASTER	74/213,165	10/17/1991	1,749,495	1/26/1993	28	REGISTERED
X2 NITRO BLASTER	74/213,166	10/17/1991	1,766,829	4/20/1993	28	REGISTERED
X3 CYBER BLASTER	74/213,168	10/17/1991	1,749,497	1/26/1993	28	REGISTERED
X4 CYBER BLASTER	74/213,167	10/17/1991	1,749,496	1/26/1993	28	REGISTERED
X-BOTS	76/134,166	9/25/2000			16, 28	SUSPENDED
X-RAY RIFLE	75/265,591	3/28/1997	2,211,749	12/15/1998	28	REGISTERED
YOU GOTTA GET THE CARDS TO GET THE POWER	76/308,650	9/5/2001			16, 28	PENDING
ZANIACS	74/663,909	4/19/1995	2,014,508	11/5/1996	28	REGISTERED
ZOOB	75/063,029	2/26/1996	2,184,475	8/25/1998	28	REGISTERED
ZOBDUDE	75/833,984	10/28/1999	2,448,855	5/8/2001	28	REGISTERED
ZOOKA BLASTER	74/433,116	9/7/1993	1,873,348	1/10/1995	28	REGISTERED
ZOOKA FORCE	74/407,788	6/30/1993	1,895,635	5/23/1995	28	REGISTERED

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "JP/TIII ACQUISITION CORP.", CHANGING ITS NAME FROM "JP/TIII ACQUISITION CORP." TO "ALL SEASON TOYS, INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JANUARY, A.D. 2003, AT 10 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3594787 8100

030055224

AUTHENTICATION: 2229342

DATE: 01-28-03

**CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION
OF
JP/THI ACQUISITION CORP.**

The undersigned, Stephen G. Berman, hereby certifies that:

A. The name of the Corporation is JP/THI ACQUISITION CORP. (hereinafter called the "Corporation").

B. The certificate of incorporation of the Corporation is hereby amended by striking out Article 1 thereof and by substituting in lieu of said Article 1 the following new Article:


ARTICLE 1 The name of the Corporation is All Season Toys, Inc. (the "Corporation".)

C. The amendment to the Corporation's certificate of incorporation herein certified has been duly adopted and written consent has been given in accordance with the provisions of Section 228 and 242 of the Delaware General Corporation Law of the State of Delaware.

Signed on: January 21st 2003

JP/THI Acquisition Corp.

By:


Stephen G. Berman
Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 01/28/2003
030055224 - 3594787


CONSENT, UNDERTAKING AND ACKNOWLEDGMENT
(Trendmasters)

Trendmasters, Inc., a Missouri corporation, hereby acknowledges, confirms, and agrees for the benefit of each of the parties to the Agreement (as such term is defined herein) (and their respective successors and assigns) that: (i) it has been provided with a copy of that certain Asset Purchase Agreement (the "Agreement"), dated as of November 29, 2002, between JP/TIII Acquisition Corp. ("Buyer") and Bank of America, N.A. ("Seller"); (ii) it has had its counsel review the Agreement and advise it as to its contents and other matters relating thereto; (iii) a "default" presently exists under the Loan Documents and Seller, as a secured creditor, is entitled to exercise any and all of its foreclosure and other remedies under the Loan Documents and applicable law (including, without limitation, the UCC); (iv) the amount that it owes under the Loan Documents as of the date hereof, but prior to the application against that indebtedness of the Purchase Price, exceeds \$38,293,444 in the aggregate; (v) the notice of the intended disposition of Purchased Assets set forth in the Agreement or otherwise contemplated thereby that it has received is adequate and it hereby waives post-default any right it may have had to any other type of notice; (vi) it has had the primary contacts with not only Buyer, but also with other prospective purchasers of the Purchased Assets and it has requested that Seller enter into the transactions contemplated by the Agreement and, accordingly, it consents to the provisions of the Agreement so far as they relate to the consent by Trendmasters to the transfer of the Purchased Assets (including, without limitation, the transactions provided for in the Agreement but only as such transactions relate to the transfer of the Purchased Assets and contemplated thereby); (vii) every aspect of the disposition of Purchased Assets provided for in the Agreement is commercially reasonable; (viii) it will undertake to facilitate said transactions; and (ix) it hereby reaffirms all of its remaining obligations under the Loan Documents. Trendmasters hereby further acknowledges that this Consent and Acknowledgments shall be governed by the internal laws of the State of Missouri, that **THE WAIVER OF ANY RIGHT TO A JURY TRIAL** set forth in Section 24 of the Loan Agreement is applicable to this Consent and Acknowledgment and to the transactions contemplated by the Agreement pursuant to the provisions of such Section 24, and that the execution and delivery thereof by the corporate officer whose signature appears below has been authorized by all appropriate corporate action. Capitalized terms used herein, but not otherwise defined herein, shall have the meanings assigned to them in the Agreement.

Specifically, but without limiting the generality of clause (viii) in the preceding paragraph, following the Closing, Trendmasters shall execute, acknowledge and deliver such additional documents, instruments or conveyances, transfer and assignment or assurances and take such other action as Buyer reasonably requests in order to facilitate Buyer's obtaining possession and use of the Purchased Assets, and Trendmasters shall take no action, nor shall it permit its officers, directors and employees to take any action, which has the intent or effect of interfering with the Buyer's access to the Purchased Assets or the use and benefit thereof.

IN WITNESS WHEREOF, the undersigned has executed the foregoing Consent and Acknowledgment (Trendmasters) as of the day and year first written above in the preamble to the foregoing Agreement.

TRENDMASTERS, INC.
a Missouri corporation

By: 
Name: _____
Title:

ASSET PURCHASE AGREEMENT

by and between

JP/TIII ACQUISITION CORP.

and

BANK OF AMERICA, N.A.

Dated as of November 29, 2002

and Consented to by

LA SALLE BANK, N.A.

and

TRENDMASTERS, INC.

and

JAMES RUSSELL HORNSBY, JR.,

JAMES RUSSELL HORNSBY, JR.,
TRUSTEE OF JAMES RUSSELL HORNSBY, JR.
REVOCABLE TRUST DATED APRIL 23, 1998

and

DREAM GARDEN INVESTMENT
PARTNERSHIP, L.P.

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Exhibit B	Notification of Disposition of Collateral
Exhibit C	Bill of Sale and Assignment
Exhibit D	Assignment of Intellectual Property
Exhibit E	Accounts Receivable Assistance Agreement
Exhibit F	Hornsby Consulting and Restrictive Consent Agreement

ASSET PURCHASE AGREEMENT

THIS AGREEMENT (as it may be amended, supplemented or modified from time to time, this "Agreement") is made as of the 29th day of November, 2002 between JP/TIII Acquisition Corp., a Delaware corporation ("JPT" or "Buyer"), and BANK OF AMERICA, N.A. (the "Seller").

RECITALS

A. Seller has made certain loans to Trendmasters Inc. ("Trendmasters") under an Amended and Restated Loan Agreement dated as of November 30, 1997 between Lender and Trendmasters, as amended (as so amended, the "Credit Agreement");

B. Seller has made certain extensions of credit to Trendmasters under the Trade Finance Agreement dated January 16, 1998 and the General Customer Agreement dated January 22, 1998 between Lender (successor to NationsBank National Association) and Trendmasters (the "Trade Finance Agreement"; the Trade Finance Agreement and the Credit Agreement, together with all notes, security documents, guaranties, letter of credit applications, reimbursement agreements and all other agreements, certificates, documents, instruments and other writings executed in connection therewith, being called the "Loan Documents").

C. James Russell Hornsby Jr. ("Hornsby"), Hornsby's Trust and Dream Garden Investment Partnership L.P. ("Dream Garden"; together with Hornsby and Hornsby's Trust, the "Guarantors") have guaranteed certain obligations of Trendmasters under the Credit Agreement, as amended (as so amended, the "Guaranty") dated May 18, 2000.

D. Dream Garden has pledged certain cash collateral including the earnings thereon (the "Guarantor Cash Collateral") pursuant to a Security Agreement dated as of May 18, 2000.

E. Dream Garden redeemed all of Hornsby's Trust's limited partnership interest in Dream Garden in exchange for Dream Garden's transfer of all of its rights, title and interest in the Guarantor Cash Collateral to the Trust subject to the security interest held by Seller by virtue of that certain Redemption Agreement entered into on or about September 23, 2002. Prior to the date hereof, Seller has not consented to such transfer.

F. LaSalle Bank National Association ("LaSalle") and the Lender have entered into a Participation Agreement dated as of June 28, 1999, as amended (as so amended, the "Participation Agreement") pursuant to which LaSalle has purchased from the Lender a participation (the "LaSalle Loan Participation") in the rights and duties of Lender under the Credit Agreement.

G. Trendmasters is in default under the various terms and conditions of the Loan Documents.

H. Seller has undertaken to effect the sale pursuant to Section 9-610 of the Uniform Commercial Code (the "UCC") as enacted in the State of Missouri of certain of the assets of Trendmasters expeditiously in order to avoid or minimize the loss of value to which such assets may be subject due to the passage of time.

I. Buyer desires to purchase, Seller desires to sell pursuant to Section 9-610 of the UCC, and LaSalle, as Seller's loan participant, Trendmasters and the Guarantors, as evidenced by their execution and delivery of the Acknowledgement and Consent or the Consents, Undertakings and Acknowledgments (as the case may be) attached at the foot of this Agreement, have consented to the sale to Buyer pursuant to Article 9-610 of the UCC as amended of, certain of the assets of Trendmasters on the terms and conditions set forth in this Agreement.

J. Neither Buyer nor Seller intends, in entering into this Agreement and carrying out the transactions contemplated by this Agreement, to assume or become liable for any obligation, liability or indebtedness of Trendmasters and/or the Guarantors or of one another.

NOW, THEREFORE, in consideration of the foregoing, the representations, warranties and covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

For all purposes of this Agreement, the terms set forth below shall be defined as follows:

"Agreement" has the meaning given that term in the Preamble.

"Artwork" has the meaning given to that term in Section 2.01 hereof.

"Buyer" has the meaning given that term in the Preamble.

"Buyer Indemnifiable Claim or Claims" shall have the meaning set forth in Section 7.02 hereof.

"Buyer's Affiliates" shall have the meaning set forth in Section 7.02 hereof.

"Closing" means the closing of the transactions contemplated by this Agreement.

"Closing Date" has the meaning given that term in Section 5.01.

"Code" means the Internal Revenue Code of 1986, as amended.

"Effective Time" has the meaning given to such term in Section 5.01.

"Equipment and Tooling" has the meaning given that term in Section 2.01.

"Excluded Assets" has the meaning given that term in Section 2.01.

"Excluded Equipment" has the meaning given that term in Section 2.01(a) hereof.

"Governmental Entity" means any court, governmental authority or other regulatory or administrative agency or commission, domestic or foreign.

"Guarantors" has the meaning given to that term in the Recitals and shall refer to those persons and entities solely in their capacities as Guarantors under the Guarantees.

"Guaranty" has the meaning given to that term in the Recitals.

"Guarantor Cash Collateral" has the meaning given to that term in the Recitals.

"Hauser Causes of Action" has the meaning given to that term in Section 2.01 hereof.

"Hornsby" has the meaning given to that term in the Recitals.

"Hornsby's Trust" means James Russell Hornsby, Jr., Trustee of the James Russell Hornsby, Jr. Revocable Trust dated April 23, 1998.

"Indemnifiable Claim" shall mean a Buyer Indemnifiable Claim or a Seller Indemnifiable Claim, as the case may be.

"Indemnity Action" shall have the meaning set forth in Section 7.04 hereof.

"Intellectual Property" means: (i) all inventions (whether patentable or not patentable and whether or not reduced to practice) and all improvements thereto, (ii) all patents, patent applications, and patent disclosures, together with all reissuances, divisions, continuations, continuations-in-part, revisions, renewals, extensions and reexaminations thereof, (iii) all registered and unregistered trademarks, service marks, trade dress, logos, trade names, slogans and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (iv) all works of authorship, including, without limitation, all copyrightable works, all copyrights, all mask works and all applications, registrations and renewals in connection with any of the foregoing, and all moral rights, (v) all databases, data compilations and data collections, (vi) all trade secrets and confidential information (including without limitation, ideas, research and development, know-how, processes, methods, techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business, technical and marketing plans and proposals), (vii) all domain names, web addresses, websites (and the content and information contained on all such websites), telephone numbers and fax numbers, (viii) all Software, (ix) all artwork, negatives, films, printing plates and other similar items, (x) all other intellectual property and proprietary rights, (xi) all symbols, and (xii) all copies

and tangible embodiments of all of the foregoing items (i) through (xi) in any form or medium.

“LaSalle” has the meaning given to that term in the Recitals.

“LaSalle Loan Participation” has the meaning given to that term in the Recitals.

“Law” means any law, statute, ordinance, rule, regulation, code, order, judgment or decree or other restriction of any Governmental Entity.

“Licensed IP” has the meaning given that term in Section 2.01(b) hereof.

“Lien” means any mortgage, pledge, charge, security interest, claim or other encumbrance of any nature upon, or conditional assignment of, any property or assets.

“Loan Documents” has the meaning given that term in the Recitals.

“Loss” or “Losses” shall mean any and all liabilities, losses, costs, claims, damages, penalties and reasonable fees, expenses, and costs (including reasonable attorneys’ fees and expenses and costs of investigation and litigation, including, without limitation, court costs and costs of appeal and any fees or other costs incurred in connection with any possible expert witnesses). If any of the foregoing are Indemnifiable Claims hereunder, the terms “Loss” and “Losses” shall also include any and all reasonable attorneys’ fees and expenses and costs of investigation and litigation incurred by any indemnified Person in enforcing the indemnities set forth in Article 7 hereof.

“Non-Pledged Causes of Action” has the meaning given to that term in Section 2.01 hereof.

“Person” shall mean any individual, corporation, proprietorship, firm, partnership, limited partnership, limited liability partnership, limited liability company, trust, association, joint venture or other business entity or governmental agency, commission or instrumentality.

“Purchase Price” has the meaning given that term in Section 2.02.

“Purchased Assets” has the meaning given that term in Section 2.01.

“Real Property Leases” means the leased real property described on Schedule 2.01.

“Seller” has the meaning given that term in the Preamble.

“Seller Indemnifiable Claim or Claims” shall have the meaning set forth in Section 7.03 hereof.

“Seller’s Affiliates” shall have the meaning set forth in Section 7.03 hereof.

"Software" means computer software, source code and object code, whether embodied in software, firmware or otherwise (including, without limitation, algorithms, methodologies, related data and documentation).

"Storm Factories" has the meaning given to that term in Section 5.05(a) hereof.

"Storm Factories Agreement" has the meaning given to that term in Section 5.05(a) hereof.

"Storm Line" has the meaning given to that term in Section 2.01(d) hereof.

"Supplemental Agreement" has the meaning given that term in Section 5.05(d) hereof.

"2002 Catalog" has the meaning given to that term in Section 2.01(d) hereof.

"Tax" means any foreign, federal, state or local income, gross receipts, license, severance, occupation, premium, environmental (including taxes under Section 59A of the Code), customs, duties, profits, disability, registration, alternative or add-on minimum, estimated, withholding, payroll, employment, unemployment insurance, social security (or similar), excise, sales, use, value-added, occupancy, franchise, real property, personal property, business and occupation, mercantile, windfall profits, capital stock, stamp, transfer, workman's compensation or other tax, fee or imposition of any kind whatsoever, including any interest, penalties, additions, assessments or deferred liability with respect thereto, whether disputed or not.

"Tax Return" means any return, report, deduction, claim for refund, estimate, election or information statement or bill relating to any Tax, including any schedule or attachment thereto and any amendment thereof.

"Trade Finance Agreement" has the meaning given to that term in the Recitals.

"Trendmasters" has the meaning given to that term in the Recitals.

"Trendmasters Products" has the meaning given to that term in Section 2.01(d) hereof.

"UCC" has the meaning given that term in the Recitals.

"Warranty" means all claims and rights against third parties, if and to the extent the same relate to or arise under the Purchased Assets, including, without limitation, all rights under manufacturer and vendor warranties, service life policies, customer support arrangements and similar items, and all rights of recovery, setoffs and credits.

ARTICLE 2
PURCHASE AND SALE OF ASSETS

2.01 Purchase and Sale of the Purchased Assets; Excluded Assets. Subject to the terms and conditions of this Agreement, at the Closing (which is being held concurrently with the execution of this Agreement by the parties, as provided in Article 5), Seller shall sell, assign, convey and transfer to Buyer, and Buyer shall purchase from Seller, all of the right, title and interest of Trendmasters in the following assets, properties and rights pursuant to Section 9-610 of the UCC as in effect in the applicable jurisdictions (the "Purchased Assets"):

(a) all of Trendmasters' computers, furniture, furnishings, fixtures, other fixed assets, supplies and other tangible personal property (including inventories of raw materials, works-in-progress and finished goods) as of the Closing Date, and any and all machinery, equipment, tooling (including molds), accompanying specifications, tools and spare parts (collectively, the "Equipment and Tooling"), except for the Equipment set forth on Schedule 2.01(a) ("Excluded Equipment");

(b) all of the Trendmasters' Intellectual Property as of the Closing Date, including, without limitation, the Intellectual Property described in Schedule 2.01(b)(i) (other than the rights of Trendmasters in any patents, trademarks, and copyrights to the extent that Trendmasters' rights therein arise out of any licensing agreement or such patents, copyrights or trademarks are otherwise not owned by Trendmasters (the "Licensed IP") which are listed in the attached Schedule 2.01(b)(ii), and other than interests in registered copyrights;

(c) all of the rights of Trendmasters as of the Closing Date in, to and under any federal, state, local and other governmental licenses, permits, approvals and authorizations that relate to or are necessary to conduct Trendmasters' businesses or to own and operate the Purchased Assets; in each case to the extent assignable (collectively, the "Permits");

(d) subject to the right of access Buyer agrees to afford Trendmasters and Guarantors in Section 8.02 hereof, all customer service lists, customer communications, customer forecasts and all other customer information, all sales and product literature, all warranty and other claims information, all documents, books, drawings, designs, logs, manuals and records relating to the other Purchased Assets, and all other information and records used in the operation of Trendmasters' businesses, all as of the Closing Date, including, without limitation, with respect to all of the products described in the 2002 Catalog of Trendmasters (the "2002 Catalog"), all of Trendmasters' seasonal and novelty products, and all improvements, enhancements and derivatives thereof and any other products, product ideas or concepts now conceived or under development, and all work in process of any kind, and such products to include, but not be limited to, the Storm product line described on pp. 14-25 of the 2002 Catalog and the "pool line" under development tentatively referred to by Trendmasters as "Storm Tropics" (collectively the Storm product line and Storm Tropics referred to as the "Storm Line"), and all products, product ideas and concepts conceived, developed, sold or marketed prior to the date

hereof (collectively, all of the foregoing referred to as the "Trendmasters Products"), but excluding financial statements, tax returns and minutes and other similar official corporate records (copies of all of which shall be made available to Buyer before and after the Closing upon reasonable request);

(e) all Warranties as of the Closing Date with respect to the other Purchased Assets, if any; to the extent assignable (or to the extent not assignable, subrogation rights with respect to such Warranties); and

(f) all causes of action of Trendmasters other than those causes, if any against Seller, LaSalle, and/or officers, directors and shareholders of Trendmasters, the Hauser Causes of Action, and the Non-Pledged Causes of Action (as such terms are defined herein).

Notwithstanding the foregoing, the Purchased Assets shall not include any of the following (collectively, the "Excluded Assets"): (i) any of Trendmasters' accounts or notes receivable, and any documents, bills of exchange, checks and negotiable instruments, shipping and transport documents, bills of lading, warrants, delivery orders, wharfingers' or godown or warehouse keepers' certificates or receipts and other documents of title, drafts, acceptances, letters of credit, and other forms of obligations respecting rights of Trendmasters to the payment of money from others and all other rights to the payment of money relating to any and all goods shipped prior to the date hereof and not with respect to any goods shipped on or after the date hereof and consistent therewith all such goods, (ii) any of Trendmasters' cash on hand or in bank accounts, (iii) any interest of Trendmasters in any of Trendmasters' tax refunds, (iv) any interest of Trendmasters in any life insurance policy, (v) any interest in any treasury stock of Trendmasters (vi) the Real Property Leases, (vii) the Excluded Equipment, (viii) the Licensed IP and registered copyrights, (ix) any and all prepaid items and deposits, including under Real Property Leases, other than prepayments and deposits under licenses and other contract rights assigned to Buyer as part of the Purchased Assets; (x) all causes of action if any, against (a) Seller, (b) LaSalle, (c) officers, directors and shareholders of Trendmasters, and/or (d) Leo Hauser for events occurring prior to the closing date relating to the claims asserted in the complaint by Trendmasters against Leo Hauser which has been filed in the U.S. District Court for the Eastern District of Missouri (the "Hauser Causes of Action"); (xi) any and all causes of action of Trendmasters in which Seller has not or could not have been granted a security interest or other Lien (the "Non-Pledged Causes of Action"); (xii) all artwork and sculptures belonging to Trendmasters (the "Artwork"), including, without limitation, all artwork that is or was located at Trendmasters' offices in St. Louis, Missouri; and (xiii) any agreements between Trendmasters and Zolfo Cooper, LLC including the letter dated October 9, 2002 signed by Trendmasters.

2.02 Purchase Price. The purchase price (the "Purchase Price") for the purchase and sale of the Purchased Assets shall be \$19,000,000 (subject to no adjustments and/or prorations of any nature or amount whatsoever). The Purchase Price shall be paid by Buyer at the Closing by wire transfer of immediately available funds to the account or accounts specified by Seller in a written notice given to Buyer prior to the Closing.

2.03 No Assumption of Obligations. AS PART OF THIS AGREEMENT, NEITHER SELLER NOR BUYER IS ASSUMING AND NEITHER SHALL BE LIABLE FOR ANY DEBT, OBLIGATION, RESPONSIBILITY OR LIABILITY OF TRENDMASTERS AND/OR THE GUARANTORS OR OF ONE ANOTHER, WHETHER KNOWN OR UNKNOWN, CONTINGENT OR ABSOLUTE OR OTHERWISE AND WHETHER RELATING TO THE PURCHASED ASSETS OR THE EXCLUDED ASSETS OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY DEBT, OBLIGATION, RESPONSIBILITY OR LIABILITY WITH RESPECT TO EQUIPMENT LEASES, LICENSE AGREEMENTS OR CONTRACTS. IN FURTHERANCE AND NOT IN LIMITATION OF THE FOREGOING, NEITHER BUYER NOR BUYER'S AFFILIATES SHALL ASSUME ANY LIABILITY UNDER ANY EQUIPMENT LEASE, LICENSE AGREEMENT OR OTHER CONTRACT, UNLESS BUYER OR BUYER'S AFFILIATES (AS THE CASE MAY BE) AFFIRMATIVELY ASSUMES ANY LIABILITY UNDER SUCH EQUIPMENT LEASE, LICENSE AGREEMENT OR CONTRACT IN WRITING, WHICH MAY OCCUR AT OR FOLLOWING THE CLOSING IN THE SOLE DISCRETION OF BUYER OR BUYER'S AFFILIATES.

2.04 Application of Guarantor Cash Collateral. Prior to or contemporaneously with the Closing, Seller shall consent to the transfer of the ownership of the Guarantor Cash Collateral (subject in all instances to Seller's continuing security interest therein) pursuant to a written Consent and Settlement Agreement substantially in the form of Exhibit A hereto, and Seller shall apply the Guarantor Cash Collateral against the obligations owing under the Guarantees. Without limiting the generality of Section 2.02 hereof, such an application of the Guarantor Cash Collateral shall in no manner reduce, partially satisfy or otherwise count against the Purchase Price, but shall be in addition to the Purchase Price. Seller acknowledges that, upon such application, the Guarantors shall have fulfilled their obligations to Seller under the Guarantees except solely for the contingent obligations set forth in Section 7 thereof.

2.05 [Intentionally Omitted].

2.06 No Waiver of Remaining Trendmasters or Guarantors Liability or of Security Interests. Notwithstanding any other provision of this Agreement to the contrary, Seller, in no manner whatsoever, waives any (but instead expressly reserves any and all) of its claims, rights, powers and/or remedies against Trendmasters, the Guarantors (subject to the acknowledgement set forth in Section 2.04 hereof), any person or entity in any other capacity, or any of their respective property (including, without limitation, any of the Excluded Assets (other than the Licensed IP and the Non-Pledged Causes of Action)), except solely that, in the event that the transactions contemplated hereby are consummated, (1) Seller shall credit an amount equal to the Purchase Price against the amounts owing under the Loan Documents in any manner Seller so determines within the provisions of the Loan Documents and (2) the transfer of the Purchased Assets to Buyer pursuant to the provisions of this Agreement will result in the Purchased Assets being free of any security interest or other Lien asserted by the Seller therein. Specifically, but without limiting the generality of the foregoing, Seller's

security interests and Liens in, to, and on any and all of the Excluded Assets (other than the Licensed IP and the Non-Pledged Causes of Action) shall remain unaffected upon and by the consummation of the transactions contemplated hereby.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as of the date of this Agreement as follows:

3.01 Purchased Assets. Seller sent notice of the private foreclosure sale in the form of Exhibit B hereto to the persons and entities set forth on Schedule 3.01-A hereto, by depositing the same in the U.S. Mail, First Class postage prepaid, or by hand delivery, or by facsimile, on or before December 2, 2002. Seller has not intentionally released or subordinated or otherwise transferred to any other person or entity any of its security interests or Liens in and to the Purchased Assets existing as of the Closing Date (including, without limitation, any of the UCC financing statements listed on Schedule 3.01-B hereto) except to the extent that the LaSalle Loan Participation can be said to constitute any such transfer. Except as expressly and explicitly provided in this Article 3, Seller makes no representation or warranty in favor of Buyer or any of its successors and assigns (and specifically, but without limiting the generality of the foregoing, does not undertake or otherwise assume any liability whatsoever with respect to any representations or warranties made by Trendmasters or any of its officers, directors, shareholders, agents, attorneys or employees in favor of Buyer). Consistent with, but not in limitation of, the foregoing, Seller makes no representation or warranty (and specifically, but without limiting the generality of the foregoing, does not undertake or otherwise assume any liability whatsoever with respect to any representations or warranties made by Trendmasters or any of its officers, directors, shareholders, agents, attorneys or employees in favor of Buyer) as to (a) the efficacy of the foreclosure sale contemplated by this Agreement (except as explicitly provided in the last sentence of this Section 3.01), (b) title in and/or to or the merchantability, completeness or existence of the Purchased Assets (specifically and without limiting the generality of the foregoing, there is no warranty relating to title, possession, quiet enjoyment or the like in this disposition), or (c) the perfection or priority of any of its security interests or other Liens on, in and to the Purchased Assets. Seller does represent and warrant to Buyer that the transfer of the Purchased Assets to Buyer pursuant to this Agreement will result in the Purchased Assets being free of any and all security interests or other Liens asserted by Seller in those assets and that Seller has no actual knowledge of any security interests of others except as listed in the lien searches attached as Schedule 3.01-C.

3.02 Authority; Authorization; Enforceability. Seller has the requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, have been duly authorized and approved by all necessary corporate action on the part of Seller. This Agreement has been duly executed and delivered by, and constitutes a valid and binding obligation of

Seller, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws and general and equitable principles.

3.03 Certain Fees and Obligations. Seller is not obligated to pay any fee or commission to any broker, finder or intermediary in connection with the transactions contemplated by this Agreement.

3.04 Limited Additional Representations. Seller's execution, delivery and performance of this Agreement and the Supplemental Agreement and the consummation of the contemplated transactions will not (i) conflict with or violate any contract or instrument to which Seller is a party, or (ii) conflict with or violate any law, rule, order or judgment to which Seller is subject; provided that nothing in this Section 3.04 shall expand the Seller's obligations or the limitations set forth in Section 3.01. Seller represents and warrants that its books and records reflect that Trendmasters, as of the date hereof, but prior to the application of the Purchase Price to such indebtedness pursuant to Section 2.06 hereof, owes in excess of \$38,293,444 under the Loan Documents. Seller represents and warrants that attached as Schedule 3.04 are true, correct and complete copies of the Seller's security agreements and all written amendments thereto. The security agreement and any amendments signed by the Seller were validly executed by the Seller.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as of the date of this Agreement as follows:

4.01 Corporate Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and Buyer has the requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted.

4.02 Authority; Authorization; Enforceability. Buyer has the requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action on the part of Buyer. This Agreement has been duly executed and delivered by, and constitutes a valid and binding obligation of, Buyer, enforceable against Buyer in accordance with its terms subject to applicable bankruptcy, insolvency and similar laws and general equitable principles.

4.03 Certain Fees and Obligations. Buyer is not obligated to pay any fee or commission to any broker, finder or intermediary in connection with the transactions contemplated by this Agreement.

ARTICLE 5
CLOSING

5.01 The Closing. The Closing shall take place at the offices of Lewis, Rice & Fingersh, L.C., Suite 2000, 500 North Broadway, St. Louis, MO 63102 concurrently with the execution of this Agreement by Buyer and Seller (the date of the Closing being referred to herein as the "Closing Date"). In lieu of an in-person Closing, the parties may elect to close by facsimile transaction of executed documents, wire transfer of the Purchase Price, and overnight delivery scheduled for the following day of executed original documents. At the Closing, the actions described in this Article 5 shall be taken. All actions shall be deemed to have occurred simultaneously and as of the closing of business on the Closing Date (the "Effective Time"), and the effectiveness of any action taken at the Closing shall, unless otherwise agreed to by Buyer and Seller, be conditioned upon the taking of all other action required by this Article 5.

5.02 Deliveries by Seller. At the Closing, Seller shall deliver the following to Buyer:

(a) A general bill of sale and assignment in the form attached hereto as Exhibit C executed by Seller.

(b) Assignments in the forms attached hereto as Exhibits D-1 and D-2 executed by Seller assigning to Buyer the Intellectual Property, if any, including patents, trademarks and associated goodwill.

(c) Such other certificates, documents and instruments as Buyer reasonably may request in connection with the transaction contemplated by this Agreement.

5.03 Deliveries by Buyer. At the Closing, Buyer shall deliver (or cause to be delivered) the following to Seller:

(a) The Purchase Price, payable as provided in Section 2.02 hereto.

(b) A certificate signed by a duly authorized officer of Buyer and dated the Closing Date stating that the representations and warranties of Buyer set forth in Article 4 are accurate and correct in all material aspects.

(c) Such other certificates, documents and instruments as Seller reasonably may require in connection with the transactions contemplated by this Agreement.

5.04 Mutual Deliveries. At the Closing, Buyer and Seller shall deliver the following:

(a) Originals of this Agreement executed by Buyer and Seller.

(b) An Accounts Receivable Assistance Agreement in the form attached hereto as Exhibit E executed by Buyer and Seller.

5.05 Other Deliveries (in Favor of Buyer). At Closing, the following shall occur to the satisfaction of Buyer and its counsel:

(a) Wing Shing, Tat Chi, Foamtech and Pacific Industrial and their affiliated entities, represented by Trendmasters as being all of the factories producing the Storm Line products (the "Storm Factories") shall agree to accept not more than US\$2,750,000 for all amounts due to such factories from Trendmasters, pursuant to an agreement (the "Storm Factories Agreement") in form and substance acceptable to Buyer and its counsel;

(b) The Supplemental Consent, Undertaking and Acknowledgment (Trendmasters), substantially in the form attached at the foot of this Agreement, shall have been executed and delivered by Trendmasters;

(c) Hornsby shall enter into a consulting and restrictive covenant agreement with Buyer substantially in the form of Exhibit F hereto;

(d) Buyer shall have received from Seller a supplemental agreement (the "Supplemental Agreement") in form and substance acceptable to Buyer; and

(e) Trendmasters shall have delivered a certificate in form satisfactory to Buyer signed by a duly authorized officer of Trendmasters and dated the Closing Date (i) that attached thereto are true, correct and complete copies of (A) the Articles of Incorporation, (B) By-Laws of Trendmasters, (C) the resolutions of Trendmasters' Board of Directors authorizing the execution, delivery and performance of all documents delivered by Trendmasters in connection with this Agreement, and (D) a consent of Hornsby's Trust in form satisfactory to Buyer as sole owner of voting shares of Trendmasters as to the execution, delivery and performance by Trendmasters of this Agreement and all documents by Trendmasters delivered in connection therewith; and (ii) as to the incumbency and proper signatures of the officers of Trendmasters authorized to execute all documents in connection with this Agreement; and

(f) Trendmasters shall cause its counsel, Husch & Eppenberger, LLC, to deliver a legal opinion addressed to Seller and Buyer, in form reasonably satisfactory to Buyer as to the due authorization, validity and enforceability (subject to the usual and customary qualifications generally found in such opinions) as to Trendmasters' execution, delivery, and performance of all documents delivered by Trendmasters in connection with this Agreement, it being understood that notwithstanding the introductory clause of this Section 5.05, Trendmasters shall have seven days from the date of Closing to cause such legal opinion to be delivered.

5.06 Other Deliveries (in Favor of Seller). At Closing, the following shall occur to the satisfaction of Seller:

(a) Each of the Acknowledgement and Consent (LaSalle Bank National Association), Consent, Undertaking and Acknowledgment (Trendmasters), and Consent, Undertaking and Acknowledgement (the Guarantors), each substantially in the form

attached at the foot of this Agreement, shall have been executed and delivered by the signatories thereto.

(b) Trendmasters shall have delivered a certificate in form satisfactory to Seller signed by a duly authorized officer of Trendmasters and dated the Closing Date (i) that attached thereto are true, correct and complete copies of (A) the Articles of Incorporation, (B) By-Laws of Trendmasters, (C) the resolutions of Trendmasters' Board of Directors authorizing the execution, delivery and performance of all documents delivered by Trendmasters in connection with this Agreement, and (D) a consent of Hornsby's Trust in form satisfactory to Seller as sole owner of voting shares of Trendmasters as to the execution, delivery and performance by Trendmasters of this Agreement and all documents by Trendmasters delivered in connection therewith; and (ii) as to the incumbency and proper signatures of the officers of Trendmasters authorized to execute all documents in connection with this Agreement;

(c) Trendmasters shall cause its counsel, Husch & Eppenberger, LLC, to deliver a legal opinion addressed to Seller and Buyer, in form reasonably satisfactory to Seller as to the due authorization, validity and enforceability (subject to the usual and customary qualifications generally found in such opinions) as to Trendmasters' execution, delivery, and performance of all documents delivered by Trendmasters in connection with this Agreement, it being understood that notwithstanding the introductory clause of this Section 5.06, Trendmasters shall have seven days from the date of Closing to cause such legal opinion to be delivered; and

(d) Joseph D. Lehrer, as Trustee of the Julie Hornsby Qualified Subchapter S Trust No. 1 for the benefit of Ashley Hornsby, as Trustee of the Julie Hornsby Qualified Subchapter S Trust No. 1 for the benefit of Megan Hornsby and as Trustee of the Julie Hornsby Qualified Subchapter S Trust No. 1 for the benefit of Natalie Hornsby shall have delivered a letter to the Seller in form satisfactory to the Seller.

ARTICLE 6 ADDITIONAL COVENANTS

6.01 UCC Terminations. Within 10 days of Closing, Seller shall provide Buyer either with copies of all filed UCC-3 partial release or termination statements which reflect the release by Seller of its security interest in the Purchased Assets suitable for filing in each filing office in which financing statements are on file covering any of the Purchased Assets and naming Seller as Secured Party and Trendmasters as debtor or with an agreement authorizing Buyer to prepare and so file such termination statements.

6.02 Further Assurances. From time to time following the Closing, and for a period of one year after the Closing Date, Seller, without in any manner being required to expand to any extent or otherwise alter to its detriment its obligations hereunder, shall execute, acknowledge and deliver such additional documents, instruments or conveyance, transfer and assignment or assurances and take such other action as Buyer reasonably may request in order to more effectively assign, convey and transfer to Buyer and fully

vest (to the extent possible) title to the Purchased Assets in Buyer in accordance with this Agreement.

6.03 Publicity. The parties shall consult with each other and shall mutually agree (the agreement of each party not to be unreasonably withheld or delayed) upon the consent and timing of any press release or other public statements with respect to the transactions contemplated by this Agreement and shall not issue any such press release or make any such public statement prior to such consultation and agreement, except as may be required by applicable law or by the rules of any stock market; provided, however, that each party shall give prior notice to the other parties of the content and timing of any such press release or other public statement required by applicable law or by the rules of any stock market.

6.04 Receipt of Payments. If at any time after the Effective Time Buyer receives any payment with respect to any accounts receivable included in the Excluded Assets, Buyer promptly shall deliver such payment to Seller in accordance with the Accounts Receivable Assistance Agreement attached and marked Exhibit D. If at any time after the Closing, Seller, Trendmasters or the Guarantors receives any payment with respect to any of the Purchased Assets of Buyer which arise after the Closing Date, Seller shall promptly deliver such payment to Buyer.

6.05 Non-Compete. Seller disclaims any property interest in the Licensed IP and accordingly, covenants not to use any of the Licensed IP to compete against Buyer or any of Buyer's affiliates.

6.06 Notice. To the extent that Seller is joined as a party in any proceeding relating to any of the Purchased Assets, it will promptly give Buyer written notice thereof.

ARTICLE 7 INDEMNIFICATION

7.01 Survival. The representations, warranties, covenants and agreements of the parties set forth in this Agreement and in any agreement or certificate delivered pursuant hereto shall survive the Closing and any investigation made by any party to this Agreement.

7.02 Indemnification by Seller. From and after the Effective Time, Seller shall indemnify, defend and hold Buyer and each of its officers, employees, agents (including accountants and attorneys), directors, shareholders, subsidiaries or other affiliates (collectively, "Buyer's Affiliates"), harmless from and against all Losses of any character whatsoever (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by any of them which arise out of: (i) any misrepresentation or inaccuracy of a representation or warranty made by Seller in Article 3 of this Agreement, (ii) any nonfulfillment of a covenant or any other agreement on the part of Seller set forth in this Agreement, and (iii) all actions, suits, proceedings and judgments incident to any of the foregoing. All of the foregoing actions described in clauses (i)-(iii) of this Section 7.02

are each referred to herein as a "Buyer Indemnifiable Claim" and collectively, as the "Buyer Indemnifiable Claims"

7.03 Indemnification by Buyer. From and after the Effective Time, Buyer shall indemnify, defend and hold Seller and each of its officers, employees, agents (including accountants and attorneys), directors, shareholders, subsidiaries or other affiliates, (collectively, "Seller's Affiliates") harmless from and against all Losses of any character whatsoever (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by any of them which arise out of: (i) any misrepresentation or inaccuracy of a representation or warranty made by Buyer in Article 4 of this Agreement, (ii) any nonfulfillment of a covenant or any other agreement on the part of Buyer set forth in this Agreement, and (iii) all actions, suits, proceedings and judgments incident to any of the foregoing. All of the foregoing actions described in claims (i)-(iii) of this Section 7.03 are each referred to herein as a "Seller Indemnifiable Claim" and collectively, as the "Seller Indemnifiable Claims"

7.04 Termination of Indemnity. The obligations of Seller under Section 7.02 hereof and of Buyer under Section 7.03 hereof automatically shall terminate on the date that follows the expiration of the applicable statute of limitations where, during such period, no action (an "Indemnity Action") seeking to impose Losses upon Buyer or Buyer's Affiliates, or upon Seller or Seller's Affiliates (as the case may be), relating to an Indemnifiable Claim has been commenced or, if any Indemnity Action had been so commenced, such Indemnity Action subsequently was dismissed with prejudice or without prejudice and not reinstated during such period (unless any statute of limitations was tolled in connection with any such dismissal). Except solely as provided in the preceding sentence, the obligations of Seller under Section 7.02 hereof and of Buyer under Section 7.03 hereof shall not terminate under any circumstances.

7.05 Notice of Indemnifiable Claims. As soon as reasonably practicable after becoming aware of an Indemnifiable Claim or the commencement of any Indemnity Action, Buyer, on behalf of itself or Buyer's Affiliates, or Seller, on behalf of itself or Seller's Affiliates (as the case may be), seeking such indemnification, shall deliver written notice (the "Notice") to Seller or Buyer (as the case may be), describing in reasonable detail the basis of such Indemnifiable Claim; provided, however, that the failure to give such Notice or to provide copies of documents or to furnish relevant data shall not constitute a defense (in whole or part) to any claim by Buyer or Buyer's Affiliates against Seller or to any claims by Seller or Seller's Affiliates against Buyer (as the case may be) for indemnification hereunder, except and only to the extent that such failure shall have caused or increased such liability or materially adversely affected Seller's or Buyer's (as the case may be) ability to defend against or reduce its liability.

7.06 Notice of Third Party Claims; Assumption of Defense. Upon receipt of an initial Notice, Seller or Buyer (as the case may be) may, at its own expense, (i) participate in the defense of any such claim, suit, action or other proceeding and (ii) upon written notice to Buyer or Seller (as the case may be) and the delivery to Buyer or Seller (as the case may be) of a written agreement acknowledging that Buyer or Seller (as the case may be) is entitled to indemnification pursuant to this Agreement for Losses arising out of

such claim, suit, action or proceeding, at any time during the course of any such claim, suit, action or proceeding, assume the defense thereof; provided that Buyer or Seller (as the case may be) shall have the right (but not the duty) to participate in the defense thereof and to employ separate counsel from the counsel employed by Seller or Buyer (as the case may be) at Buyer's or Seller's (as the case may be) own expense. Whether or not Seller or Buyer (as the case may be) should choose to defend or prosecute any such claim, suit, action or proceeding, all of the parties hereto shall cooperate in the defense or prosecution thereof; provided, however, that where Seller or Buyer (as the case may be) has not assumed defense of any Indemnity Action pursuant to the provisions hereof, Buyer or Seller (as the case may be), after good faith consultation with Seller or Buyer (as the case may be) that is appropriate under the circumstances, shall have ultimate control over the prosecution or defense thereof.

7.07 Settlement or Compromise. Any settlement or compromise made or caused to be made pursuant to the provisions of Section 7.06 hereof by Buyer or Seller, as the case may be, of any Indemnity Action being defended by Buyer or Seller, as the case may be, shall be binding upon the other individual or entity, in the same manner as if a final judgment or decree had been entered by a court of competent jurisdiction in the amount of such settlement or compromise. Notwithstanding the foregoing, (i) no obligation, restriction or expense shall be imposed on any Buyer or Buyer's Affiliate in the case of any Buyer Indemnifiable Claim or on Seller or Seller's Affiliate in the case of any Seller Indemnifiable Claim as a result of such settlement without its prior written consent, and (ii) Buyer and Seller will give each other 30 days' notice of any proposed settlement or compromise of any claim, suit, action or proceeding it is defending, during which time the other may reject such proposed settlement or compromise; provided, however, that from and after the date of such rejection, the other shall be obligated to assume all aspects of the defense of such Indemnity Action and any and all Losses relating to an Indemnifiable Claim in connection therewith.

7.08 Obligations of Buyer and Seller. Buyer and Seller shall fully cooperate with one another, including, as may be reasonably requested by the other party, making available all relevant records, documents and files with respect to any such claim, suit, action or proceeding, providing access to counsel and any applicable employees, if applicable, whether as witnesses or for information purposes.

7.09 Continuing Indemnity. Consistent with, but not in limitation of, the foregoing, the obligations of Seller under Section 7.02 hereof and of Buyer under Section 7.03 hereof are continuing (except solely as provided in Section 7.04 hereof), irrevocable, absolute and unconditional and will remain in full force and effect.

ARTICLE 8 TAX MATTERS

8.01 Purchase Price Allocation. Buyer shall, within 120 days after the Closing Date, prepare a schedule allocating the Purchase Price among the Purchased Assets in accordance with Treasury Regulation 1.1060-1T (or any comparable provisions of state or local tax law) or any successor provision. Buyer shall report and file all tax returns

(including amended Tax Returns and claims for refunds) consistent with the allocation set forth on such schedule, and shall take no position contrary thereto or inconsistent therewith (including, without limitation, in any audits or examinations by any taxing authority or any other proceedings). Buyer shall cooperate in the filing of any forms (including Form 8594) with respect to such allocation.

8.02 Filing Tax Returns; Cooperation. Seller and Buyer (and Buyer in respect to Trendmasters and Guarantors) reasonably shall cooperate, and shall cause their respective affiliates, officers, employees, agents, auditors and representatives reasonably to cooperate, in preparing and filing Tax Returns (including amended Tax Returns and claims for refund) including, without limitation, the issuance of a power of attorney, if necessary and maintaining and making available to each other all records relating to the Purchased Assets necessary in connection with Taxes and in resolving all disputes and audits with respect to all taxable periods relating to Taxes. Consistent with, but not in limitation of, the foregoing, Buyer and Seller shall retain all financial records and other information relating to the Purchased Assets for a period of four years after the Closing Date and shall afford each other (at its option) and Trendmasters and Guarantors upon reasonable advance notice access to (and permit any copying of) such records and similar information so that they can prepare any required tax refunds or respond to any questions relating to any tax returns or address any other matters relating to any tax returns or similar financial or tax matters.

ARTICLE 9 MISCELLANEOUS

9.01 Waiver. Either Buyer on the one hand, or Seller on the other (but only with the consent of LaSalle), may, by written notice to the other: (a) extend the time for performance of any of the obligations or other actions of such other party under this Agreement, (b) waive any inaccuracies in the representations or warranties of such other party contained in this Agreement or in any document delivered pursuant to this Agreement, (c) waive compliance with any of the conditions or covenants of such other party contained in this Agreement, or (d) waive or modify performance of any of the obligations of such other party under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of either party shall be deemed to constitute a waiver by the party taking such action of compliance with any of the representations, warranties, covenants, conditions, or agreements contained in this Agreement. The waiver by any party hereto of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

9.02 Entire Agreement; Amendment. This Agreement, including the exhibits and schedules and the documents (including the Supplemental Agreement) referred to herein (which exhibits, schedules and documents are incorporated herein by this reference), shall constitute the complete and entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous oral and written negotiations and commitments and any other writings with respect to such subject matter. This

Agreement can be modified or amended only by a writing duly executed by Buyer and Seller (but only with the consent of LaSalle).

9.03 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri, as applicable to agreements executed and entirely performed in such state, without regard to conflicts of law principles.

9.04 Interpretation. The headings contained in this Agreement are for convenience of reference only and shall in no way affect the meaning or interpretation of this Agreement. Unless the context of this Agreement expressly otherwise indicates, any singular term in this Agreement will include the plural, and any plural term will include the singular. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against either party.

9.05 Notices. All notices, requests, demands and other communications pursuant to this Agreement shall be in writing, shall be deemed to have been effectively given: (i) when delivered personally, (ii) when transmitted by facsimile transmission, if the sending facsimile machine receives and prints a confirmation of receipt by the receiving facsimile machine, (iii) three business days after deposit in the United States mail, registered or certified and with proper postage prepaid, or (iv) the next business day, if sent by a recognized commercial carrier (unless the records of the delivery service indicates otherwise), addressed as follows:

If to Buyer:

JP/TIII Acquisition Corp.
22619 Pacific Coast Highway, Suite 250
Malibu, California 90265
Attn: President
Fax: (310) 455-6302

With a required copy to:

c/o Feder, Kaszovitz, Isaacson, Weber
Skala, Bass, & Rhine LLP
750 Lexington Avenue
New York, New York 10022-1200
Attn: Geoffrey A. Bass
Fax: (212) 888-7776

If to Seller:

Bank of America, N.A.
231 South LaSalle Street, Eighth Floor
Chicago, Illinois 60697
Attn: Ronald Prince

Thomas E. Czerwinski
Fax: (312) 987-0234

With a required copy to:

Joseph J. Trad, Esq.
Lewis, Rice & Fingersh, L.C.
Suite 2000
500 North Broadway
St. Louis, Missouri 63102
Fax: (314) 241-6056

and

Thomas S. Kiriakos, Esq.
Mayer, Brown, Rowe & Maw
190 South LaSalle Street
Chicago, Illinois 60603
Fax: (312) 701-7711

If to Trendmasters or Guarantors:

No. 2 Balantrae Court
St. Louis, Missouri 63131

With a required copy to:

David A. Warfield, Esq.
Husch & Eppenburger, LLC
190 Carondelet Plaza
Suite 600
St. Louis, Missouri 63105-3441
(Counsel for Trendmasters)

and

Steven Goldstein, Esq.
Goldstein & Pressman, P.C.
121 Hunter Ave. Suite 101
St. Louis, Missouri 63124
Fax: (314) 727-1447
(Counsel for the Guarantors)

Any party or other recipient may from time to time change its address and facsimile number for purposes of this Agreement by giving notice of such change as provided herein.

9.06 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original but all of which together will constitute but one agreement.

9.07 Parties in Interest; Assignment. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns, but shall not be assignable or delegable by any party without the prior written consent of the other party; provided, however, that upon notice to Seller, Buyer may assign or delegate any or all of its rights or obligations under this Agreement to any affiliate of Buyer but such assignment or delegation shall not relieve Buyer of any obligation hereunder.

9.08 No Third Party Beneficiaries. Except solely for the access and cooperation to be extended by Buyer to Trendmasters and Guarantors as set forth in Section 8.02 hereof, this Agreement is for the sole benefit of the parties hereto and their permitted assigns, and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and their successors and permitted assigns, any legal or equitable rights hereunder.

9.09 Severability. If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement will nevertheless remain in full force and effect so long as, and only so long as, the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon any determination that any provision is invalid, illegal or incapable of being enforced and does not adversely affect the substance of these transactions in a material way, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in any acceptable manner to the end that the transactions contemplated by this Agreement are consummated to the fullest extent possible.

9.10 Interpretation. The use of the masculine, feminine or neuter gender or the singular or plural form of words herein shall not limit any provision of this Agreement. The use of the terms "including" or "include" shall in all cases herein mean "including, without limitation" or "include, without limitation," respectively. Reference to any person or entity includes such person's or entity's successors and assigns to the extent such successors and assigns are permitted by the terms of this Agreement, and reference to a person or entity in a particular capacity excludes such person or entity in any other capacity or individually. Reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof. Reference to any law means such law as amended, modified, codified, replaced or re-enacted, in whole or in part, and in effect on the date hereof, including rules, regulations, enforcement procedures and any interpretations promulgated thereunder. Underscored references to Sections, clauses, Exhibits or Schedules shall refer to those portions of this Agreement, and any underscored references to a clause shall, unless otherwise identified, refer to the appropriate clause within the

same Section in which such reference occurs. The use of the terms "hereunder", "hereof", "hereto" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or clause of or Exhibit or Schedule to this Agreement. The Schedules and Exhibits attached hereto are a part of this Agreement and, as such, are subject to the terms and conditions thereto, including, without limitation, the disclaimer of any representation or warranty set forth in Section 3.01 hereof, except solely in the case of the Supplemental Agreement and even in that sole instance, only to the extent set forth in the Supplemental Agreement. All terms defined in this Agreement shall have the above-defined meanings when used in any certificate, report or other document made or delivered pursuant to this Agreement, unless the context therein shall clearly otherwise require. In the computation of periods of time in this Agreement from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to and through". This Agreement and the other documents relating to this Agreement are the result of negotiations among and have been reviewed by counsel to the Buyer and the Seller, and are the products of all parties. Accordingly, they shall not be construed against any party merely because of such party's involvement in their preparation.

9.11 Costs and Expenses. Each of the Buyer and Seller shall pay its own costs in connection with the negotiation, preparation, execution and delivery of this Agreement and the related documentation.

9.12 Confidentiality. Each of the Buyer and Seller and by its execution of its consent, LaSalle, Trendmasters and each Guarantor agrees to maintain the confidentiality of all the provisions of this Agreement and the documents delivered with respect thereto, provided, however, that each of the Buyer, Seller, Trendmasters, LaSalle and each Guarantor may disclose such information (A) at the request or pursuant to any requirement of any governmental authority to which it is subject or in connection with an examination of it by such authority; (B) pursuant to subpoena or other court process; and (C) to its independent auditors and other professional advisors. In addition to the disclosures permitted in the prior sentence, each of the Buyer, Seller, Trendmasters, LaSalle and each Guarantor may disclose the general terms of this Asset Purchase Agreement (but not any of the related documents), to the extent agreed to by the Buyer and Seller.

9.13 Waiver of Jury Trial. **BUYER AND SELLER HEREBY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT.** The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Seller and Buyer warrant and represent that each has reviewed this waiver with its legal counsel, and that each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. **THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND TO THE MAXIMUM**

EXTENT PERMITTED BY APPLICABLE LAW, THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

[Signature Pages Follows]

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the day and year first written above.

"Buyer"
JP/TIII ACQUISITION CORP.

By: _____

"Seller"
BANK OF AMERICA, N.A.

By: 

Name:
Title:

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the day and year first written above.

"Buyer"
JP/TII ACQUISITION CORP.

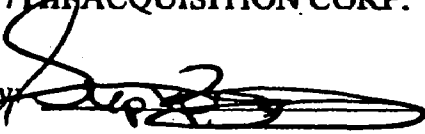
By: 

"Seller"
BANK OF AMERICA, N.A.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the day and year first written above.

"Buyer"
JP/TH ACQUISITION CORP.

By:  _____

"Seller"
BANK OF AMERICA, N.A.

By: _____
Name:
Title:

**SUPPLEMENTAL CONSENT, UNDERTAKING AND ACKNOWLEDGMENT
(Trendmasters)**

In consideration for JP/TIII Acquisition Corp. (the "Buyer") entering into the transactions contemplated by that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of November 29, 2002, between the Buyer and Bank of America, N.A. ("Seller") with respect to the Purchased Assets, Trendmasters, Inc., a Missouri corporation ("Trendmasters"), hereby enters into this Supplemental Consent, Undertaking and Acknowledgement, dated November 29, 2002 (the "Agreement"), and acknowledges, confirms, and agrees for the benefit of the Buyer and its respective successors, assigns and Affiliates to the following:

1. Certain Definitions.

1.1 "Affiliate" of a Person means another Person directly or indirectly controlling, controlled by, or under common control with, such Person; for this purpose, "control" of a Person means the power (whether or not exercised) to direct the policies, operations or activities of such Person by virtue of the ownership of, or right to vote or direct the manner of voting of, securities of such Person, or pursuant to agreement or Law or otherwise.

1.2 "Business" means the business operated by Trendmasters and the Subsidiaries, which consists of creating, designing and marketing toy, seasonal and novelty products.

1.3 "Consent" means any approval, authorization, consent or ratification by or on behalf of any Person that is not a party to this Agreement, or any waiver of, or exemption or variance from, any Material Contract, Permit or Order, that is required to be obtained in order to consummate the transactions contemplated by the Asset Purchase Agreement.

1.4 "Contract" means any contract, including, without limitation, any purchase, sales, supply or service order or agreement, equipment lease, or license of trade rights, that relates to the Business or the Purchased Assets or by which they or Trendmasters are bound.

1.5 "Financial Distress" means the condition of Trendmasters caused by or related to any action or claim asserted at any time by any Person following (a) Trendmasters' default under its lending agreements with Bank of America, N.A. and LaSalle Bank National Association, (b) the subsequent setoffs and resulting dishonor of checks issued by Trendmasters, and (c) the general curtailment of Trendmasters' business operations since November 7, 2002.

1.6 "GAAP" means generally accepted accounting principles in the United States as consistently and historically applied by Trendmasters.

1.7 "Governmental Authority" means any foreign or domestic court, regulatory or administrative agency or commission or other governmental authority or instrumentality.

1.8 "Knowledge" means with respect to the matter in question, the actual knowledge of James Russell Hornsby, Jr. or John Horgan (but only as to Trendmasters' operations in the United States).

1.9 "Laws" means all applicable federal, state, county or local statutes, laws, ordinances, rules and regulations within the United States.

1.10 "Lien" means any mortgage, pledge, security interest, claim, lien, charge or other encumbrance of any kind whether created by contract or by operation of law.

1.11 "Material Adverse Effect" means a material adverse effect on the Purchased Assets.

1.12 "Material Contract" means any material contract to which Trendmasters or a Subsidiary is a party. For the purposes hereof, a contract is "material" if (a) it is a License Agreement; (b) any contract that provides for any Person, other than Trendmasters or a Subsidiary, to use or exploit, or prohibits or limits such other Person's use of, a Trade Right of Trendmasters or a Subsidiary; (c) any Restrictive Agreement; (d) any contract that prohibits any Person, other than Trendmasters or a Subsidiary, from engaging, or curtails or restricts the nature or scope of such other Person's activities, in any line of business or geographic territory; or (e) any contract (i) that relates to (A) a transaction or series of related transactions involving the transfer of property with a fair market value in excess \$100,000, (B) any indebtedness in an amount in excess of \$100,000, (C) any Lien on any Assets with a fair market value in excess of \$25,000 or (D) a transaction not in the ordinary course of the Business, or (ii) as to which any breach or default thereunder would reasonably be expected to have a Material Adverse Effect. Schedule 1.12 sets forth a non-exhaustive list of Contracts. Notwithstanding the fact that a contract or agreement is identified as a Contract in Schedule 1.12, the fact that a breach thereunder is not disclosed on Schedule 2.11 will not be considered a breach of the warranty and representation described in Section 2.11 unless it results in a Material Adverse Effect.

1.13 "Order" means any judgment, order, writ, decree, award, directive, ruling or decision of any Governmental Authority.

1.14 "Permit" means any permit, license, certification, qualification, franchise or similar privilege issued or granted by any Governmental Authority.

1.15 "Permitted Lien" means any of the following: (i) statutory landlord's liens and liens for current taxes, assessments and governmental charges not yet due and payable (or being contested in good faith); (ii) zoning laws and ordinances and similar legal requirements; (iii) rights reserved to any Governmental Authority to regulate the affected property and restrictions of general applicability imposed by federal or state securities Laws; (iv) license transfer fees; (v) Liens to which Buyer has consented; (vi) Liens that

will be released or terminated at or prior to Closing; and (vii) other Liens set forth on Schedule 1.15.

1.16 "Person" means any natural person, corporation, joint stock company, limited liability company, partnership, joint venture, association, trust, Governmental Authority, or any group of the foregoing acting in concert.

1.17 "Proceeding" means any action, suit, arbitration, audit, investigation or other proceeding, at law or in equity, before or by any Governmental Authority.

1.18 "Restrictive Agreement" means an agreement to which Trendmasters or any Subsidiary is a party that prohibits or limits Trendmasters' or a Subsidiary's use of a Trade Right of another Person, which Trade Right is material to the operation of the Business, or prohibits Trendmasters or a Subsidiary from engaging, or curtails or restricts the nature or scope of Trendmasters' or a Subsidiary's activities, in any line of business or geographic territory.

1.19 "Subsidiary" as to any Person means (i) any corporation of which such Person owns, either directly or through its Subsidiaries, more than 50% of the total combined voting power of all classes of voting securities of such corporation or (ii) any partnership, association, joint venture or other form of business organization, whether or not it constitutes a legal entity, in which such Person directly or indirectly through its Subsidiaries owns more than 50% of the total equity interests.

1.20 "Tax" means tax of any kind, a levy or other like assessment, customs, duties, imposts, charges or fees (including income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, sales, use, transfer, registration, value added, alternative or add-on-minimum, estimated or other tax of any kind whatsoever) imposed by or payable to any U.S. federal, state, county or local government or subdivision or agency thereof, and in each instance such term shall include any interest, penalties or additions to tax attributable to any such Tax.

2. Representations and Warranties.

2.1 *Corporate Existence.* Trendmasters is a corporation duly organized, validly existing and in good standing under the Laws of the State of Missouri and has the full corporate power and authority to own the Purchased Assets as and in the places where such Purchased Assets are now located. Complete and correct copies of Trendmasters' Certificate of Incorporation, including all amendments thereto as of the date hereof, and Trendmasters' Bylaws, including all amendments thereto as of the date hereof, have been delivered or made available to Buyer.

2.2 *Corporate Power and Authority.* Trendmasters has full corporate power and authority to execute and deliver this Agreement and each other transaction document executed as part of the transfer and sale of the Purchased Assets to which it is a party.

The execution and delivery of this Agreement and each other transaction document to which it is a party by Trendmasters have been duly authorized by all requisite corporate action on the part of Trendmasters. This Agreement and each other transaction document to which it is a party will be duly executed and delivered by Trendmasters, and this Agreement and each other transaction document to which it is a party, when so executed and delivered, will be, a legally valid and binding obligation of Trendmasters, enforceable against it in accordance with their respective terms. The execution and delivery of this Agreement and each other transaction document to which it is a party, and the transfer of the Purchased Assets to the Seller will not, violate any applicable Law or any provision of Trendmasters' Certificate of Incorporation or Bylaws, and do not and will not conflict with or result in any breach of any condition or provision of, or constitute a default under, or create or give rise to any adverse right of termination or cancellation by, or excuse the performance of, any other Person under, any Material Contract except as disclosed in Schedule 2.12, or result in the creation or imposition of any Lien upon any of the Purchased Assets, other than any violation, conflict, breach, default, right of termination or cancellation, excuse of performance or Lien that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect and except as set forth in Schedule 2.2.

2.3 Approval by Directors and Stockholders. Trendmasters' Board of Directors and stockholders have unanimously (a) determined that the Transfer and sale of the Purchased Assets are advisable and in the best interests of Trendmasters and its stockholders and (b) approved the Transfer and sale of the Purchased Assets and the Trendmasters Consent. James Russell Hornsby, Jr. is the sole director of Trendmasters.

2.4 Consents. Except for the approval by the Seller or as set forth on Schedule 2.4 or in Schedule 1.12, no Consent of, or Notice to, any Person is required as to Trendmasters in connection with the consummation of the Transfer and sale of the Purchased Assets and the execution and delivery of the Trendmasters Consent or any other Transaction Document to which it is a party.

2.5 Order. Except as set forth on Schedule 2.5 and except as a result of the Financial Distress, no Proceeding in which Trendmasters or a Subsidiary is a named party is pending or, to Trendmasters' Knowledge, threatened against or affecting the Purchased Assets in which an unfavorable Order would reasonably be expected to have a Material Adverse Effect, or would prohibit, invalidate or make unlawful, in whole or in part, the transfer and sale of the Purchased Assets or the Asset Purchase Agreement, or the transactions contemplated thereby. None of Trendmasters or any Subsidiary is in default in respect of any Order, which default would reasonably be expected to have a Material Adverse Effect, nor is there any Order enjoining Trendmasters in respect of, or the effect of which is to prohibit or restrict Trendmasters' execution and delivery of this Agreement or the consummation of the transfer and sale of the Purchased Assets.

2.6 Stock. The entire authorized capital stock of Trendmasters consists of 150,000 voting shares, \$.10 par value, of which 150,000 are issued (and 100,000 shares are held in treasury) and 50,000 are outstanding and 150,000 non-voting shares \$.10 par value, of which 150,000 are issued (and 100,000 shares are held in treasury) and 50,000 are

outstanding and all of which outstanding shares are owned by the Persons identified on Schedule 2.6. Except as set forth on Schedule 2.6, Trendmasters is not a party to any voting agreement or trust or other agreement, commitment or arrangement with respect to the voting of its capital stock, nor, to Trendmasters' Knowledge, is there any such trust, agreement, commitment or arrangement.

2.7 Subsidiaries. The entities set forth on Schedule 2.7 constitute all of the Subsidiaries of Trendmasters. No Subsidiary of Trendmasters is the legal or beneficial owner or lessee, as the case may be, of any of the Purchased Assets.

2.8 Financial Statements. Trendmasters' combined financial statements for the years ended December 31, 2001 and December 31, 2000 were prepared in accordance with GAAP applied on a consistent basis, and each such financial statement presented fairly, in all material respects, the combined financial position of Trendmasters and the Subsidiaries at the dates and the results of their operations and cash flows for each of the years indicated. Trendmasters' unaudited combined financial statements for the period ended October 31, 2002 are in accordance with GAAP and except as caused by the Financial Distress present fairly, in all material respects, the combined financial position of Trendmasters and the Subsidiaries at the date and the results of their operations and cash flows for the period then ended except for normal year end adjustments, certain financial statement format changes, reclassifications and the absence of required footnotes.

2.9 Adverse Events. Except as set forth on Schedule 2.9, to the Knowledge of Trendmasters, since December 31, 2001, none of Trendmasters or any Subsidiary has:

(a) incurred any material damage, destruction or similar loss, whether or not covered by insurance, materially affecting the Business or the Purchased Assets;

(b) other than in the ordinary course of business, sold, assigned or transferred a material portion of the Purchased Assets or any interest therein, other than the disposal of defective, obsolete or otherwise unusable assets;

(c) other than in the ordinary course of business, created, incurred, assumed, granted or suffered to exist any Lien on any Purchased Asset (other than any Permitted Lien); or

(d) effected any material transaction relating to the Business or the Purchased Assets other than in the ordinary course of business.

2.10 No Liens. Trendmasters or a Subsidiary, as the case may be, owns all of the Purchased Assets free and clear of all Liens, except for Permitted Liens and the Liens listed on Schedule 2.10.

2.11 Breach of Material Contract. Except as set forth on Schedule 2.11, there is no breach or default by Trendmasters or a Subsidiary or, to Trendmasters' Knowledge, by any other party under any Material Contract, each of which is in full force and effect, other than any breach or default that would not reasonably be expected to have a Material

Adverse Effect, and other than a breach or default arising by reason of any failure to obtain any required consent to the transfer of the Purchased Assets. Schedule 1.12 contains a non-exhaustive list of Contracts which Trendmasters has compiled for Buyer (which includes all Material Contracts). A breach of a Material Contract shall not result in a breach of the representation and warranty under this Section 2.11 unless and until it results in a Material Adverse Effect.

2.12 *Inventory.* Except as set forth on Schedule 2.12, inventory included in the Purchased Assets consists solely of merchandise usable or saleable in the ordinary course of business. There has been no material change in the inventory reflected in Trendmasters' unaudited consolidated balance sheet at October 31, 2002, except in the ordinary course of business.

2.13 *Permits.* Each of Trendmasters and each Subsidiary has all Permits and all Consents of Governmental Authorities required for it to own and use the Purchased Assets in its Business as presently conducted or which it is otherwise required to have under applicable Law, except such Permits or Consents which the failure to have would not reasonably be expected to have a Material Adverse Effect, and other than any Consents that may be required in order to transfer the Purchased Assets set forth on Schedule 2.13. All such Permits and Consents are in full force and effect and no cancellation or suspension of any thereof is pending or, to Trendmasters' Knowledge, threatened. Except as set forth on Schedule 2.13, and subject to obtaining any applicable Consents, the applicability and validity of each such Permit or Consent will not be adversely affected by the consummation of the Transfer and sale of the Purchased Assets. To Trendmasters' Knowledge, Trendmasters and each Subsidiary is in compliance with each Law applicable to it and the Business, except for such noncompliance which would not, in the aggregate, reasonably be expected to have a Material Adverse Effect on the Purchased Assets, and none of them has received any written Notice alleging or asserting any material violation of or noncompliance with any such Law.

2.14 *Intellectual Property Rights.* Schedule 2.14 includes a brief description (including, if applicable, date of application, filing or registration, as the case may be, and the registration and application number) of each patent or registered trademark, trade name, service mark or copyright or any currently pending application therefor, in which Trendmasters or a Subsidiary has any right or interest, and all of which are included in the Purchased Assets except for those Intellectual Property Rights that are Excluded Assets. Except as otherwise listed on Schedule 2.14, none of Trendmasters or any Subsidiary is a licensor or a licensee in respect of any such Intellectual Property asset. Except as otherwise set forth on Schedule 2.14, to Trendmasters' Knowledge, no Intellectual Property asset of Trendmasters or a Subsidiary relating to the Business conflicts with or infringes on, and there has been no misappropriation or unauthorized use by Trendmasters or a Subsidiary of, any Intellectual Property right of any other Person, and, to Trendmasters' Knowledge, no Intellectual Property asset of any other Person conflicts with or infringes on, and there has been no misappropriation or unauthorized use by any other Person of, any Intellectual Property right of Trendmasters or a Subsidiary.

2.15 Tax Returns. Except as disclosed on Schedule 2.15, Trendmasters has duly filed all Tax returns and reports required to have been filed by it to the date hereof, each of which is complete and correct in all material respects, and Trendmasters has paid all Taxes due to any Governmental Authority required to have been paid by it on or prior to the date hereof and has created sufficient reserves or made provision for all Taxes accrued but not yet due and payable by it. Trendmasters has paid to the proper Governmental Authorities all customs, duties and similar or related charges required to be paid by it on or prior to the date hereof with respect to the importation of goods into the United States. Except as is disclosed on Schedule 2.15, no Governmental Authority is now asserting or, to Trendmasters' Knowledge, threatening to assert, any deficiency or assessment for additional Taxes with respect to Trendmasters, nor, to Trendmasters' Knowledge, is there any basis for any such deficiency or assessment. Trendmasters has delivered or made available to Buyer complete and correct copies of the Tax returns of Trendmasters for each of its three most recently ended fiscal years for which Tax returns have been filed and any subsequent period for which a return was filed.

2.16 Labor Contracts. Except as set forth on Schedule 2.16, none of Trendmasters or any Subsidiary is a party to any collective bargaining, union representation or other labor contract.

2.17 Affiliate Interests. Except as set forth on Schedule 2.17, no Affiliate of Trendmasters or any Subsidiary or any relative, associate or agent thereof has any interest in any Purchased Assets, including without limitation any contract for the furnishing of services by, or rental of personal property from or to, or requiring payments to, any such Affiliate.

2.18 Customers. Schedule 2.18 is a complete and correct list of the names and addresses of the five largest customers of Trendmasters and the Subsidiaries during the nine month period ended September 30, 2002 and the total sales to or purchases from such customers or suppliers made by Trendmasters and the Subsidiaries during such fiscal year. To the extent any such customers listed on Schedule 2.18 have indicated an intent to terminate, discontinue or substantially reduce its business with Trendmasters or any Subsidiary it is noted on Schedule 2.18.

2.19 Insurance. Except as set forth on Schedule 2.19, all insurance maintained by Trendmasters or any Subsidiary is in full force and effect. To Trendmasters' Knowledge, no insurer intends to cancel or refuse to renew any such insurance based upon any claims history (as opposed to as a result of Financial Distress) and, to Trendmasters' Knowledge, there is no basis for any such cancellation or non-renewal. No insurer has disputed any claim made under any policy which would have a Material Adverse Effect and, to Trendmasters' Knowledge, no event has occurred and no circumstance exists which would excuse the performance by any insurer of any of its obligations under any such policy with respect to such claim.

2.20 Brokers. Except as set forth on Schedule 2.20, (a) none of Trendmasters or any Subsidiary, or any Affiliate thereof, has employed or engaged any Person to act as a broker, finder or other intermediary in connection with the transactions contemplated as

part of the Transfer and sale of the Purchased Assets, and (b) no Person is entitled to any fee, commission or other compensation relating to any such employment or engagement by Trendmasters or any Subsidiary.

2.21 Ownership of Purchased Assets. Trendmasters is the legal and beneficial owner or lessee, as the case may be, of the Purchased Assets and except as set forth on Schedule 2.21, all of the Purchased Assets are in its possession and located at its principal executive offices. Except with respect to the Excluded Assets, the Purchased Assets constitute, in the aggregate, all the assets and property necessary for the conduct of the Business as currently conducted and as conducted during the past eighteen (18) months in all material respects.

2.22 Security Agreement. NationsBank, N.A.'s Amended and Restated Security Agreement, dated November 30, 1997, a true and correct copy of which is attached hereto as Schedule 2.22 (including schedule __ thereto which sets forth a true, correct and complete description of the subject collateral), is in full force and effect, was duly and validly executed by Trendmasters and is enforceable against Trendmasters and its affiliates in accordance with its terms and has not been amended or otherwise modified since November 30, 1997 (including by virtue of the "in lieu" financing statement filed by Seller in Missouri in August, 2001).

2.23 No Omissions. To the Knowledge of Trendmasters, no representation or warranty described herein contains or will as at the Closing contain any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they ere made, not misleading.

3. Covenants and Agreements.

3.1 Use of Buyer's Computer Equipment. For a period of ninety (90) days following the Closing, Buyer shall provide Trendmasters with access in St. Louis, Missouri to the computer equipment, reasonable furniture and equipment and local network access acquired by Buyer as part of the Asset Purchase Agreement for purposes of reviewing electronically any books, records and files relating to the Purchased Assets, to the extent they pertain to the Purchased Assets prior to the Closing Date, and to the extent necessary for Trendmasters to wind down its business operations.

3.2 Non-Disclosure of Confidential Information. In executing the Trendmasters Consent, Trendmasters, on behalf of itself and all of its Affiliates, covenants and agrees that:

(a) Trendmasters shall not at any time following the Closing, directly or indirectly, disclose to any Person other than the parties to the Asset Purchase Agreement or use (other than as is required by law, in which case Trendmasters shall give Buyer prior written notice of such required disclosure or use, or with Buyer's prior written consent) in any way, any Confidential Information existing as of the Closing Date and relating to Buyer or the Purchased Assets. For purposes of this Section 3.2,

"Confidential Information" shall include, but is not limited to non-public, trade secrets, trademarks, copyrights, privileges, research and developmental data, non-public know-how, patents, patent applications, inventions upon which patent applications have not yet been filed, discoveries, improvements, processes, methods, equipment, designs, formulas (secret or otherwise), engineering, technical and shop diagrams and drawings, product and process specifications, test procedures and specifications, proprietary technology, market studies and forecasts, competitive analyses, pricing policies, the substance of agreements with customers, suppliers and others, marketing arrangements and any other documents, in whatever form, embodying such Confidential Information.

3.3 After the Closing, all documents, applications, records, reports, writings and other similar documents containing Confidential Information, including all copies thereof and related correspondence, then in the possession or control of Trendmasters or its Affiliates and relating to the Purchased Assets, shall be delivered promptly by Trendmasters to, and shall become the exclusive property of, Buyer, subject to the provisions of Section 3.1 above.

3.4 *Non-Compete.* Effective as of the date hereof and for a period of five (5) years thereafter, Trendmasters shall not, and shall cause its Affiliates not to, compete against Buyer or its Affiliates with respect to the Business and, accordingly, Trendmasters covenants not to use any of the Licensed IP or registered copyrights to compete against Buyer or its Affiliates.

4. Subsequent Tax Liability. If, subsequent to the Closing Date, any liability for Taxes relating to the Purchased Assets is asserted against Buyer or any of its Affiliates with respect to any period prior to, through and including the Closing Date, Trendmasters by executing the Trendmasters Consent shall indemnify and hold Buyer and its Affiliates harmless from and against, and shall pay the full amount of such Tax liability, (as well as reasonable attorney's or other fees and disbursements of Buyer incurred in determination thereof or in connection therewith). Trendmasters by executing the Trendmasters Consent shall agree that Trendmasters shall, at its sole expense and in its reasonable discretion, either settle any Tax claim that may be the subject of indemnification under this Article 4 at such time and on such terms as it shall deem appropriate or assume the entire defense thereof; provided, however, that Trendmasters shall in no event take any position in such settlement or defense that subjects Buyer to any civil fraud or any civil or criminal penalty. Notwithstanding the foregoing, Trendmasters by executing the Trendmasters Consent shall agree that Trendmasters shall not consent, without the prior written consent of Buyer, which prior written consent shall not be unreasonably withheld, to any change in the treatment of any item which would, in any manner whatsoever, affect the Tax liability of Buyer for a period subsequent to the Closing Date.

5. Survival; Indemnification. Trendmasters agrees to the following:

5.1 The several representations and warranties contained in Article 2 (or in any document delivered in connection herewith) shall be deemed to have been made on the date of this Agreement, shall be deemed to be material and to have been relied upon by Buyer, Buyer's Affiliates or Seller as the case may be, notwithstanding any investigation

made by Buyer, Buyer's Affiliates or Seller, shall survive the Closing Date and, except as otherwise specifically provided in this offer, shall remain operative and in full force and effect for a period of three years following the Closing Date, except as to any matters with respect to which a bona fide written claim has been made or an action at law or in equity shall have commenced before such date, in which event survival shall continue (but only with respect to, and to the extent of such claim) until the final resolution of such claim or action, including all applicable periods for appeal; provided, however, that (i) the representations and warranties contained in Section 2.21 shall continue without any time limitation; and (ii) the representations and warranties relating to Taxes set forth in Section 2.15 thereof shall survive until the later of (A) six months after the expiration date of the applicable statute of limitations with respect thereto (giving effect to any extension thereof by waiver or otherwise), or (B) the date which is six (6) months following the ultimate disposition of any claim relating to Taxes with respect to which Trendmasters's indemnification obligations hereunder apply.

5.2 Trendmasters shall indemnify and hold Buyer and Buyer's Affiliates harmless from and against (i) any and all loss, cost, liability, damage and expenses (including legal and other expenses incident thereto) (each a "Loss" and collectively, "Losses") arising out of or resulting from any inaccuracy, misrepresentation or breach of any representation, warrant, covenant or agreement of Trendmasters under Article 2, (ii) any and all liabilities of Trendmasters (including any accounts payable that arise after the Closing Date but relate to periods prior to Closing)(other than the Assumed Obligations), and (iii) any and all Losses arising out of or in connection with the ownership or operation of the Purchased Assets on or before the Closing Date.

5.3 The indemnity agreements in this Article 5 shall be in addition to any other indemnity obligations any party may have to another party as a matter of law and shall not foreclose any other rights or remedies any party may have to enforce the provisions of this Consent and Undertaking.

5.4 *Indemnification Procedure.*

(a) If at any time a party entitled to indemnity hereunder (the "Indemnitee") shall receive notice of any state of facts that may result in a Loss or Losses of the type described in Article 4 or Section 5.2, the Indemnitee shall promptly give written notice (a "Notice of Claim") to the party obligated to provide indemnity hereunder (the "Indemnitor").

(b) A Notice of Claim shall set forth (a) a brief description of the nature of the potential or actual Loss and (b) the total amount of Loss anticipated to the extent that feasible (including any costs or expenses which have been or may be reasonably incurred in connection therewith). Payment of the amount of Loss due the Indemnitee as set forth in a Notice of Claim shall be made by the Indemnitor no later than the thirtieth (30th) day after the date of the Notice of Claim (or such later date as the Indemnitor receives written notice that an actual Loss has occurred) unless the provisions of Section 5.4(b) or Section 5.4 (c) are applicable thereto. The Indemnitee's failure to give prompt notice or to provide copies of documents or to furnish relevant data shall not

constitute a defense (in whole or in part) to any claim by the Indemnitee against the Indemnitor for indemnification, except and only to the extent that such failure shall have caused or increased such liability or materially affected the ability of the Indemnitor to defend against or reduce its liability.

(c) If the Indemnitor shall reject any Loss as to which a Notice of Claim is sent by the Indemnitee, the Indemnitor shall give written notice of such rejection to the Indemnitee within thirty (30) days after the date of receipt of the Notice of Claim. Upon such rejection, the parties shall attempt in good faith to resolve any disagreement, and payment of the amount of Loss shall be made by the Indemnitor within five days of mutual resolution of any disagreement. If any such disagreement remains unresolved as of the forty-fifth (45th) day after receipt of the Notice of Claim, the dispute shall be resolved by binding arbitration conducted under and governed by the Commercial Rules of the American Arbitration Association, as in effect from time to time. All arbitration hearings with respect to the dispute shall be conducted in New York, New York and there shall be only one arbitrator who shall be a licensed attorney. If the Notice of Claim is determined by such third party to be proper, payment of the amount of Loss due the Indemnitee as set forth in a Notice of Claim shall be made by the Indemnitor no later than the fifth day after such determination is rendered.

(d) If any Notice of Claim relates to any claim made against an Indemnitee by a third person, the Notice of Claim shall state the nature, basis and amount of such claim. The Indemnitor shall have the right, at its election, by written notice given to the Indemnitee to assume the defense of the claim as to which such notice has been given. Except as provided in the next sentence, if the Indemnitor so elects to assume such defense, it shall diligently and in good faith defend such claim and shall keep the Indemnitee reasonably informed of the status of such defense, and the Indemnitee shall cooperate fully with the Indemnitor in the defense of such claim, provided that in the case of any settlement providing for remedies other than monetary damages for which indemnification is provided, the Indemnitee shall have the right to approve the settlement, which approval shall not be unreasonably withheld or delayed. If the Indemnitor does not so elect to defend any claim as aforesaid or shall fail to defend any claim diligently and in good faith (after having so elected), the Indemnitee may assume, at the sole cost and expense of the Indemnitor, the defense of such claim and take such other action as it may elect to defend or settle such claim as it may determine in its reasonable discretion, provided that the Indemnitor shall have the right to approve any settlement, which approval will not be unreasonably withheld or delayed.

5.5 Notwithstanding anything herein to the contrary, no claim for indemnity may be maintained by an Indemnitee hereunder until all Losses which may be asserted by such Indemnitee against and Indemnitor equal or exceed \$250,000.

6. Miscellaneous

6.1 *Defined Terms.* Capitalized terms used herein, but not otherwise defined herein, shall have the meanings assigned to them in the Asset Purchase Agreement.

6.2 *Incorporation By Reference.* The terms and provisions of Article 9 of the Asset Purchase Agreement shall be incorporated by reference into, and shall be deemed part of, this Agreement.

6.3 *Acknowledgement.* Trendmasters hereby further acknowledges that the execution and delivery of this Supplemental Consent, Undertaking and Acknowledgment by the corporate officer whose signature appears below has been authorized by all appropriate corporate action.

6.4 *Disclosures.* Any disclosures made by Trendmasters in any Schedules hereto shall be deemed disclosed for all purposes of this Agreement and the failure of an item to be disclosed in one Schedule when disclosed in another shall not be the basis for any claim by Buyer of any breach of a Representation or Warranty hereunder.

IN WITNESS WHEREOF, the undersigned has executed the foregoing Supplemental Consent, Undertaking and Acknowledgment (Trendmasters) as of the day and year first written above.

TRENDMASTERS, INC.
a Missouri corporation

By: 

Name:
Title:

Schedule 2.14 of the Trendmasters Consent, Undertaking and Acknowledgment

See Schedule 2.01(b)(ii) of the Asset Purchase Agreement

Trendmasters expects to be unable to continue to pay the costs of defending litigation described in Schedule 2.5 hereof and therefore believes it is highly likely that default judgments will be entered against Trendmasters in the pending lawsuits. It is also likely that default judgments will be entered against Trendmasters in any litigation that is commenced in the future. This may result in a judgement or Order stating that one or more of the Purchased Assets infringes upon or results in an unauthorized use of other parties' intellectual property rights.

SCHEDULE 2.01 (b)(i)

Patents

Country	Title	Case Type	Application No.	Filing Date	Patent No.	Issue Date	Status
Sued U.S. Applications							
United States	Telescoping Containers	Utility	07/980,256	11/23/92	5,234,121	08/10/93	3 rd maintenance fee due 2/10/2005
United States	Interactive Toy {"Supreme Commander"}	Utility	08/691,386	08/02/96	5,989,092	11/23/99	1 st maintenance fee due 5/23/2003
United States	Disc	Design	29/052,887	04/10/96	Des. 380,017	06/17/97	Issued. Expires June 17, 2011
United States	Football	Design	29/052,838	04/10/96	Des. 382,927	08/26/97	Issued. Expires August 26, 2011
United States	Safety Device For A Spring Loaded Flying Toy	Utility	09/248,799	02/12/99	6,179,680	01/30/01	1 st maintenance fee due 7/30/2004
United States	Eye Assembly For A Stuffed Toy Or The Like {"Dogz Eyes" assembly}	Utility	08/720,350	09/27/96	5,782,669	07/21/98	2 nd maintenance fee due 1/21/2006
United States	Skipping Toy With Marker {"Chalk Spiral Dancer"}	Utility	09/197,280	11/20/98	6,113,452	09/05/00	1 st maintenance fee due 3/5/2004
United States	Shell For A Skipping Toy {"Chalk Spiral Dancer"}	Design	29/096,845	11/20/98	Des. 439,284	03/20/01	Issued. Expires March 20, 2015
United States	Wrist Watch Like Amusement Device {"C-Watch"}	Design	29/088,590	05/28/98	Des. 418,174	12/28/99	Issued. Expires December 28, 2013
United States	Front, Top, Left, And Right Sides Of An Amusement Device {"Halloween Talking Book"}	Design	29/086,532	04/15/98	Des. 417,704	12/14/99	Issued. Expires December 14, 2013
United States	Combined Writing Instrument And Amusement Device {"C-Pen"}	Design	29/090,444	07/09/98	Des. 408,853	04/27/99	Issued. Expires April 27, 2013
United States	Watch-Like Amusement Device{Variations on " C-Watch"}	Design	29/090,449	07/09/98	Des. 418,879	01/11/00	Issued. Expires January 11, 2014
United States	Pendant Amusement Device{C-Watch Pendant - "Madame Leona"}	Design	29/090,445	07/09/98	Des. 411,132	06/22/99	Issued. Expires June 22, 2013
United States	Pendant Amusement Device{C-Watch Pendant - "Mr. Mood"}	Design	29/090,502	07/09/98	Des. 417,470	12/07/99	Issued. Expires December 7, 2013
United States	Locket Amusement Device{C-Watch Locket - "C-Fortune"}	Design	29/090,499	07/09/98	Des. 415,212	10/12/99	Issued. Expires October 12, 2013
United States	Pendant Amusement Device{"C-Dancer"}	Design	29/097,801	12/14/98	Des. 419,607	01/25/00	Issued. Expires January 25, 2014
United States	Pendant Amusement Device{"C-Singer"}	Design	29/097,774	12/14/98	Des. 416,587	11/16/99	Issued. Expires November 16, 2013
United States	Three Dimensional Packaging{"C-Watch"}	Utility	09/466,142	12/17/99	6,409,019	06/25/02	1 st maintenance fee due 12/25/2005
United States	Water Gun Amusement Device{"Storm Gun"}	Design	29/111,604	09/30/99	Des. 429,506	08/15/00	Issued. Expires August 15, 2014
United States	Water Gun Amusement Device{"Storm Gun"}	Design	29/111,476	09/30/99	Des. 434,458	11/28/00	Issued. Expires November 28, 2014
United States	Water Gun Amusement Device{"Storm Gun"}	Design	29/111,568	09/30/99	Des. 429,505	08/15/00	Issued. Expires August 15, 2014

Patents

Country	Title	Case Type	Application No.	Filing Date	Patent No.	Issue Date	Status
United States	Water Gun Amusement Device{"Storm Gun"}	Design	29/111,549	09/30/99	Des. 429,504	08/15/00	Issued. Expires August 15, 2014
United States	Water Gun Amusement Device{"Storm Gun"}	Design	29/111,548	09/30/99	Des. 430,908	09/12/00	Issued. Expires September 12, 2014
United States	Water Gun Amusement Device{"Lighted Coherent Flow Storm Gun"}	Utility	09/677,834	09/29/00	6,474,507	11/05/02	1 st maintenance fee due 5/5/2006
United States	Amusement Device{"Luvvuvs"}	Design	29/113,938	11/15/99	Des. 448,434	09/25/01	Issued. Expires September 25, 2014
United States	Bubble Making Amusement Device{"Storm Lightening Bubbles"}	Design	29/128,931	08/31/00	Des. 453,197	01/29/02	Issued. Expires January 29, 2016
United States	Toy Gun{Light Storm - 5.99}	Design	29/133,430	11/30/00	Des. 449,354	10/16/01	Issued. Expires October 16, 2015
United States	Toy Gun{Light Storm - 9.99}	Design	29/133,431	11/30/00	Des. 449,659	10/23/01	Issued. Expires October 23, 2015
United States	Toy Gun{Light Storm - 14.99}	Design	29/133,429	11/30/00	Des. 445,846	07/31/01	Issued. Expires Jul 31, 2015
United States	Toy{Robot Man - "Bolt Man"}	Design	29/130,225	09/28/00	Des. 464,382	10/15/02	Issued. Expires October 15, 2016
United States	Toy{Robot Man - "Lug Nut"}	Design	29/130,183	09/28/00	Des. 464,090	10/08/02	Issued. Expires October 8, 2016
United States	Toy{Robot Man - "Me-Fisto"}	Design	29/130,209	09/28/00	Des. 463,834	10/01/02	Issued. Expires October 1, 2016
United States	Toy{Robot Man - "Bitor"}	Design	29/130,184	09/28/00	Des. 461,511	08/13/02	Issued. Expires August 13, 2016
United States	Amusement Device{C-Pets - "Flea"}	Design	29/130,424	10/02/00	Des. 461,209	08/06/02	Issued. Expires August 6, 2016
United States	Amusement Device{C-Pets - "Muy Loco"}	Design	29/130,413	10/02/00	Des. 461,857	08/20/02	Issued. Expires August 20, 2016
United States	Amusement Device{C-Pets - "Lil Scratch"}	Design	29/130,414	10/02/00	Des. 457,205	05/14/02	Issued. Expires March 14, 2016
United States	Amusement Device{C-Pets - "Big Scratch"}	Design	29/130,428	10/02/00	Des. 454,378	03/12/02	Issued. Expires March 12, 2016
United States	Amusement Device{C-Pets - "Triceratops"}	Design	29/130,427	10/02/00	Des. 461,858	08/20/02	Issued. Expires August 20, 2016
United States	Amusement Device{C-Pets - "Fly"}	Design	29/130,423	10/02/00	Des. 454,928	03/26/02	Issued. Expires March 26, 2016
United States	Amusement Device{"Vendobot"}	Design	29/136,608	02/02/01	Des. 457,572	05/21/02	Issued. Expires March 21, 2016
United States	Construction System{"Zoob"}	Utility	08/763,459	12/11/96	5,897,417	04/27/99	2 nd maintenance fee due 10/27/2006
United States	Toy Gun{"Light Storm - 31997"}	Design	29/145,055	07/13/01	Des. 454,166	03/05/02	Issued. Expires March 5, 2016
United States	Toy Gun{"Light Storm - 31998"}	Design	29/145,017	07/13/01	Des. 454,926	03/26/02	Issued. Expires March 26, 2016
United States	Toy Gun{"Light Storm - 31999"}	Design	29/145,004	07/13/01	Des. 458,975	06/18/02	Issued. Expires June 18, 2016
United States	Water Gun Amusement Device{"Storm Gun"}	Design	29/125,560	06/23/00	Des. 439,286	03/20/01	Issued. Expires March 20, 2015

Country	Title	Case Type	Application No.	Filing Date	Patent No.	Issue Date	Status
Pending U.S. Applications							
United States	Interactive Digital Amusement Device{"C-Watch"}	Utility (Nat'l Stage)	09/463,709	01/11/00			Awaiting Issue Notification 11/8/2002
United States	Amusement Device{"Wuvvies"}	Design	09/711,484	11/13/00			Response to Office Action due 12/10/2002
United States	Amusement Device{"Vendobot"}	Utility	09/777,143	02/05/01			Response to Office Action due 11/27/2002
United States	Amusement Device{"C-Dog"}	Utility	09/777,016	02/05/01			Awaiting Office Action re Status Check 11/14/2002
United States	Amusement Device{"C-Chameleon"}	Utility	09/777,144	02/05/01			Awaiting Issue Notification 1/23/2003
United States	Digital Book Amusement Device{"E-Book Cartridge"}	Design	29/128,200	08/18/00			Awaiting Letters Patent 2/12/2003
United States	Digital Book Educational Amusement Device	Utility	09/932,386	08/17/01			Response to Office Action due 12/1/2002
United States	Race Car and Track{"Maximum Speed Cars/Criss Cross Battle Trax"}	Utility	09/942,156	08/29/01			Awaiting Notice of Publication 2/28/2003
United States	Bubble Making Amusement Device{"Bubble Blaster"}	Utility	09/941,473	08/29/01			Status Check 11/29/2002
United States	Toy Gun And Glow In The Dark Projectile{Lightstorm - \$19.99}	Utility	09/952,361	09/11/01			Response to Office Action due 1/22/2003
United States	Card Interactive Amusement Device{"Robot Man Card Game"}	Utility	09/931,570	08/16/01			Response to Office Action due 1/30/2003
United States	Card Interactive Amusement Device{"Robot Man Card Game"}	Utility	09/966,680	09/28/01			Response to Office Action due 12/9/2002
United States	Expandable Decoration{"Chinese Lantern"}	Utility	09/952,561	09/12/01			Status Check 12/12/2002
United States	Toy {Robot Man - "Generic"}	Design	29/166,252	08/23/02			Status Check 5/23/2003
United States	Toy {Robot Man - "Clamster"}	Design	29/130,212	09/28/00			Response to Final Office Action due 1/10/2003
United States	Toy {Robot Man - "Lobjaw"}	Design	29/130,194	09/28/00			Awaiting Issue Notification 1/15/2003
United States	Amusement Device Including A Thematic Play Set{"Star Castle"}	Utility	09/968,597	10/01/01			Awaiting Office Action re Amendment 4/16/2003

SCHEDULE 2.01 (b)(i)

Patents

Country	Title	Case Type	Application No.	Filing Date	Patent No.	Issue Date	Status
United States	Water Amusement Device{"Storm IR Tag Game"}	Utility	10/066,818	02/04/02			Status Check 5/4/2003
United States	Squirt Gun Amusement Device{"Storm Shockwave Watergun"}	Design	29/153,348	10/25/01			Awaiting Issue Notification 11/8/2002
United States	Card Interactive Amusement Device{" Robot Man Card Game"}	CIP	10/071,545	02/08/02			Response to Office Action due 12/7/2002
United States	Water Gun Amusement Device{"Lighted Coherent Flow Storm Gun"}	Utility	09/871,137	05/31/01			Response to Office Action due 12/2/2002
Issued Foreign Patents							
Australia	Watch-Like Amusement Device{variations on "C-Watch"}	Design	91/1999	01/08/99	Des. 141,183	07/19/00	Granted. 2 nd renewal due 1/8/2005
Canada	Interactive Digital Amusement Device{variations on "C-Watch"}	Design	1999-0027	01/06/99	90553	10/20/00	Granted. 1 st renewa due 10/20/2005
Denmark	Interactive Digital Amusement Device{variations on "C-Watch"}	Design	MA 1999 00015	01/08/99	MR 1999 01223	12/15/99	Granted. 1 st renewa due 1/8/2004
Finland	Interactive Digital Amusement Device{variations on "C-Watch"}	Design	M19990005	01/07/99	20.906	02/29/00	Granted. Annuity fee due 1/7/2004
France	Amusement Device{variations on "C-Watch"}	Design	99 0101	01/11/99	99 0101	06/11/99	Granted. Renewal due 1/11/2024
Germany	Wrist-Worn Devices With Clock Functions{variations on "C-Watch"}	Design	499 00 283.0	01/08/99	499 00 283.0	07/21/99	Granted. Annuity fee due 1/8/2004
Japan	Game Device with Watch Function{variations on "C-Watch"}	Design	474/1999	01/11/99	1123281	08/17/01	Granted. Annuity fee due 8/17/2004
Spain	Watch-Like Amusement Device{variations on "C-Watch"}	Design	144496	01/08/99	144496	04/12/00	Granted. Renewal fee due 4/12/2005
Great Britain	Electronic Amusement Device{variations on "C-Watch"}	Design	2080236	01/08/99	2080236	08/25/99	Granted. 1 st renewa due 7/9/2003
Australia	Interactive Digital Amusement Device{variations on "C-Watch"}	Design	1866/2000	06/19/00	142915	02/09/01	Granted. Annuity fee due 1/8/2005
Canada	Interactive Digital Amusement Device{variations on "C-Watch"}	Design	2000-2447	01/06/99	90554	10/20/00	Granted. 1 st renewa due 10/20/2005
Canada	Interactive Digital Amusement Device{variations on "C-Watch"}	Design	2000-2448	01/06/99	90555	10/20/00	Granted. 1 st renewa due 10/20/2005

SCHEDULE 2.01 (b)(i)

Patents

Country	Title	Case Type	Application No.	Filing Date	Patent No.	Issue Date	Status
Great Britain	Water Gun Amusement Device{"Storm Gun"}	Design	2091778	03/20/00	2091778	01/16/01	Granted. 1 st renewal due 9/30/2004
Great Britain	Water Gun Amusement Device{"Storm Gun"}	Design	2091777	03/30/00	2091777	01/16/01	Granted. 1 st renewal due 9/30/2004
Great Britain	Water Gun Amusement Device{"Storm Gun"}	Design	2091779	03/30/00	2091779	01/16/01	Granted. 1 st renewal due 9/30/2004
Great Britain	Water Gun Amusement Device{"Storm Gun"}	Design	2091776	03/30/00	2091776	01/16/01	Granted. 1 st renewal due 9/30/2004
Australia	Construction System{"Zoob"}	PCT	18204/97	12/11/96	708568	11/18/99	Granted. Renewal due 12/11/2003
Israel	Construction System{"Zoob"}	PCT	124822	12/11/96 (06/9/98)	124822	03/07/01	Granted. Annuity fee due 12/11/2006
Korea	Construction System{"Zoob"}	PCT	98-704375	12/12/96 (06/11/98)	289991	02/26/01	Granted. Annuity fee due 2/26/2004
New Zealand	Construction System{"Zoob"}	PCT	330653	12/11/96 (06/10/98)	330653	04/26/99	Granted. 2 nd renewal due 12/11/2003
Singapore	Construction System{"Zoob"}	PCT	9803309-5	12/11/96 (06/10/98)	P-No. 53941 [WO 97/21475]	10/19/99	Granted. 2 nd renewal due 12/11/2003
Pending Foreign Applications							
Sweden	Interactive Digital Amusement Device{variations on "C-Watch"}	Design	99-0022	01/08/99			Annuity fee due 1/8/2004
Japan	Game Device with Watch Function{variations on "C-Watch"}	Design	475/1999	01/11/99			Awaiting Office Action re Amendment 12/11/2002
Great Britain	Interactive Digital Amusement Device{"C-Watch"}	Utility	9924635.7	08/25/99			Awaiting Office Action re Amendment 12/12/2001
Japan	Amusement Device{"Wuvvies"}	Design	00 124 830.1	11/14/00			Annuity fee due 11/14/2003
Japan	Amusement Device{"Wuvvies"}	Design	2000-348698	11/15/00			Request for Examination due 11/15/2007
Mexico	Amusement Device{"Wuvvies"}	Design	11234	11/15/00			Awaiting 1 st Office Action 11/15/2002
Korea	Amusement Device [Drive]{"Wuvvies"}	Design	2000-0067587	11/15/00			Request for Examination due 11/15/2005
Norway	Amusement Device{"Wuvvies"}	Design	2000-5774	11/15/00			Annuity fee due 11/15/2003

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Patents

Country	Title	Case Type	Application No.	Filing Date	Patent No.	Issue Date	Status
Japan	Race Car And Track{"Maximum Speed Cars/Criss Cross Battle Trax"}	Utility	20014226	08/31/01			Annuity fee due 8/31/2004
	Card Game And Card Interactive Amusement Device{"Robot Man Card Game"}	PCT	PCT/US01/30397	09/28/01			Response to Written Opinion due 12/28/2002
Canada	Construction System{"Zoob"}	PCT	2,240,025	12/11/96 (June 8, 1998)			Response due 2/26/2003
	Construction System{"Zoob"}	PCT	96945782.9	12/11/96			Response due 12/3/2002
Canada	Construction System{"Zoob"}	PCT	96199624.2	12/11/96 (07/10/98)			Awaiting Office Action re Amendment 12/6/2002
Hong Kong	Construction System{"Zoob"}	PCT	99103424.2	12/11/96 (08/09/99)			Annuity fee due 12/11/2005
Canada	Construction System{"Zoob"}	PCT	522182/97	12/11/96 (06/10/98)			Awaiting Office Action re Amendment 2/8/2003
Canada	Construction System{"Zoob"}	PCT	984605	12/11/96 (06/09/98)			Awaiting Letters Patent 3/24/2003
Abandoned Applications							
	Filtered Light Signal Control Suitable For Toys	Utility	08/691,378	08/02/96	5,847,854	8-Dec-98	Abandoned
	Amusement Device and Method {"Halloween Talking Book"}	Utility	08/666,605	06/19/96			Abandoned
	Safety Device For A Spring Loaded Flying Toy	Utility	08/694,616	08/13/96			Abandoned.
	Safety Device For A Spring Loaded Flying Toy	Utility	08/694,616	08/13/96			Abandoned CIP filed (see docket 4363.02)
	Interactive Digital Amusement Device {"C-Watch"}	Utility	999 439 11.0	08/25/99			Abandoned
	Wrist Watch Like Amusement Device {"C-Watch"}	Divisional	29/112,247	10/12/99			Abandoned
	Wrist Watch Like Amusement Device {"C-Watch"}	Divisional	29/112,298	10/13/99			Abandoned
	Wrist Watch Like Amusement Device {"C-Watch"}	Divisional	29/112,280	10/12/99			Abandoned
	Wrist Watch Like Amusement Device {"C-Watch"}	Divisional	29/112,297	10/13/99			Abandoned
	Water Gun Amusement Device {All countries except U.S.} {"Lighted Coherent Flow Storm Gun"}	PCT	PCT/00/41036	09/29/00			Abandoned
Canada	Digital Book Amusement Device	Design	2001-0389	02/16/01			Abandoned
Great Britain	Digital Book Amusement Device	Design	2099657	02/19/01	2099657	18-Aug-01	Abandoned

SCHEDULE 2.01 (b)(i)

Patents

<u>ntry</u>	<u>Title</u>	<u>Case Type</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Status</u>
ce	Digital Book Amusement Device	Utility	1017	02/19/01	01 1017	6-Jul-01	Abandoned
nany	Digital Book Amusement Device	Design	40101866	02/19/01	401 01 866.0	22-Jun-01	Abandoned
at Britain	Digital Book Amusement Device	Design	2101585	05/02/01	2101585	18-Aug-01	Abandoned
	Digital Book	Provisional	60/226,492	08/18/00			Abandoned in favor of Dkt 6814
	Digital Book Educational Amusement Device	Utility	PCT/US01/25921	08/17/01			Abandoned
ada	Race Car And Track {"Maximum Speed Cars/Criss Cross Battle Trax"}	Utility	2356784	08/30/01			Abandoned
	Race Car And Track {"Maximum Speed Cars/Criss Cross Battle Trax"}	Utility	11208808	08/30/01			Abandoned
	Expandable Decoration	Provisional	60/228,791	08/29/00			Abandoned {Please see Dkt. 6884}
	Toy Gun {Light Storm - 29.99}	Design	29/133,445	11/30/00			Abandoned {Notice of Recordation of Assignment received}
	Amusement Device {Robot Man - "Generic"}	Design	29/130,206	09/28/00			Abandoned Continuation filed (see docket 6902.01)
	Flying Amusement Device	Provisional	60/306,943	07/20/01			Abandoned
	Air Bladder Launching Device	Provisional	60/315,461	08/28/01			Abandoned
zil	Construction System {"Zoob"}	PCT	PI 9611993-4	12/11/96 (June 9, 1998)			Abandoned
ssia	Construction System {"Zoob"}	PCT	98113067	12/11/96			Abandoned
			30-Aug-01				
pired/Converted Applications							
	Illuminating Package {"Jeannie Light Up Box"}	Provisional	60/037,318	02/05/97			Expired
	Skipping Toy With Marker {"Chalk Spiral Dancer"}	Provisional	60/066,333	11/21/97			Expired/Advanced
	Interactive Digital Amusement Device {"C-Watch"}	Provisional	60/097,871	08/26/98			Expired/Advanced
	Water Gun Amusement Device {"Storm Gun"}	Provisional	60/157,153	09/30/99			Expired/Advanced
	Amusement Device {"Wuvvies"}	Provisional	60/165,572	11/15/99			Expired/Advanced
	Amusement Device {"Vend-o-bot"}	Provisional	60/180,360	02/04/00			Expired/Advanced
	Amusement Device {"C-Dog"}	Provisional	60/180,359	02/04/00			Expired/Advanced
	Amusement Device {"C-Chameleon"}	Provisional	60/180,307	02/04/00			Expired/Advanced
	Water Gun Amusement Device	Provisional	60/208,242	05/31/00			Expired

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Patents

<u>Country</u>	<u>Title</u>	<u>Case Type</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Status</u>
	Digital Book Amusement Device	Provisional	60/226,434	08/18/00			Expired/Advanced
	Race Car And Track{"Maximum Speed Cars/Criss Cross Battle Trax"}	Provisional	60/229,654	08/31/00			Expired/Advanced
	Bubble Making Amusement Device{"Bubble Blaster"}	Provisional	60/229,586	08/31/00			Expired/Advanced
	Toy Gun And Glow In The Dark Projectile{"Lightstorm - \$19.99"}	Provisional	60/232,285	09/13/00			Expired/Advanced
	Card Game And Card Interactive Amusement Device{"Robot Man Card Game"}	Provisional	60/236,231	09/28/00			Expired/Advanced
	Expandable Decoration{"Chinese Lantern"}	Provisional	60/232,286	09/13/00			Expired/Advanced
	Amusement Device{C-Pets}	Provisional	60/237,028	09/29/00			Expired
	Amusement Device{"Star Castle"}	Provisional	60/237,478	10/02/00			Expired/Advanced
	Water Amusement Device{"Storm IR Tag Game"}	Provisional	60/266,336	02/02/01			Expired/Advanced
	Lighted Water Amusement Device{"Shout and Shoot"}	Provisional	60/266,196	02/02/01			Expired
	Zip Track{"Max Speed"}	Provisional	60/302,525	07/02/01			Expired
	Beach Drag Set{"Max Speed Muscle Beach Drag Set"}	Provisional	60/302,519	07/02/01			Expired
	Zip Track{"Max Speed"}	Provisional	60/315,282	08/27/01			Expired
	Construction System{"Zoob"}	PCT	PCT/US96/19716	12/11/96			Advanced/Abandoned
	Interactive Digital Amusement Device{"C-Watch"}	PCT	PCT/US99/19397	08/25/99			Advanced

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US Trademarks

Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
A CAROLING WE GO	78/105,762	1/30/2002			21	PUBLISHED
AGE OF CHAOS	75/375,450	10/17/1997	2,322,227	2/22/2000	9	REGISTERED
AMAZON PREDATORS	74/501,489	3/18/1994	2,074,585	6/24/1997	28	REGISTERED
ANIBOTS	74/321,686	10/13/1992	1,845,178	7/12/1994	28	REGISTERED
ARF ARF DOGGIE	74/347,177	1/11/1993	1,860,454	10/25/1994	28	REGISTERED
A-Z TEDDY BEAR	74/397,327	6/3/1993	1,891,770	4/25/1995	28	REGISTERED
BARFY	75/582,151	11/3/1998	2,418,142	1/2/2001	28	REGISTERED
BATH PARTY PAZAZZ	75/849,205	11/16/1999	2,442,290	4/10/2001	28	REGISTERED
BATTLE BAZOOKA	75/436,000	2/18/1998	2,284,058	10/5/1999	28	REGISTERED
BEAD BRIGHT DESIGNS	75/396,085	11/25/1997	2,276,629	9/7/1999	28	REGISTERED
BEANS THE DOG	76/139,951	10/4/2000	2,500,230	10/23/2001	28	REGISTERED
BEAST PLANET	75/156,842	8/27/1996	2,155,624	5/5/1998	28	REGISTERED
BEAST PLANET	75/246,204	2/24/1997	2,185,027	8/25/1998	9	REGISTERED
BEAST TANK	75/250,359	3/3/1997	2,182,987	8/18/1998	28	REGISTERED
BEASTBALLS	75/522,929	7/21/1998	2,358,516	6/13/2000	28	REGISTERED
BEAST-COMMANDER	75/567,345	10/8/1998	2,363,233	6/27/2000	28	REGISTERED
BEAST-TROOPER	75/567,346	10/8/1998	2,433,964	3/6/2001	28	REGISTERED
BEAUTIFUL BOXES	75/315,451	6/26/1997	2,255,962	6/22/1999	28	REGISTERED
BERRY TEA CASTLE	75/337,040	8/7/1997	2,259,912	7/6/1999	28	REGISTERED
BIG & LIL' BEAUTY	76/220,465	3/7/2001			28	PENDING
BIG & LIL' BRONTO	76/220,472	3/7/2001			28	PENDING
BIG SCRATCH & LIL' SCRATCH	76/021,148	4/7/2000				PENDING
BITOR	76/135,458	9/26/2000			28	PENDING
BLUEBERRY SWEETIE	75/415,615	1/9/1998	2,468,112	7/10/2001	28	REGISTERED
BOLT MAN	76/135,457	9/26/2000	2,595,644	7/16/2002	28	REGISTERED
BONE MOON ALPHA	75/241,375	2/13/1997	2,200,429	10/27/1998	28	REGISTERED
BONE MOON OMEGA	75/241,298	2/13/1997	2,200,426	10/27/1998	28	REGISTERED
BONE TANK BIOSHREDDER	75/375,442	10/17/1997	2,300,542	12/14/1999	28	REGISTERED
BOO BEAMS	75/743,548	7/2/1999	2,336,286	3/28/2000	11	REGISTERED
BOO BEAMS	75/743,549	7/2/1999	2,336,287	3/28/2000	28	REGISTERED
BOO BUNCH	74/426,883	8/23/1993	1,895,639	5/23/1995	28	REGISTERED
BOPPIN' ROCKERS	76/338,882	11/15/2001			28	PENDING
BOSS FROG	76/275,505	6/25/2001			14, 28	PENDING
BOSS FROG	76/226,045	3/16/2001			28	PENDING
BOUQUET COLLECTION	75/389,137	11/12/1997	2,333,660	3/21/2000	28	REGISTERED
BUMP & ROAR	74/346,900	1/11/1993	1,872,098	1/3/1995	28	REGISTERED
C PETS CYBER ZOO & DESIGN	76/275,278	6/21/2001			28	PUBLISHED
C WATCH AND DESIGN	75/591,569	11/17/1998	2,402,678	11/7/2000	28	REGISTERED
CANDLES SO BEAUTIFUL	75/319,258	7/3/1997	2,219,708	1/19/1999	28	REGISTERED
CAPTURE THE MAGIC	75/048,972	1/26/1996	2,124,246	12/23/1997	28	REGISTERED
CARAMEL APPLE SWEETIE	75/484,167	5/12/1998	2,488,020	9/11/2001	28	REGISTERED
CATTAIL SWEETIE	75/483,752	5/12/1998	2,471,897	7/24/2001	28	REGISTERED
CHALK HOP	75/301,636	6/2/1997	2,209,754	12/8/1998	28	REGISTERED
CHEE CHEE THE CHATTERING CHIMP	74/253,514	3/9/1992	1,766,842	4/20/1993	28	REGISTERED
CHEE CHEE THE MONKEY BYTE	75/370,632	10/9/1997	2,248,311	5/25/1999	9	REGISTERED
CHILLA CHILLA	75/600,023	12/4/1998	2,337,851	4/4/2000	28	REGISTERED
CHILLAPHANT	75/763,786	7/29/1999	2,448,391	5/1/2001	28	REGISTERED
CHRISTMAS DREAMERS	74/433,118	9/7/1993	1,890,624	3/18/1995	28	REGISTERED
CHRISTMAS MAGIC	74/506,670	3/28/1994	2,007,370	10/15/1996	28	REGISTERED

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Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
CHUNGA	74/542,525	6/27/1994	1,908,655	8/1/1995	28	REGISTERED
CINDERELLA BUBBLE STARCASTLE	75/333,535	7/31/1997	2,200,649	10/27/1998	28	REGISTERED
CINDERELLA STARCASTLE	75/265,504	3/28/1997	2,200,526	10/27/1998	28	REGISTERED
CITROID	75/119,603	6/17/1996	2,239,215	4/13/1999	28	REGISTERED
CLAMSTER	76/135,459	9/26/2000			28	PENDING
CLASH BEAST	74/489,926	2/14/1994	1,921,029	9/19/1995	28	REGISTERED
COMBAT COMMANDO CANNON	74/421,730	8/9/1993	1,863,281	11/15/1994	28	REGISTERED
COMBAT CRAWLERS	74/392,240	5/17/1993	1,849,481	8/9/1994	28	REGISTERED
COMBAT ZOOKA	74/397,331	6/3/1993	1,855,305	9/20/1994	28	REGISTERED
COSMIC RAYGUN	75/265,592	3/28/1997	2,185,086	8/25/1998	28	REGISTERED
C-PETS	75/936,393	3/8/2000	2,518,604	12/11/2001	28	REGISTERED
C-PETS & DESIGN	76/258,452	5/18/2000			28	PENDING
CRAZY CODY	76/293,304	8/1/2001			28	PENDING
C-WATCH	75/591,570	11/17/1998			28	PENDING
C-WATCH FLASH	76/029,566	4/20/2000			14	OPPOSED
C-WATCH FLASH	76/021,149	4/7/2000			28	PENDING
C-WATCH JR.	76/047,101	5/15/2000			28	PENDING
C-WATCH KALEIDOSCOPE	76/061,607	6/2/2001			14	PENDING
C-WATCH RAVE	76/220,473	3/7/2001			14	PENDING
C-WATCH ROCKS	76/039,676	5/3/2000			28	PENDING
C-WATCH SCREENIES	76/062,373	6/2/2000			14	PENDING
C-WATCH STRETCHTIME	76/062,372	6/2/2000			14	OPPOSED
C-WATCH SWINGTIME	76/062,374	6/2/2000			14	PENDING
C-WATCH WIRELESS	76/062,371	6/2/2000			14	PENDING
CYBER CANNON	74/332,113	11/18/1992	1,832,322	4/19/1994	28	REGISTERED
CYBER RAYBOTS	74/308,179	8/27/1992	1,805,444	11/16/1993	28	REGISTERED
CYBER-GENETIC DINOSAURS	74/347,111	1/11/1993	1,825,884	3/8/1994	28	REGISTERED
CYCLONE FORCE 3	75/749,678	7/13/1999	2,411,425	12/5/2000	28	REGISTERED
D.J. JIGGY		11/3/1998	2,363,256	6/27/2000	28	REGISTERED
DAHLGREN	73/812,550	7/14/1989	1,585,007	2/27/1990	31	RENEWED
DARLING DALMATIONS	74/397,326	6/3/1993	1,846,286	7/19/1994	28	REGISTERED
DARLING KITTIES	74/433,115	9/7/1993	1,887,991	4/4/1995	28	REGISTERED
DARLING PONIES	74/466,381	12/7/1993	1,921,013	9/16/1995	28	REGISTERED
DARLING SEA FRIENDS	74/466,382	12/7/1993	1,921,014	9/19/1995	28	REGISTERED
DARLING ZOO TROOP	74/466,383	12/7/1993	1926557	10/10/1995	28	REGISTERED
DESIGN ONLY (GROOVE FACE WITH SUNGLASSES)		11/17/1998	2,446,841	4/24/2001	28	REGISTERED
DESIGN ONLY (HOT HEAD FROWNING FACE)	75/591,571	11/17/1998	2,451,551	5/15/2001	28	REGISTERED
DESIGN ONLY (MR. TOOTY SMILING FACE DESIGN)	75/591,573	11/17/1998	2,394,159	10/10/2000	28	REGISTERED
DESIGN ONLY (T TRENDMASTERS)	75/070,152	3/11/1996	2,196,213	10/13/1998	16	REGISTERED
DESIGN ONLY (T TRENDMASTERS)	75/977,015	3/11/1996	2,157,798	5/12/1998	28	REGISTERED
DESIGN ONLY (TRENDMASTERS)	74/663,132	4/19/1995	1,985,333	7/9/1996	16, 28	REGISTERED
DESIGN ONLY (ZOOB PIECE)	75/833,997	10/28/1999	2,458,793	6/5/2001	28	REGISTERED
DIAPER DANCER	74/522,927	7/21/1998	2,360,759	6/20/2000	28	REGISTERED
DIRTY DEMONS	75/522,928	7/21/1998	2,358,515	6/13/2000	28	REGISTERED
DJ JOHNNY BOT	76/168,788	11/22/2000			9, 28	ALLOWED
DOOM SAUCER	75/092,889	4/23/1996	2,093,700	9/2/1997	28	REGISTERED

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Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
DR. GROOVE	75/500,232	6/11/1998	2,360,734	6/20/2000	28	REGISTERED
DREAM DROPS	75/561,316	9/29/1998	2,400,732	10/31/2000	28	REGISTERED
DWOINKERS	76/275,500	6/25/2001			28	PENDING
EXTREME MISSILES	76/308,581	9/5/2001			28	PUBLISHED
F2F	78/161,076	9/5/2002			28	PENDING
FASHION PLANET	75/319,259	7/3/1997	2,265,483	7/27/1999	28	REGISTERED
FIERA	73/740,979	7/18/1988	1,534,205	4/11/1989	14	REGISTERED
FLOWERING SECRETS	75/561,319	9/29/1998	2,394,105	10/10/2000	28	REGISTERED
FRIEND TO FRIEND	78/161,061	9/5/2002			28	PENDING
FUZZY BEANZ	75/500,234	6/11/1998	2,520,524	12/18/2001	28	REGISTERED
GARDEN BOUQUET CASTLE	75/352,056	9/5/1997	2,259,934	7/6/1999	28	REGISTERED
GARDEN CASTLE	75/123,014	5/30/1996	2,096,092	9/9/1997	28	REGISTERED
GEMSTONE CASTLE	75/233,632	1/30/1997	2,188,478	9/8/1998	28	REGISTERED
GHOST TRAP ECTOPLASMIC CONTAINMENT UNIT	75/274,869	4/15/1997	2,191,527	9/22/1998	28	REGISTERED
GHOSTFORMERS	75/187,167	10/24/1996	2,201,946	11/3/1998	28	REGISTERED
GIGGLE N' GROW	75/443,780	3/3/1998	2,296,872	11/30/1999	28	REGISTERED
GIRLY	75/491,109	5/27/1998	2,363,013	6/27/2000	28	REGISTERED
GIRLY GIRL	75/553,266	9/17/1998	2,363,204	6/17/2000	28	REGISTERED
GOIN' APE	76/308,582	9/5/2001			14, 28	SUSPENDED
GREAT CATCH	74/287,445	6/23/1992	1,795,989	9/28/1993	28	REGISTERED
HAIR PARTY PAZZAZ	75/407,545	12/18/1997	2,433,817	3/6/2001	28	REGISTERED
HALLOWEEN SCREAMERS	75/038,213	12/28/1995	2,143,886	3/17/1998	11, 21, 24	REGISTERED
HALLOWEEN SCREAMERS	74/694,500	6/26/1995	2,036,193	2/4/1997	11	REGISTERED
HALLOWSCREAM	74/732,896	9/22/1995	1,995,652	8/20/1996	28	REGISTERED
HALLOWSCREAM	75/187,163	10/24/1996	2,224,948	2/23/1999	11, 20, 21, 28	REGISTERED
HARVEST PUMPKIN	75/443,784	3/3/1998	2,288,255	10/19/1999	20, 21	REGISTERED
HARVEST PUMPKIN	75/443,785	3/3/1998	2,288,256	10/19/1999	11	REGISTERED
HEROIC FIRE SUPERMOON	75/695,768	4/28/1999	2,332,683	3/21/2000	28	REGISTERED
HEROIC PLANET SAND	75/633,992	2/5/1999	2,304,307	12/28/1999	28	REGISTERED
HEROIC TEK SUPERMOON	75/695,767	4/28/1999	2,332,682	3/21/2000	28	REGISTERED
HIDE N' PEEK	75/652,947	3/3/1999			28	SUSPENDED
HOUND DOG CHRISTMAS	74/347,310	1/11/1993	1,843,967	7/5/1994	28	REGISTERED
ICE BALLERINA CASTLE	75/245,090	2/21/1997	2,202,103	11/3/1998	28	REGISTERED
ICE MOON ALPHA	75/241,457	2/13/1997	2,200,430	10/27/1998	28	REGISTERED
ICE MOON OMEGA		2/21/1997	2,237,400	4/6/1999	28	REGISTERED
ICE TANK KRYOSPIDER	75/377,455	10/22/1997	2,302,619	12/21/1999	28	REGISTERED
INNOVATIVE TIME	73/605,151	6/19/1986	1,454,968	9/1/1987	9, 18, 20, 25, 37, 42	REGISTERED
INNOVATIVE TIME AND DESIGN	73/356,822	3/26/1982	1,227,457	2/15/1983	14	REGISTERED
ITTY BITTY POP N' PEEPS	74/276,344	5/15/1992	1,848,256	8/2/1994	28	REGISTERED
JOHNNY APPLE BOT	76/168,790	11/22/2000			28	PENDING
JUNGLE PREDATORS	74/501,490	3/18/1994	1,893,832	5/9/1995	28	REGISTERED
KICKIN' FISHIN'	75/626,530	1/21/1999	2,478,403	8/14/2001	28	REGISTERED
KICKIN' HUNTIN'	75/638,726	2/11/1999	2,476,284	8/7/2001	28	REGISTERED
KING EL SMASHO	76/323,260	10/9/2001			28	PUBLISHED
KING OF THE BEASTS	74/489,650	2/14/1994	1,906,931	7/18/1995	28	REGISTERED
KING SLUGNUT	76/321,607	10/5/2001			28	PUBLISHED
KNIGHT SLAMMER	76/323,258	10/9/2001			9, 28	PUBLISHED

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Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
KNIGHT SLUGNOID	76/323,259	10/9/2001			28	PUBLISHED
KOO KOO KITTY	74/523,553	5/11/1994	1,892,251	5/2/1995	28	REGISTERED
L.A.STYLE	74/274,153	5/7/1992	1,802,678	11/2/1993	14	REGISTERED
LAFFY	75/483,392	5/12/1998	2,302,870	12/21/1999	14	REGISTERED
LIGHT STORM	76/045,538	5/11/2000	2,568,259	5/7/2002	28	REGISTERED
LIGHTNING FORCE 1	75/749,677	7/13/1999	2,534,610	1/29/2002	28	REGISTERED
LIL' DUCKY DO	76/163,584	11/13/2000			28	ALLOWED
LIL' PIGGY TOO	76/163,583	11/13/2000	2,580,166	6/11/2002	28	REGISTERED
LOBJAW	76/135,456	9/26/2000	2,613,329	8/27/2002	28	REGISTERED
LOONEY BALL	74/407,792	6/30/1993	1,865,341	11/29/1994	28	REGISTERED
LOONEY PRESCHOOL	75/136,876	7/19/1996	2,097,219	9/16/1997	28	REGISTERED
LOVIN' TUNEFULS	76/047,103	5/15/2000	2,501,715	10/30/2001	28	REGISTERED
LOVIN' TUNEFULS CHEERLEADERS	75/808,689	9/28/1999	2,464,537	6/26/2001	28	REGISTERED
LUG NUT	76/135,460	9/26/2000			28	PENDING
MAD MAD MOLE MASH	75/626,566	1/21/1999	2,491,169	9/18/2001	28	REGISTERED
MADAME LEONA	75/491,113	5/17/1998	2,392,018	10/3/2000	28	REGISTERED
MAGIC STORY READER	76/039,677	5/3/2000			9	PENDING
MAINSTREET PARADE	75/389,142	11/12/1997	2,239,791	4/13/1999	28	REGISTERED
MAKE IT UNIQUE STAMP BOUTIQUE	75/241,909	2/14/1997	2,234,969	3/23/1999	28	REGISTERED
MALL BRAWL	76/271,222	6/13/2001			16, 28, 35	PENDING
MARTAIN BRAIN DISINTEGRATOR	75/265,590	3/28/1997	2,194,297	10/6/1998	28	REGISTERED
MASTERBOTX	74/321,684	10/13/1992	1,846,274	7/19/1994	28	REGISTERED
MAX TUNNEL	76/292,591	7/31/2001			28	ALLOWED
MAXIMUM SPEED	75/874,557	12/18/1999	2,548,126	3/12/2002	28	REGISTERED
MAXIMUM SPEED	76/283,698	7/12/2001			25	PENDING
ME-FISTO	76/135,461	9/26/2000			28	PENDING
MEOW MEOW KITTY	74/347,199	1/11/1993	1,860,455	10/25/1994	28	REGISTERED
MICROSAURS	74/306,299	8/21/1992	1,899,979	6/13/1995	28	REGISTERED
MINI TEK FIGHTERS	74/721,483	8/28/1995	2,067,832	6/3/1997	28	REGISTERED
MISSION DISK	75/016,595	11/8/1995	2,159,285	5/19/1998	28	REGISTERED
MONSOON FORCE 4	75/749,676	7/13/1999	2,413,211	12/12/2000	28	REGISTERED
MOOCHEY THE MUTT	74/663,133	4/19/1995	1,956,568	2/13/1996	28	REGISTERED
MOONLIGHT CASTLE	75/343,354	8/19/1997	2,259,922	7/6/1999	28	REGISTERED
MR. MOOD	75/500,233	6/11/1998	2,373,626	8/1/2000	14	REGISTERED
MR. TOOTY	75/582,167	11/3/1998	2,392,696	10/10/2000	28	REGISTERED
MUY LOCO	75/936/396	3/8/2000	2,483,745	8/28/2001	28	REGISTERED
NEPTUNE BUBBLE STARCASTLE	75/333,534	7/31/1997	2,200,648	10/27/1998	28	REGISTERED
NEPTUNE STARCASTLE	75/016,722	11/8/1995	2,064,059	5/20/1997	28	REGISTERED
NIGHT LASER	74/340,319	12/15/1992	1,813,067	12/21/1993	28	REGISTERED
NORTH POLE HOTLINE	74/435,648	9/15/1993	1,838,780	6/7/1994	28	REGISTERED
NORTON	76/324,177	10/10/2001			28	PUBLISHED
OCEAN PREDATORS	74/501,491	3/18/1994	1,886,802	3/28/1995	28	REGISTERED
OLLIE THE OCTOPUS	74/186,971	7/22/1991	1,735,760	11/24/1992	28	REGISTERED
OPERATION BUG	75/495,297	6/2/1998	2,312,534	1/25/2000	28	REGISTERED
PANDA BYTE	75/370,669	10/9/1997	2,245,132	5/11/1999	9	REGISTERED
PARTY PAZAZZ	75/448,827	3/12/1998	2,350,686	5/16/2000	28	REGISTERED
PEACH SWEETIE	75/415,614	1/9/1998	2,468,111	7/10/2001	28	REGISTERED
PEPPERMINT TEA CASTLE	75/337/041	8/7/1997	2,259,913	7/6/1999	28	REGISTERED

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US Trademarks

Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
PLANET BONE	75/246,038	2/24/1997	2,185,021	8/25/1998	9	REGISTERED
PLANET BONE	75/241,451	2/13/1997	2,182,968	8/18/1998	28	REGISTERED
PLANET FIRE	75/274,868	4/15/1997	2,202,204	11/3/1998	28	REGISTERED
PLANET ICE	75/241,453	2/13/1997	2,185,005	8/25/1998	28	REGISTERED
PLANET REMORA	75/245,088	2/21/1997	2,185,020	8/25/1998	28	REGISTERED
PLANET REPTIZAR	75/246,201	2/24/1997	2,185,025	8/25/1998	16	REGISTERED
PLANET REPTIZAR	75/246,283	2/24/1997	2,182,977	8/18/1998	28	REGISTERED
PLANET ROCK	75/256,200	2/24/1997	2,185,024	8/25/1998	9	REGISTERED
PLANET ROCK	75/241,452	2/13/1997	2,182,969	8/18/1998	28	REGISTERED
PLANET TEK	75/187,161	10/24/1996	2,198,916	10/20/1998	28	REGISTERED
PLANET WATER	75/246,097	2/24/1997	2,182,975	8/18/1998	28	REGISTERED
PLAYMATION	74/494,645	2/28/1994	2,373,074	8/1/2000	28	REGISTERED
POP GIRL	75/526,382	7/27/1998	2,392,062	10/3/2000	28	REGISTERED
POWER CARDS	76/134,199	9/25/2000			16	PUBLISHED
POWER-UP	74/685,050	6/6/1995	2,129,273	1/13/1998	28	REGISTERED
PRETTY PARK CARNIVAL COLLECTION	75/101,520	5/7/1996	2,131,175	1/20/1998	28	REGISTERED
PRIMORDIAL	75/485,273	5/14/1998	2,229,010	3/2/1999	28	REGISTERED
PSYCHEDELIC FEEDBACK	75/789,675	9/1/1999	2,466,532	7/3/2001	28	REGISTERED
RUMBLE ARMOR	76/322,082	10/4/2001			28	PENDING
RUMBLE CARS	76/249,002	5/1/2001			9, 16, 28	ALLOWED
RUMBLE CONES	76/300,446	8/16/2001			28	PENDING
RUMBLE GLADIATORS	76/342,321	11/27/2001			28	PENDING
RUMBLE HAMMERS	76/300,442	8/16/2001			28	PUBLISHED
RUMBLE RIPPERS	78/110,857	2/25/2002			28	PENDING
RUMBLE ROBOT RUMBLE TRAPS	76/300,448	8/16/2001			9, 28	PUBLISHED
RUMBLE ROBOTS	76/283,699	7/12/2001			25	ALLOWED
RUMBLE ROBOTS	76/207,680	2/9/2001			16, 28	ALLOWED
RUMBLE ROBOTS & DESIGN	76/210,624	2/9/2001			16, 28	PENDING
RUMBLE ROBOTS INVASION	78/108,816	2/14/2002			16, 28	PENDING
RUMBLE ROOM	76/338,881	11/15/2001			41	PUBLISHED
RUMBLE WARS	76/293,302	8/1/2001			28	PUBLISHED
RUMBLE WIRE	76/300,441	8/16/2001			9, 28	PUBLISHED
RUMBLE WORLD	76/355,900	1/7/2002			16, 28	PENDING
SMILEYO'S	74/506,100	3/28/1994	1,910,221	8/8/1995	28	REGISTERED
SPATTERS	74/391,777	5/18/1993	1,845,196	7/12/1994	28	REGISTERED
SPATTERS	75/187,162	10/24/1996	2,163,347	6/9/1998	9, 20, 28	REGISTERED
SPOOKY TUNES	74/517,991	4/28/1994	1,887,302	4/4/1995	28	REGISTERED
SPORTS MASTER	73/641,976	1/29/1987	1,456,311	9/8/1987	9	REGISTERED
SPORTS MASTER	73/567,767	11/12/1985	1,507,866	10/11/1988	9, 14	REGISTERED
SPRINKLES	74/669,026	5/2/1995	2,011,142	10/22/1996	28	REGISTERED
SPUTTY BALL	75/074,189	3/18/1996	2,052,436	4/15/1997	28	REGISTERED
STARCASTLE	74/663,131	4/19/1995	2,005,292	10/1/1996	28	REGISTERED
STARCASTLE PONIES	75/168,576	9/19/1996	2,127,862	1/16/1998	28	REGISTERED
STARCASTLE STARDANCERS	75/924,342	2/24/2000			28	PENDING
STONE HURLING BEASTS		9/7/1993	1,874,767	1/17/1995	28	REGISTERED
STORM	76/130,978	9/15/2000			28	SUSPENDED
STORM	76/065,325	6/8/2000			28	SUSPENDED
STORM ANGELS	76/241,595	4/17/2001			28	PENDING
STORM BUBBLES	76/047,102	5/16/2000			28	SUSPENDED

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US Trademarks

Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
STORM DESIGN	76/133,437	9/15/2000			28	PENDING
STORM LIGHT WARS	76/249,004	5/1/2001			28	ALLOWED
STORM RAIDER	76/304,905	8/27/2001			28	PUBLISHED
STRAWBERRY SWEETIE	75/415,613	1/9/1998	2,468,110	7/10/2001	28	REGISTERED
STREET SWEEPER		11/18/1992	1,834,774	5/3/1994	28	REGISTERED
STROBIE	76/283,891	4/30/1997	2,241,146	4/20/1999	28	REGISTERED
SUNBEAM CASTLE	75/343,355	8/19/1997	2,259,923	7/6/1999	28	REGISTERED
SUNSHINE COLLECTION	75/101,524	5/7/1996	2,096,057	9/9/1997	28	REGISTERED
SUPER FLEX	75/104,035	5/14/1996	2,124,335	12/23/1997	28	REGISTERED
SUPER SPACE GUN	75/161,324	9/5/1996	2,160,928	5/26/1998	28	REGISTERED
SUPERMOON	75/375,427	10/17/1997	2,245,139	5/11/1999	28	REGISTERED
SUSHI SAM	76/258,453	5/18/2001			28	PENDING
SYSTEM X	75/222,983	1/9/1997	2,184,939	8/25/1998	28	REGISTERED
T TRENDMASTERS	75/526,793	7/27/1998	2,274,367	8/31/1999	9, 11, 14, 20, 21, 28	REGISTERED
TAIL WIND	74/732,895	9/22/1995	1,993,590	8/13/1996	28	REGISTERED
TEACUP COLLECTION	75/265,627	3/28/1997	2,200,527	10/27/1998	28	REGISTERED
TEK COPTER	74/721,205	8/28/1995	2,093,513	9/2/1997	28	REGISTERED
TEK DISK	75/370,664	10/9/1997	2,250,486	6/1/1999	28	REGISTERED
TEK FIGHTERS	74/685,049	6/6/1995	2,041,289	2/25/1997	28	REGISTERED
TEK GEAR	75/669,027	5/2/1995	2,024,608	12/17/1996	28	REGISTERED
TEK SAM	76/271,215	6/13/2001			28	ALLOWED
TEK STORM	76/336,488	11/13/2001			28	PENDING
THE MAGIC OF MAIN STREET	74/590,762	10/26/1994	2,021,263	12/3/1996	28	REGISTERED
THE STORM	75/673,379	4/2/1999			28	PUBLISHED
THE WRITE TIME	73/403,301	11/22/1982	1,270,732	3/20/1984		EXPIRED
THUNDER FORCE 6	75/766,890	8/2/1999	2,494,894	10/2/2001	28	REGISTERED
TIME SQUARE	74/689,836	6/16/1995	2,084,558	7/29/1997	20	REGISTERED
TIMELESS CLASSIC	74/322,650	10/14/1992	1,973,177	5/7/1996	14	REGISTERED
TINY DREAMERZ	75/518,838	7/13/1998	2,363,115	6/27/2000	28	REGISTERED
TREASURE CASTLE	75/171,042	9/24/1996	2,217,651	1/12/1999	28	REGISTERED
TRENDMASTERS	74/254,028	3/10/1992	1,752,704	2/16/1993	28	REGISTERED
TRIPLE LOOP CRASH TRACKS	76/220,454	3/7/2001			28	PUBLISHED
TRI-RAPA-CERATOPS	76/220,466	3/7/2001	2,607,115	8/13/2002	28	REGISTERED
TRUE LOVE COLLECTION	75/479,849	5/5/1998	2,406,785	11/21/2000	28	REGISTERED
T-SHOCK	76/308,473	9/5/2001			28	SUSPENDED
TSUNAMI BALLS	76/130,976	9/15/2000			28	PENDING
TSUNAMI FORCE 5	75/763,787	7/29/1999	2,496,919	10/9/2001	28	REGISTERED
TURBO FLYERS	74/306,298	8/21/1992	1,814,491	12/28/1993	28	REGISTERED
TYPHOON FORCE 2	75/766,891	8/3/1999	2,394,369	10/10/2000	28	REGISTERED
UNLIMITOR	75/796,133	9/9/1999	2,598,540	7/23/2002		REGISTERED
WAR PLANETS	75/246,203	2/24/1997	2,185,026	8/25/1998	9	REGISTERED
WAR PLANETS	75/246,275	2/24/1997	2,182,976	8/18/1998	16	REGISTERED
WAR PLANETS	75/223,492	1/2/1997	2,182,925	8/18/1998	28	REGISTERED
WAR PLANETS	75/250,360	3/3/1997	2,234,992	3/23/1999	41	REGISTERED
WEDDING CAKE CASTLE	75/149,442	8/13/1996	2,154,253	4/28/1998	28	REGISTERED
WHOSE SIDE ARE YOU ON?!	76/186,684	12/22/2000				PUBLISHED
WINTER FACE DESIGN IN CIRCLE	74/506,669	3/28/1994	1,915,171	8/29/1995	28	REGISTERED
WINTER FACE IN SQUARE DESIGN	74/663,135	4/19/1995	1,988,255		28	REGISTERED
WISHING GEMSTONE BEAUTIES	74/488,399	2/9/1994	1,872,636	1/10/1995	28	REGISTERED

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Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
WISHING GEMSTONE PONIES	74/488,444	2/9/1994	1,872,637	1/10/1995	28	REGISTERED
WUVLUVS	75/922,776	2/22/2000	2,473,223	7/31/2001	28	REGISTERED
WWW.TRENDMASTERS.COM VISIT OUR SITE	75/626,567	1/21/1999	2,493,810	10/2/2001	35	REGISTERED
X1 PROTON BLASTER	75/241,908	2/14/1997	2,239,438	4/13/1999	28	REGISTERED
X1 RECOIL BLASTER	74/213,165	10/17/1991	1,749,495	1/26/1993	28	REGISTERED
X2 NITRO BLASTER	74/213,166	10/17/1991	1,766,829	4/20/1993	28	REGISTERED
X3 CYBER BLASTER	74/213,168	10/17/1991	1,749,497	1/26/1993	28	REGISTERED
X4 CYBER BLASTER	74/213,167	10/17/1991	1,749,496	1/26/1993	28	REGISTERED
X-BOTS	76/134,166	9/25/2000			16, 28	SUSPENDED
X-RAY RIFLE	75/265,591	3/28/1997	2,211,749	12/15/1998	28	REGISTERED
YOU GOTTA GET THE CARDS TO GET THE POWER	76/308,650	9/5/2001			16, 28	PENDING
ZANIACS	74/663,909	4/19/1995	2,014,508	11/5/1996	28	REGISTERED
ZOOB	75/063,029	2/26/1996	2,184,475	8/25/1998	28	REGISTERED
ZOBDUDE	75/833,984	10/28/1999	2,448,855	5/8/2001	28	REGISTERED
ZOOKA BLASTER	74/433,116	9/7/1993	1,873,348	1/10/1995	28	REGISTERED
ZOOKA FORCE	74/407,788	6/30/1993	1,895,635	5/23/1995	28	REGISTERED

SCHEDULE 2.01(1)(a)
Foreign Trademarks

Country	Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
Argentina	STARCASTLE	2,069,262	2/13/1997	1671963	6/22/1998	028	REGISTERED
Argentina	TRENDMASTERS & DESIGN	2046894	8/30/1996	1647687	10/16/1997	28	REGISTERED
Argentina	WAR PLANETS	2,109,030	10/16/1997	1779407	3/17/2000	28	REGISTERED
Australia	C GAMES & DESIGN	782710	1/11/1999	782710	1/11/1999	28	REGISTERED
Australia	C WATCH AND DESIGN	782711	1/11/1999	782711	1/11/1999	28	REGISTERED
Australia	RUMBLE ROBOTS	885922	8/15/2001	885922	4/3/2002	16, 28	REGISTERED
Australia	STARCASTLE	676656	10/30/1995	676656	10/30/1995	028	REGISTERED
Australia	STORM ANGELS	889430	9/17/2001	889430	9/17/2001	28	REGISTERED
Australia	TRENDMASTERS & DESIGN	672511	9/13/1995	672511	9/13/1995	9, 16, 28	REGISTERED
Australia	WUVLUVS	826963	3/9/2000	826963	3/9/2000	28	REGISTERED
Belgium	TRENDMASTERS & DESIGN	855 637	9/14/1995	577 583	9/14/1995	9, 16, 28	REGISTERED
Brazil	TRENDMASTERS & DESIGN	819559768	10/16/1996	819559768	4/27/1999	28	REGISTERED
Canada	C WATCH AND DESIGN	1,000,972	1/4/1999	TMA544397	5/2/2001		REGISTERED
Canada	RUMBLE ROBOTS	1,112,281	8/9/2001				PENDING
Canada	STARCASTLE	0,857,485	9/30/1997	TMA514,182	8/10/1999		REGISTERED
Canada	STORM	1,116,551	9/24/2001				PENDING
Canada	STORM ANGELS	1,116,552	9/24/2001				PENDING
Canada	TRENDMASTERS & DESIGN	0,792,796	9/13/1995	TMA484061	10/15/1997		REGISTERED
Canada	WUVLUVS	1,051,967	3/22/2000				PENDING
China (People's Republic Of)	STARCASTLE	970018086	3/5/1997	1172450	5/6/1998	028	REGISTERED
China (People's Republic Of)	TRENDMASTERS & DESIGN	960121048	11/1/1996	1159322	3/14/1998	9	REGISTERED
China (People's Republic Of)	TRENDMASTERS & DESIGN	960100077	9/2/1996	1126150	11/14/1997	28	REGISTERED
Denmark	STAR CASTLES	VA 1314 1996	2/26/1996	VR 1996 02858	5/10/1996	28	REGISTERED
European Union	C WATCH AND DESIGN	001106202	3/15/1999			28	PENDING
European Union	RUMBLE ROBOTS	002336279	8/9/2001			9, 16, 28	PENDING
European Union	STARCASTLE	000484121	3/10/1997	000484121	2/23/1999	28	REGISTERED
European Union	STORM	1309947	9/15/1999			14, 18, 28	PENDING
European Union	STORM ANGELS	2376424	9/17/2001			28	PUBLISHED
European Union	TRENDMASTERS & DESIGN	000035642	4/1/1996	000035642	11/11/1999	28	REGISTERED
France	ALIEN HUNTERS	94/521.200	5/20/1994	94/521.200	5/20/1994	28	REGISTERED
France	MASTERBOTIX	94/521.203	4/20/1994	94/521.203	10/28/1994	028	REGISTERED
France	PLAYMATION	94/521.199	5/20/1994	94/521.199	10/28/1994	028	REGISTERED
France	TRENDMASTERS	95/587.924	9/13/1995	95/587.924	9/13/1995	28	REGISTERED
France	WORLD PREDATORS	94/521.201	5/20/1994	94/521.201	5/20/1994	28	REGISTERED
Germany	TRENDMASTERS & DESIGN	39537469	9/13/1995	30537469	10/25/1996	28	REGISTERED
Greece	INNOVATIVE TIME AND DESIGN	2375486	10/5/1986	487918	10/5/1986	14	REGISTERED
Greece	TRENDMASTERS & DESIGN	RM96 C000198	1/16/1996	755,120	8/25/1998	28	REGISTERED
Hong Kong	C GAMES & DESIGN	17744/99	3/1/1999	4412358	8/25/2000	28	REGISTERED
Hong Kong	C WATCH AND DESIGN	17743/99	3/1/1999	4421046	9/29/2000	28	REGISTERED
Mexico	STARCASTLE	287955	2/25/1997	545087	3/26/1997	28	REGISTERED
Mexico	TRENDMASTERS & DESIGN	272714	8/30/1996	624233	8/30/1996	28	REGISTERED
New Zealand	WUVLUVS	609946	3/7/2000	609946	2/22/2000	28	REGISTERED
Norway	STAR CASTLES	19975612					WITHDRAWN
Norway	STARCASTLE	97.1057	2/10/1997	186.038	10/23/1997	28	REGISTERED
Norway	TRENDMASTERS & DESIGN	96.4858	8/15/1996	188.756	3/12/1998	28	REGISTERED
Norway	WUVLUVS	2000/02179	2/25/2000	205.323	10/19/2000	28	REGISTERED
Peru	STARCASTLE	33352	2/27/1997	36554	6/13/1997	028	REGISTERED
Singapore	WUVLUVS	T00/03266G	3/2/2000	T00/03266G	9/11/2001	28	REGISTERED
Taiwan	TRENDMASTERS & DESIGN	1987611	9/28/1995	1987611	3/5/1996	28	LAPSED
Sweden	STAR CASTLES	97-6464	7/8/1997	337.157	5/19/2000	28	REGISTERED
Switzerland	INNOVATIVE TIME AND DESIGN			320420	7/6/1982	14	REGISTERED

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Foreign Trademarks

Country	Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
Switzerland	SPORTS MASTER			355352	6/1/1987	14	REGISTERED
Switzerland	SPORTSMASTER			347120	2/5/1986	14	REGISTERED
Switzerland	WUVLUVS	02863/2000	3/10/2000	479.286	6/12/2000	28	REGISTERED
Taiwan	STARCASTLE	86009058	2/25/1997	817960	9/16/1998	028	REGISTERED
Taiwan	TRENDMASTERS & DESIGN	85041715		817944	9/16/1998	28	REGISTERED
United Kingdom	INNOVATIVE TIME AND DESIGN	1186248	11/30/1982	B1186248	11/30/1982	14	REGISTERED
United Kingdom	TRENDMASTERS & DESIGN	2,035,420	9/19/1995	2,035,420	9/19/1995	28	PUBLISHED
Venezuela	STARCASTLE	004627/97	3/13/1997		1/26/1998	28	REGISTERED
Venezuela	TRENDMASTERS & DESIGN	14362	8/29/1996			28	ALLOWED

SCHEDULE 2.01(b)(i)

Registered Copyrights

	Status	Registration Number	Registration Date	Country
istic Looking Replica of a Velociraptor Standing on a Base	Registered	VA 560-969	04/26/93	US
5 Halloween Horizontal Pumpkin Totem	Registered	VA 795-214	06/18/96	US
7 Easter Speckles Egg Bean Bag	Registered	VA 795-213	06/18/96	US
7 Easter Plank - Girl Bunny	Registered	VA 795-207	06/18/96	US
7 Easter Plank - Boy Bunny	Registered	VA 795-208	06/18/96	US
7 Easter Egg Holder - Ferris Wheel	Registered	VA 795-202	06/18/96	US
7 Easter Spatters Clock	Registered	VA 795-203	06/18/96	US
7 Easter Treehouse Tree	Registered	VA 795-204	06/18/96	US
7 Easter Egg Holder - Swing	Registered	VA 795-205	06/18/96	US
7 Easter Tulip Candelabra	Registered	VA 795-206	06/18/96	US
5 Halloween Dancing Frankenstein	Registered	VA 795-198	06/18/96	US
7 Easter Spatters Egg Bean Bag	Registered	VA 795-199	06/18/96	US
7 Easter Train	Registered	VA 795-215	06/18/96	US
6 Halloween Cactus Pumpkin	Registered	VA 795-200	06/18/96	US
6 Easter Wind Up Carrot Car	Registered	VA 795-201	06/18/96	US
Mechanical Toy Robot With Moveable Arms and Interchangeable Weapons	Registered	VA 529-912	10/26/92	US
ii Tailwind	Registered	VA 758-491	12/13/95	US
'6 Christmas 24" Totem-Snowman	Registered	VA 788-598	06/05/96	US
'6 Christmas 24" Totem - Classic Santa Claus	Registered	VA 788-597	06/05/96	US
'6 Christmas Angel Candelabra	Registered	VA 788-603	06/05/96	US
'6 Christmas Grandfather Clock	Registered	VA 788-601	06/05/96	US
ptune Starcastle	Registered	VA 788-600	06/05/96	US
ng Force Fighters Stealth Fighter Jet	Registered	VAu 263-305	08/30/93	US
oney Push-A-Long Train	Registered	VA 725-288	02/28/95	US
k Copter	Registered	VA 758-492	12/13/95	US
vo Dimensional Drawing Of Star Pony and Star Colt	Registered	VA 634-992	11/26/93	US
ng Force Fighters SR-71	Registered	VAu 263-306	08/30/93	US
'96 Christmas CD's Nutcracker - Whimsical Soldier	Registered	VA 788-599	06/05/96	US
vo Dimensional Drawing Representative of a Snowman	Registered	VA 559-387	03/16/93	US
vo Dimensional Drawing Representative Of A Reindeer In A Santa Suit	Registered	VA 559-388	03/16/93	US
umby Playset Assortment-Gumby on Wheels	Registered	VA 458-484	12/13/95	US
rk Gear Ball	Registered	VA 749-408	11/08/95	US
'96 Halloween 12" Realistic Pumpkin	Registered	VA 758-489	12/13/95	US
'96 Halloween 16" Realistic Pumpkin	Registered	VA 758-490	12/13/95	US
'96 Halloween Haunted Book	Registered	VA 758-493	12/13/95	US
umby Playset Assortment-Ninja Gumby	Registered	VA 758-485	12/13/95	US
atters Bunny Bendable	Registered	VA 585-189	08/10/93	US
Mechanical Toy Robot with moveable arms and interchangeable weapons	Registered	VA 529-910	10/26/92	US
Mechanical Toy Robot with moveable arms and interchangeable weapons	Registered	VA 529-911	10/26/92	US
uffed fabric body representative of a mouse on ice skates	Registered	VA 550-883	02/22/93	US
rk Gear Disk	Registered	VA 833-117	04/02/96	US
ear Blabber Pal	Registered	VA 692-831	12/07/94	US
ree Dimensional Sculpture Representative of a Santa Bust on a Door Knocker Base	Registered	VA 548-744	02/23/93	US
uffed fabric body representative of a Penguin	Registered	VA 544-048	11/24/92	US
oney Push-A-Long Car	Registered	VA 725-290	02/28/95	US

SCHEDULE 2.01(b)(i)
Registered Copyrights

e	Status	Registration Number	Registration Date	Country
6 Halloween Crypt Light	Registered	VA 758-486	12/13/95	US
6 Halloween Scarecrow Head Asst.	Registered	VA 758-487	12/13/95	US
nby Playset Assortment - Gumby Racer	Registered	VA 758-483	12/13/95	US
5 Christmas Bear Blabber Pal	Registered	VA 722-738	06/08/95	US
5 Christmas Musical Ornament - Toy Soldier	Registered	VA 689-331	02/28/95	US
5 Christmas Musical Ornament - Nutcracker	Registered	VA 689-328	02/28/95	US
5 Christmas Moose Blabber Pal	Registered	VA 722-740	06/08/95	US
pyland Dreamers - Dog	Registered	VA 711-184	04/12/95	US
ose Blabber Pals	Registered	VA 692-832	12/07/94	US
pyland Dreamers - Cat	Registered	VA 711-181	04/12/95	US
pyland Dreamers	Registered	VA 711-183	04/12/95	US
5 Christmas Musical Ornament - Santa	Registered	VA 689-330	02/28/95	US
5 Christmas Musical Ornament - Santa Sleigh	Registered	VA 689-329	02/28/95	US
5 Halloween Projector Wrist Band	Registered	VA 711-182	04/12/95	US
ita's Helper With Hat and Bib	Registered	VA 548-979	02/02/93	US
ffed Fabric Body Representative of a Reindeer in a Santa Suit	Registered	VA 550-878	02/22/93	US
4 Christmas Singing Hound Dog	Registered	VA 708-335	05/10/95	US
alistic Replica of a Triceratops	Registered	VA 560-981	04/26/93	US
alistic Looking Replica of a Tyrannosaurus Rex Standing on a se	Registered	VA 560-982	04/26/93	US
alistic Looking Replica of a Stegosaurus Standing on a Base	Registered	VA 560-983	04/26/93	US
rth Pole Hotline Talking Phone Packaging	Registered	VA 577-465	08/10/93	US
c Gear Football	Registered	VA 749-406	11/08/95	US
96 Halloween Shadow Ghost	Registered	VA 749-404	11/08/95	US
ibbles Chick Bendable	Registered	VA 585-187	08/10/93	US
eckles Bunny Bendable Toy	Registered	VA 585-188	08/10/93	US
y Dinosaur Packaging	Registered	VA 608-988	08/31/93	US
ree Dimensional Sculpture Representative of a Lion	Registered	VA 624-066	02/03/94	US
ree Dimensional Lion Sculpture	Registered	VA 630-461	12/29/93	US
ree Dimensional Elephant Sculpture	Registered	VA 630-463	12/29/93	US
ree Dimensional Sculpture of a Juvenile Reindeer	Registered	VA 632-553	03/25/94	US
ree Dimensional Sculpture Representative of a Juvenile Bear with oll	Registered	VA 632-554	03/25/94	US
ree Dimensional Sculpture of a Juvenile with Candy Cane	Registered	VA 632-555	03/25/94	US
oney Fun Center	Registered	VA 706-508	03/17/95	US
oney Push-A-Long Boat	Registered	VA 725-289	02/28/95	US
vo Dimensional Drawing of Mother Giraffe and Baby Giraffe	Registered	VA 635-001	11/26/93	US
vo Dimensional Drawing of Mother Tiger and Baby Tiger	Registered	VA 635-002	11/26/93	US
vo Dimensional Drawing of Mother Parrot and Baby Parrot	Registered	VA 635-003	11/26/93	US
ber Raybots	Registered	SR 190-991	02/17/93	US
ber Raybots	Registered	SR 189-695	04/04/94	US
Dimensional Drawing of Mother Lion an Baby Lion	Registered	VA 635-004	11/26/93	US
D Representative of a Mouse Holding a Book	Registered	VA 559-390	03/16/93	US
D Sculpture	Registered	VA 559-397	03/16/93	US
ini Jeannie Playset - Jeannie & Her Bottle	Registered	VA 749-403	11/08/95	US
ini Jeannie Playset - Jeannie in Baghdad	Registered	VA 749-402	11/08/95	US
95 Christmas Fiber Optic Light Covers	Pending			US
ree Dimensional Sculpture of a Santa Clause	Registered	VA 632-556	03/25/94	US
ree Dimensional Sculpture of a Reclining Juvenile Reindeer	Registered	VA 632-557	03/25/94	US

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Dimensional Drawing Representative of a Laughing Reindeer	Registered	VA 559-398	03/16/93	US
Dimensional Drawings of Lucky Pony and Lucky Colt	Registered	VA 634-993	11/26/93	US
Dimensional Drawings of Heart Pony and Heart Colt	Registered	VA 634-994	11/26/93	US
Dimensional Drawing of Mother Dolphin and Baby Dolphin	Registered	VA 634-995	11/26/93	US
Dimensional Drawing of Mother Seal and Baby Seal	Registered	VA 634-996	11/26/93	US
Dimensional Drawing of Mother Whale and Baby Whale	Registered	VA 634-997	11/26/93	US
Dimensional Drawing of Mother Turtle and Baby Turtle	Registered	VA 634-998	11/26/93	US
Dimensional Drawing of Mother Zebra and Baby Zebra	Registered	VA 634-999	11/26/93	US
Dimensional Drawing of Mother Elephant and Baby Elephant	Registered	VA 635-000	11/26/93	US
Red Fabric Body Representative of a Snowman Holding a Shovel	Registered	VA 550-887	02/22/93	US
Red Dimensional Soft Sculpture Representative of a Santa Face	Registered	VA 550-888	02/22/93	US
Red Dimensional Soft Sculpture Representative of a Labrador	Registered	VA 554-726	04/02/93	US
Red Dimensional Soft Sculpture Representative of a Santa in a Red Suit	Registered	VA 556-355	03/08/93	US
Red Dimensional Drawing Representative of a Santa with a Bag of Toys	Registered	VA 559-386	03/16/93	US
Red Fabric Body Representative of a White Bear Holding a Drum	Registered	VA 550-884	02/22/93	US
Red Fabric Body Representative of a Penguin with Hat and Scarf	Registered	VA 550-885	02/22/93	US
Red Fabric Body Representative of a Polar Bear	Registered	VA 544-041	11/24/92	US
Red Fabric Body Representative of a Snowman	Registered	VA 544-046	11/24/92	US
Red Fabric Body Representative of a Santa's Reindeer	Registered	VA 544-047	11/24/92	US
Red Fabric Body Representative of a Bear with a Drum in a Red Suit	Registered	VA 550-879	02/22/93	US
Red Fabric Body Representative of a Santa in a Workshop Suit with Hat	Registered	VA 550-882	02/22/93	US
Red Rubber Raybots	Registered	SR 189-694	04/04/94	US
Red Plush Toy of Show Realistic Galloping Horse	Registered	VA 725-296	02/28/95	US
Red Plush Toy of a Lion	Registered	VA 715-317	09/06/95	US
Red Plush Toy of a Castle Under The Sea	Registered	VA 712-157	02/06/95	US
Red Christmas Plush Mice Band	Registered	VA 722-739	06/08/95	US
Red Christmas Fiber Optic Light Covers - tight bundle	Pending			US
Red Dimensional Drawing Representative of a Dalmation Dog	Registered	VA 559-399	03/16/93	US
Red Dimensional Soft Sculpture Representative of a Laughing Reindeer	Registered	VA 559-400	03/16/93	US
Red Dimensional Sculpture Representative of a Labrador Dog (this is probably the correct one)	Registered	VA 560-978	04/26/93	US
Red Plush Toy of a Realistic Looking Representative of a Apatosaurus	Registered	VA 560-979	04/26/93	US
Red Plush Toy of a Realistic Looking Replica of a Stegosaurus	Registered	VA 560-980	04/26/93	US
Red Plush Toy of a Push-A-Long Plane	Registered	VA 725-287	02/28/95	US
Red Dimensional Sculpture of A Snowman	Registered	VA 632-558	03/25/94	US
Red Dimensional Sculpture Representative of A Juvenile Lion Cub	Registered	VA 632-559	03/25/94	US
Red Dimensional Sculpture Representative of A Baboon	Registered	VA 632-560	03/25/94	US

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Title	Status	Registration Number	Registration Date	Country
Two Dimensional Drawing of Mother Monkey and Baby Monkey	Registered	VA 634-989	11/26/93	US
Two Dimensional Drawings of Mother Hyena and Baby Hyena	Registered	VA 634-990	11/26/93	US
Two Dimensional Drawings of Spot Pony and Spot Colt	Registered	VA 634-991	11/26/93	US
Full Light-Up Totem Pole	Registered	VA 685-608	02/01/95	US
95 Halloween Haunted Tree Totem Pole	Registered	VA 706-509	03/17/95	US
95 Halloween Realistic Happy Pumpkin	Registered	VA 708-333	05/10/95	US
Wiffin Door Knocker	Registered	VA 685-611	02/01/95	US
Lybean Rabbit	Registered	VA 646-539	02/28/95	US
Fantasy Horse	Registered	VA 699-593	04/18/95	US
Peppyland Dreamer Teddy Bear	Registered	VA 699-592	04/18/95	US
Cret Charm Castle in the Clouds	Registered	VA 646-534	02/06/95	US
Pumpkin Light-Up Totem Pole	Registered	VA 685-609	02/01/95	US
Candelabra	Registered	VA 685-607	02/01/95	US
Buffalo Blabber Pal	Registered	VA 692-833	12/07/94	US
Stuffed Fabric Body Representative of A Santa With A Santa Bag of Toys	Registered	VA 550-886	02/22/93	US
Ang Force Fighters Apache Chopper	Registered	VAu 263-304	08/30/93	US
Ang Force Fighters F-14 Tomcat	Registered	VAu 263-307	08/30/93	US
96 Halloween Realistic Scary Pumpkin	Registered	VA 708-334	05/10/95	US
Cret Charm Tea Party Castle	Registered	VA 646-533	02/06/95	US
96 Easter Tickle Bunny	Registered	VA 795-212	06/18/96	US
96 Easter Funny Ears Bunny	Registered	VA 795-211	06/18/96	US
97 Easter Totem - Style #1	Registered	VA 795-210	06/18/96	US
97 Easter Plank - Chick	Registered	VA 795-209	06/18/96	US
Honey Musical Guitars	Registered	VA 708-332	05/10/95	US
Castle Dragon with Gem Carriage	Registered	VA 733-903	08/18/95	US
95 Halloween Strobie Goblin with Pumpkin Head	Registered	VA 724-129	06/12/95	US
Wiggles The Baby Bunny Slide Puzzle	Registered	VA 725-293	02/28/95	US
Watters Wind Up Egg	Registered	VA 725-291	02/28/95	US
Watters the Bunny Slide Puzzle	Registered	VA 725-292	02/28/95	US
Woolfy White Rabbit	Registered	VA 725-295	02/28/95	US
2" Skinny Bunny	Registered	VA 725-294	02/28/95	US
Wakin Shetland Pony	Registered	VA 725-286	02/28/95	US
Waby Bunny Figure	Pending			US
Wribbles the Chick Slide Puzzle	Registered	VA 646-538	02/28/95	US
Wannie Locket	Registered	VA 749-409	11/08/95	US
996 Christmas Plush - Boy Bear	Registered	VA 772-304	04/22/96	US
996 Christmas Plush - Snowman	Registered	VA 772-303	04/22/96	US
996 Christmas Plush - Santa Claus	Registered	VA 772-302	04/22/96	US
996 Christmas Plush - Mouse	Registered	VA 772-301	04/22/96	US
996 Christmas Plush - Girl Bear	Registered	VA 772-300	04/22/96	US
996 Christmas Plush Shaggy Dog	Registered	VA 772-299		US
996 Christmas Plush - Reindeer	Registered	VA 772-298	04/22/96	US
996 Christmas Carousel Clock	Registered	VA 772-297	04/22/96	US
996 Christmas Santa Candelabra	Registered	VA 772-294	04/22/96	US
996 Christmas Santa in Bubble Tub	Registered	VA 772-296	04/22/96	US
996 Christmas 3-Tier Candelabra	Registered	VA 772-295	04/22/96	US
Small Realistic Pumpkin (Three Dimensional)	Registered	VA 775-025	03/12/96	US
Large Realistic Pumpkin (Three Dimensional)	Registered	VA 775-024	03/07/96	US

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Title	Status	Registration Number	Registration Date	Country
Money Pen	Registered	VA 708-330	05/10/95	US
Money Musical Saxophone	Registered	VA 708-331	05/10/95	US
Puffed Fabric Body Representative of Santa Claus	Registered	VA 544-049	11/24/92	US
Three Dimensional Soft Sculpture Representative of a Shaggy Dog	Registered	VA 548-545	02/23/93	US
Three Dimensional Sculpture of a Scrooge Bust on a Door Knocker Base	Registered	VA 548-547	02/23/93	US
Superhermetic Claw	Registered	SR 191-684	02/17/93	US
Articulated Pokey Figure With Sound	Registered	VA 742-448	08/25/95	US
95 Christmas Plush Reindeer Band	Registered	VA 722-761	06/08/95	US
96 Christmas Plush Band	Registered	VA 772-306	04/22/96	US
96 Christmas CDS Nutcracker Drumming Soldier	Registered	VA 772-305	04/22/96	US
Paradise Castle Pegasus Flyer	Registered	VA 742-447	08/25/95	US
Paradise Castle Unicorn with Cloud Carriage	Registered	VA 740-157	08/18/95	US
95 Christmas 10" Silver Metallic Plush Santa Claus	Registered	VA 758-479	12/13/95	US
95 Halloween Pull Rope Chime	Registered	VA 759-432	12/28/95	US
96 Christmas Santa Claus Plank	Registered	VA 772-307	04/22/96	US
Paradise Castle of Beauty	Registered	VA 784-268	03/03/96	US
Paradise Castle of Jewels	Registered	VA 784-269	03/07/96	US
Humby Bump N Go Car	Registered	VA 787-337	04/02/96	US
Humby First Chevy Soft Walking Vehicles - Sedan	Registered	VA 782-184	04/02/96	US
Humby First Chevy Soft Walking Vehicles - Corvette	Registered	VA 782-185	04/02/96	US
Humby First Chevy Soft Walking Vehicles - Truck	Registered	VA 782-253	04/02/96	US
Humby First Chevy Soft Walking Vehicles - Nomad	Registered	VA 782-243	04/02/96	US
Humby Bank	Registered	VA 749-405	11/08/95	US
95 Christmas 10" Silver Metallic Plush Reindeer	Registered	VA 758-481	12/13/95	US
95 Christmas 10" Silver Metallic Plush Bear	Registered	VA 758-480	12/13/95	US
Humby Duck Figure	Pending			US
Humby Unicorn	Pending			US
95 Christmas Dancing Santa Claus	Registered	VA 758-482	12/13/95	US
97 - Easter Big Feet Bean Bag - Duck	Registered	VA 791-600	06/28/96	US
96 Halloween 20" Realistic Pumpkin	Registered	VA 791-606	06/28/96	US
97 Easter Big Feet Bean Bag - Bunny	Registered	VA 791-607	06/28/96	US
97 Easter Wind Up - Ferris Wheel	Registered	VA 791-608	06/28/96	US
97 Easter Carnival Wind Up - Swing	Registered	VA 791-609	06/28/96	US
97 Easter Bunny Shaggy Velour Bunny	Registered	VA 791-610	06/28/96	US
97 Easter Flower Bean Bag - Bunny	Registered	VA 791-612	06/28/96	US
96 Christmas 24" Totem - Goofy Santa Claus	Registered	VA 791-611	06/28/96	US
96 Christmas Planks - Snowman	Registered	VA 791-613	06/28/96	US
96 Christmas Mainstreet	Registered	VA 791-614	06/28/96	US
97 Easter Flower Bean Bag - Lamb	Registered	VA 791-615	06/28/96	US
97 Easter Shaggy Bean Bag Bunny	Registered	VA 791-616	06/28/96	US
97 Easter Bubble Baton - Scribbles	Registered	VA 791-602	06/28/96	US
97 Easter Wobbler - Spatters	Registered	VA 791-601	06/28/96	US
97 Easter Pullback - Spatters	Registered	VA 791-605	06/28/96	US
97 Easter Bubble Baton - Spatters	Registered	VA 791-604	06/28/96	US
97 Easter Big Feet Bean Bag - Chick	Registered	VA 791-603	06/28/96	US
97 I Dream Of Jeannie Bottle Of Bubbles	Registered	VA 816-163	10/09/96	US
97 Annie Magic Wish Bottle	Registered	VA 816-162	10/09/96	US
Paradise Castle Salon Assortment - Vanity	Registered	VA 744-680	02/08/96	US

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e	Status	Registration Number	Registration Date	Country
castle Salon Assortment - Jewelry	Registered	VA 744-681	02/08/96	US
castle Salon Assortment - Costmetic	Registered	VA 744-682	02/08/96	US
mie Mini Playset - Jeannie at NASA/ARCTIC Playset	Registered	VA 744-679	02/08/96	US
castle Sea Horse with Sea Carriage	Registered	VA 740-158	08/18/95	US
eam of Jeannie Fashion Doll Package	Registered	VA 824-444	01/14/97	US
castle Sunshine Collection-Beach Castle	Registered	VA 824-512	01/14/97	US
castle Sunshine Collection Bubble Castle	Registered	VA 824-459	01/14/97	US
castle Sunshine Collection Garden Castle	Registered	VA 824-458	01/14/97	US
castle Kaliedoscope Lockets Beach Locket	Registered	VA 824-457	01/14/97	US
castle Kaliedoscope Lockets Bubble Locket	Registered	VA 824-456	01/14/97	US
castle Kaliedoscope Lockets Garden Locket	Registered	VA 824-455	01/14/97	US
castle Light Up Collection-Gemstone Castle	Registered	VA 824-453	01/14/97	US
castle Light Up Collection-Seashell Castle	Registered	VA 824-452	01/14/97	US
eratops	Registered	VA 824-451	01/14/97	US
hyephalosaurus	Registered	VA 824-450	01/14/97	US
etrodon	Registered	VA 824-449	01/14/97	US
ociraptors	Registered	VA 824-445	01/14/97	US
annosaurus Rex	Registered	VA 824-446	01/14/97	US
ranodon	Registered	VA 824-447	01/14/97	US
gosaurus	Registered	VA 824-448	01/14/97	US
Light Up Pumpkin	Registered	VA 824-454	01/14/97	US
7-Easter Totem-Style #2	Registered	VA 813-377	01/30/97	US
ndon Light Up Doll Stand	Registered	VA 842-395	02/05/97	US
w York Light Up Doll Stand	Registered	VA 842-418	02/05/97	US
is Light Up Doll Stand	Registered	VA 842-419	02/05/97	US
7 Christmas Jack in the Box Assortment - Bear	Registered	VA 837-593	02/24/97	US
7 Christmas Jack in the Box Assortment - Bear	Registered	VA 801-033	02/24/97	US
7 Christmas Acrylic Skating Bear	Registered	VA 837-591	01/26/01	US
7 Christmas Bean Bag Santa (STATIC)	Registered	VA 837-590	02/18/97	US
7 Christmas Bean Bag Snowman (STATIC)	Registered	VA 837-597	02/18/97	US
7 Christmas Acrylic Snowman with Light and Broom	Registered	VA 837-589	02/18/97	US
7 Christmas Acrylic Snowman On Sled	Registered	VA 837-598	02/18/97	US
ne Planet - Biowolf	Registered	VA 837-599	02/18/97	US
: Planet - Kryos	Registered	VA 837-592	02/18/97	US
ck Planet - Krag	Registered	VA 837-600	02/18/97	US
kylosaurus	Registered	VA 837-596	02/18/97	US
97 Christmas Acrylic Snowman With Tree	Registered	VA 837-595	02/18/97	US
97 Christmas Acrylic Bear With Fishing Pole	Registered	VA 837-588	02/18/97	US
97 Christmas Acrylic Yarn Bear	Registered	VA 837-594	02/18/97	US
ree Dimensional Sculpture Representative of a Pumpkin on a oor Knocker Base	Registered	VA 550-881	02/22/93	US
ree Dimensional Sculpture Representative of a Gargoyle on a oor Knocker Base	Registered	VA 548-739	02/23/93	US
itch Halloween Door Knocker	Registered	VA 650-060	04/25/94	US
mpkin Halloween Door Knocker	Registered	VA 650-059	04/25/94	US
rgoyle Halloween Door Knocker	Registered	VA 650-062	04/25/94	US
rge Realistic Pumpkin	Registered	VA 629-389	11/29/93	US
mall Realistic Pumpkin	Registered	VA 629-390	11/29/93	US
o Dimensional Drawing Representative of a Pumpkin	Registered	VA 559-389	03/16/93	US
ree Dimensional Soft Sculpture Representative of a Pumpkin	Registered	VA 556-351	03/08/93	US

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	Status	Registration Number	Registration Date	Country
Fabric Body Representative of a Pumpkin	Registered	VA 550-880	02/22/93	US
o Ghost Halloween Creepy Puppet Face	Registered	VA 650-069	04/25/94	US
nie Witch Halloween Creepy Puppet Face	Registered	VA 650-051	04/25/94	US
cs Skeleton Halloween Creepy Puppet Face	Registered	VA 650-049	04/25/94	US
dy Pumpkin Halloween Creepy Puppet Face	Registered	VA 650-043	04/25/94	US
oween Block Stamp Set Design	Registered	VA 650-098	06/30/94	US
nie Witch Halloween Bendy Pencil Topper	Registered	VA 650-078	04/25/94	US
cs Skeleton Halloween Bendy Pencil Topper	Registered	VA 650-052	04/25/94	US
dy Pumpkin Halloween Bendy Pencil Topper	Registered	VA 650-086	04/25/94	US
nie Witch Halloween Bendable Necklace	Registered	VA 650-056	04/25/94	US
cs Skeleton Halloween Bendable Necklace	Registered	VA 650-057	04/25/94	US
dy Pumpkin Halloween Bendable Necklace	Registered	VA 650-058	04/25/94	US
cs Skeleton Bendable Halloween Lapel Pin	Registered	VA 650-066	04/25/94	US
nie Witch Bendable Halloween Lapel Pin	Registered	VA 650-083	04/25/94	US
dy Pumpkin Bendable Halloween Lapel Pin	Registered	VA 650-042	04/25/94	US
dy the Pumpkin Halloween Beaded Necklace	Registered	VA 650-075	04/25/94	US
nie Witch Halloween Beaded Necklace	Registered	VA 650-080	04/25/94	US
ee Dimensional Sculpture Representative of a Pirate Skull	Registered	VA 548-737	02/23/93	US
ee Dimensional Soft Sculpture Representative of a Dracula Faced	Registered	VA 556-352	03/08/93	US
ee Dimensional Soft Sculpture Representative of a Witch	Registered	VA 556-353	03/08/93	US
ee Dimensional Soft Sculpture Representative of a Pumpkin ed Doll	Registered	VA 556-356	03/08/93	US
dy Pumpkin Halloween Slide Puzzle Design	Registered	VA 650-071	04/25/94	US
nie Witch Halloween Slide Puzzle Design	Registered	VA 650-055	04/25/94	US
ks Skeleton Halloween Slide Puzzle Design	Registered	VA 650-053	04/25/94	US
loween Roller Stamp	Registered	VA 650-084	04/25/94	US
p the Ghost Halloween Ring	Registered	VA 650-061	04/25/94	US
ks Skeleton Halloween Ring	Registered	VA 650-088	04/25/94	US
nie Witch Halloween Ring	Registered	VA 650-064	04/25/94	US
dy Pumpkin Halloween Ring	Registered	VA 650-047	04/25/94	US
nie Witch Halloween Soft Toy	Registered	VA 650-072	04/25/94	US
dy Pumpkin Halloween Soft Toy	Registered	VA 650-076	04/25/94	US
ks Skeleton Halloween Soft Toy	Registered	VA 650-089	04/25/94	US
ks Skeleton Halloween Fun Straw	Registered	VA 650-068	04/25/94	US
nie Witch Halloween Fun Straw	Registered	VA 650-082	04/25/94	US
ddy Pumpkin Halloween Fun Straw	Registered	VA 650-046	04/25/94	US
ks Skeleton Halloween Jump Up	Registered	VA 650-077	04/25/94	US
ddy Pumpkin Halloween Jump Up	Registered	VA 650-087	04/25/94	US
nie Witch Halloween Jump Up	Registered	VA 650-074	04/25/94	US
nie Witch Halloween Spooky Sounds Stick	Registered	VA 650-073	04/25/94	US
ddy Pumpkin Halloween Spooky Sounds Stick	Registered	VA 650-085	04/25/94	US
cks Skeleton Halloween Strobie Spooky Streamer	Registered	VA 650-065	04/25/94	US
ddy Pumpkin Halloween Strobie Spooky Streamer	Registered	VA 650-048	04/25/94	US
nie Witch Halloween Strobie Spooky Streamer	Registered	VA 650-067	04/25/94	US
loween Spooky Tunes	Registered	VA 650-054	04/25/94	US
loween Ghost Face	Registered	VA 529-917	10/26/92	US
loween Bat Face With Stuffed Wings Made Of Cloth	Registered	VA 529-916	10/26/92	US
loween Spider With Stuffed Wings Made Of Cloth	Registered	VA 548-515	02/23/93	US
loween Jumping Spider	Registered	VA 650-070	04/25/94	US

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Item	Status	Registration Number	Registration Date	Country
loween Tree	Registered	VA 650-081	04/25/94	US
loween Tree With Wire Branches And Detachable Ornaments	Registered	VA 529-913	10/26/92	US
anie Witch Halloween Walker/Wind Up	Registered	VA 650-063	04/25/94	US
ldy Pumpkin Halloween Walker/Wind Up	Registered	VA 650-045	04/25/94	US
ee Dimensional Sculpture Representative Of A Pumpkin	Registered	VA 548-548	02/23/93	US
ee Dimensional Sculpture Representative Of A Skull	Registered	VA 548-741	02/23/93	US
ee Dimensional Sculpture Representative Of A Witch	Registered	VA 548-738	02/23/93	US
ks Skeleton Halloween Bendable	Registered	VA 650-050	04/25/94	US
anie Witch Halloween Bendable	Registered	VA 650-079	04/25/94	US
ldy Pumpkin Halloween Bendable	Registered	VA 650-044	04/25/94	US
ks the Skeleton of the Booo Bunch	Registered	VA 594-471	08/23/93	US
nie the Witch of the Booo Bunch	Registered	VA 594-473	08/23/93	US
sp the Ghost of the Booo Bunch	Registered	VA 594-474	08/23/93	US
ldy the Pumpkin of the Booo Bunch	Registered	VA 594-472	08/23/93	US
imensional Toy Representative of a Toy Clock Alarm	Registered	VA 633-351	03/09/94	US
eckles Bunny on Moveable Swing Drinkable Straw	Registered	VA 585-172	08/10/93	US
ribbles Chick on Moveable Swing Drinkable Straw	Registered	VA 585-184	08/10/93	US
atters Bunny on Moveable Swing Drinkable Straw	Registered	VA 585-180	08/10/93	US
attered Kaleidoscope Egg	Registered	VA 604-787	08/23/93	US
ribbles Chick Jump-Up	Registered	VA 585-179	08/10/93	US
eckles Bunny Jump-Up	Registered	VA 594-470	08/23/93	US
atters Bunny Jump-Up	Registered	VA 585-185	08/10/93	US
ribbles Chick Wand	Registered	VA 585-183	08/10/93	US
atters Bunny Wand	Registered	VA 594-475	08/23/93	US
atters Bunny Wind-Up Toy	Registered	VA 585-181	08/10/93	US
eckles Bunny Wind-Up Toy	Registered	VA 585-182	08/10/93	US
ribbles Chick Wind-Up Toy	Registered	VA 585-186	08/10/93	US
Dimensional Artwork Representative of Duck	Registered	VA 626-416	03/09/94	US
Dimensional Artwork Representative of Bunny	Registered	VA 626-415	03/09/94	US
ree Dimensional Sculpture Representative of A Chick Inside Of Egg	Registered	VA 548-743	02/23/93	US
lon Stuffed Girl Bunny Rabbit Holding A Soft Nylon Stuffed Paint Brush, Called "Speckles"	Registered	VA 585-177	08/10/93	US
lon Stuffed Boy Bunny Rabbit Holding A Soft Nylon Stuffed Paint Brush, Called "Spatters"	Registered	VA 585-175	08/10/93	US
vo Dimensional Drawing Representative Of A Chick	Registered	VA 559-396	03/16/93	US
vo Dimensional Drawing Representative Of A Girl Bunny	Registered	VA 559-391	03/16/93	US
lon Stuffed Chick Holding A Soft Nylon Stuffed Paint Brush, Called "Scribbles"	Registered	VA 585-174	08/10/93	US
shion Style Turret Box Top	Registered	VA 842-384	02/25/97	US
97 Christmas Snow Bear Boy with Green Outfit	Registered	VA 842-383	02/25/97	US
per Space Gun (Heart)	Registered	VA 842-386	02/25/97	US
shion Doll Turret Box Top	Registered	VA 842-385	02/25/97	US
IK Cycle	Registered	VA 842-221	02/24/97	US
97 Christmas Snow Bear Girl with Green Dress	Registered	VA 801-027	02/24/97	US
97 Christmas Snow Bear Girl with Maroon Dress	Registered	VA 842-222	02/24/97	US
97 Christmas Snow Bear Girl in Blue Dress with White Bib	Registered	VA 842-216	02/24/97	US
97 Christmas Snow Bear Boy with Maroon Outfit	Registered	VA 842-217	02/24/97	US
97 Christmas - Ice Skating Acrylic Yarn Bear	Registered	VA 842-218	02/24/97	US

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Item	Status	Registration Number	Registration Date	Country
7 Christmas Ice Angel	Registered	VA 842-219	02/24/97	US
7 Christmas Snow Angel	Registered	VA 842-220	02/24/97	US
7 Christmas Fabric Mache Angel	Registered	VA 801-032	02/24/97	US
er Space Gun (Eyeball)	Registered	VA 801-029	02/24/97	US
er Space Gun (Brain)	Registered	VA 801-030	02/24/97	US
atters Bunny Glitter 6" Baton	Registered	VA 585-170	08/10/93	US
ibbles Chick 6" Glitter Baton	Registered	VA 585-171	08/10/93	US
ee Dimensional Soft Sculpture Representative of a Bunny with ton Nose, Vest, Striped Pants and Bow Tie	Registered	VA 560-976	04/26/93	US
ee Dimensional Soft Sculpture Representative of a Bunny with a Carrot, and Bow Tie	Registered	VA 560-975	04/26/93	US
ee Dimensional Soft Sculpture Representative of a Bunny with ckles, Teeth and Bow Tie (same as VA 560-968)	Registered	VA 560-968	04/26/93	US
ee Dimensional Soft Sculpture Representative of a Chick in a cket	Registered	VA 560-967	04/26/93	US
ee Dimensional Soft Sculpture Representative of a Bunny with a ss, Bow Tie, and a Hair Bow	Registered	VA 560-974	04/26/93	US
ndmasters 1996 Product Line	Registered	VA 775-975	09/16/96	US
'ATTERS"	Registered	VA 573-698	06/18/97	US
chanical Motion Christmas Ornament - Bear and Mailbox	Registered	VA 684-227	08/08/94	US
chanical Motion Christmas Ornament - Skating Mice	Registered	VA 684-228	08/08/94	US
chanical Christmas Ornament - Bear and Firplace	Registered	VA 684-229	08/08/94	US
chanical Motion Christmas Ornament - Girl & Mirror	Registered	VA 684-238	08/08/94	US
chanical Motion Christmas Ornament - Santa & Christmas Tree	Registered	VA 684-230	08/08/94	US
ristmas Fun Straw - Reindeer	Registered	VA 684-239	08/08/94	US
ristmas Fun Straw - Bear	Registered	VA 684-240	08/08/94	US
ristmas Jump Up - Bear	Registered	VA 684-232	08/08/94	US
ristmas Jump Up - Santa	Registered	VA 684-231	08/08/94	US
ristmas Jump Up - Skater Girl	Registered	VA 684-233	08/08/94	US
ristmas Glitter Baton - Santa	Registered	VA 684-236	08/08/94	US
ditional Mechanical Toy Soldier	Registered	VA 684-234	08/08/94	US
ditional Santa Head	Registered	VA 684-220	08/08/94	US
isical Christmas Ornament - Santa	Registered	VA 684-221	08/08/94	US
isical Christmas Ornament - Penguin	Registered	VA 684-224	08/08/94	US
isical Christmas Ornament - Reindeer	Registered	VA 684-226	08/08/94	US
isical Christmas Ornament - Elf	Registered	VA 684-222	08/08/94	US
isical Christmas Ornament - Snowman	Registered	VA 684-223	08/08/94	US
isical Christmas Ornament - Mouse	Registered	VA 684-225	08/08/94	US
ristmas Fun Straw - Santa	Registered	VA 684-237	08/08/94	US
ristmas Glitter Baton - Reindeer	Registered	VA 684-235	08/08/94	US
rooge Door Knocker	Registered	SR 190-750	02/17/93	US
sh boy bunny rabbit with a soft rotationally molded face, called atters"	Registered	VA 585-176	08/10/93	US
sh girl bunny rabbit with a soft rotationally molded face, called eckles"	Registered	VA 585-178	08/10/93	US
sh chick with a soft rotationally molded face, called "Scribbles"	Registered	VA 585-173	08/10/93	US
sh Bounce Ball in the form of a Sculpted Cartoon - like Character (OUR WHEEL DRIVE CREATURE)	Registered	VA 564-934	05/14/93	US

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h Bounce Ball in the form of a Sculpted Cartoon - like Character (T MAN WITH STAND-UP HAIR)	Registered	VA 564-936	05/14/93	US
h Bounce Ball in the form of a Sculpted Cartoon - like Character (LD BOAR)	Registered	VA 564-929	05/14/93	US
h Bounce Ball in the form of a Sculpted Cartoon - like Character (T PIZZA MAN)	Registered	VA 564-935	05/14/93	US
h Bounce Ball in the form of a Sculpted Cartoon - like Character (OPPY BURGER-EATING SUMO WRESTLER)	Registered	VA 564-930	05/14/93	US
h Bounce Ball in the form of a Sculpted Cartoon - like Character (E-EYED MONSTER)	Registered	VA 564-933	05/14/93	US
h Bounce Ball in the form of a Sculpted Cartoon - like Character (WRESTLER WITH BOXING GLOVES)	Registered	VA 564-931	05/14/93	US
h Bounce Ball in the form of a Sculpted Cartoon - like Character (DOGER)	Registered	VA 564-932	05/14/93	US
E NURD (sculpture)	Registered	VA 522-818	12/28/89	US
ost Trap Gun	Registered	Vau 386-106	03/27/97	US
TO-1 Vehicle	Registered	VAu 386-101	03/27/97	US
ner Ghost Action Figure	Registered	VAu 386-116	03/27/97	US
uardo" Deluxe Action	Registered	VAu 386-102	03/27/97	US
uardo" Basic Action Figure	Registered	VAu 386-114	03/27/97	US
gon" Basic Action Figure	Registered	VAu 386-113	03/27/97	US
gon" Deluxe Action Figure	Registered	VAu 386-112	03/27/97	US
oland" Deluxe Action Figure	Registered	VAu 386-111	03/27/97	US
oland" Basic Action Figure	Registered	VAu 386-110	03/27/97	US
ylie" Deluxe Action Figure	Registered	Vau 386-108	03/27/97	US
am Hain" Action Figure	Registered	VAu 386-107	03/27/97	US
outh Ghost" Action Figure	Registered	VAu 386-100	03/27/97	US
asma Blaster Gun	Registered	VAu 386-103	03/27/97	US
ouse Ghost" Action Figure	Registered	VAu 386-115	03/27/97	US
ost Catching Backpack	Registered	Vau 386-104	03/27/97	US
ost Trap	Registered	Vau 386-105	03/27/97	US
Dimensional Sculpture representative of a kitten	Registered	VA 624-065	02/03/94	US
representative of a toy air gun that shoots arrows	Registered	VA 548-742	02/23/93	US
Dimensional Sculpture representative of a monkey	Registered	VA 632-561	03/25/94	US
ree dimensional soft sculpture representative of a white cat	Registered	VA 548-544	02/23/93	US
ree dimensional soft sculpture representative of a tabby cat	Registered	VA 548-546	02/23/93	US
ree dimensional soft sculpture representative of a striped cat	Registered	VA 548-543	02/23/93	US
y Laser Gun with aerodynamic and futuristic styling	Registered	VA 548-514	02/23/93	US
ree dimensional soft sculpture representative of a tyrannosaurus	Registered	VA 556-354	03/08/93	US
uffed Nylon Triceratops	Registered	VA 523-926	09/09/92	US
uffed Nylon Dragon	Registered	VA 524-166	09/09/92	US
uffed Nylon Brontosaurus	Registered	VA 524-167	09/09/92	US
oll Doll	Registered	VA 509-377	02/24/92	US
ree dimensional sculpture representative of a brontosaurus with ll hair	Registered	VA 560-971	04/26/93	US
ree dimensional sculpture representative of a unicorn with troll r	Registered	VA 560-970	04/26/93	US
ree dimensional sculpture representative of a triceratops with troll r	Registered	VA 560-972	04/26/93	US

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12				
12 dimensional sculpture representative of a kitty with troll hair	Registered	VA 560-973	04/26/93	US
12 dimensional sculpture representative of a teddy bear with troll	Registered	VA 560-977	04/26/93	US
launcher that propels helicopter-like flying devices	Registered	VA 548-736	02/23/93	US
12 dimensional Sculpture representative of a doll	Registered	VA 633-348	03/09/94	US
12 dimensional Sculpture representative of a pony	Registered	VA 633-347	03/09/94	US
Gun (X-1 Recoil Blaster)	Registered	VA 493-107	02/18/92	US
Gun	Registered	VA 507-273	02/07/92	US
Gun In The Form Of Simulated Robotic Arm/Hand	Registered	VA 505-337	02/18/92	US
erwater (PY7)	Pending			US
aby Super Pull Back	Pending			US
Gun (X-5 Gun)	Registered	VA 493-105	02/18/92	US
ombination Toy Claw And Gun In The Form Of A Simulated otic Arm/Hand	Registered	VA 500-805	04/09/92	US
roximate 7.5" Replica Of A Robotic Toy Figure	Registered	VA 645-800	06/13/94	US
roximate 4.5" Replica Of A Robotic Toy Figure	Registered	VA 648-501	06/13/94	US
roximate 2" replica of dinosaur	Registered	VA 635-897	01/31/94	US
12 dimensional toy representative of a toy airplane	Registered	VA 633-350	03/09/94	US
12 dimensional toy representative of a toy automobile	Registered	VA 633-349	03/09/94	US
12 dimensional toy representative of a toy train	Registered	VA 633-346	03/09/94	US
12 dimensional toy representative of a toy boat	Registered	VA 633-345	03/09/94	US
12 dimensional toy representative of a toy phone	Registered	VA 633-352	03/09/94	US
ee dimensional sculpture of a rabbit sitting in a basket	Registered	VA 560-965	04/26/93	US
ee dimensional sculpture of a chick sitting in a basket	Registered	VA 560-966	04/26/93	US
/ spring loaded airplane with futuristic styling	Registered	VA 548-740	02/23/93	US
"character representative of a commando that shoots a soft foam ssile	Registered	VA 603-198	10/05/93	US
"character representative of a commando that shoots a soft foam ssile	Registered	VA 603-197	10/05/93	US
"character representative of a commando that shoots a soft foam ssile	Registered	VA 603-199	10/05/93	US
"character representative of a robot that shoots a soft foam missile	Registered	VA 603-196	10/05/93	US
"character representative of a robot that shoots a soft foam missile	Registered	VA 603-194	10/05/93	US
"character representative of a robot that shoots a soft foam missile	Registered	VA 603-195	10/05/93	US
"character representative of a troll that shoots a soft foam missile	Registered	VA 603-190	10/05/93	US
"character representative of a troll that shoots a soft foam missile	Registered	VA 603-189	10/05/93	US
"character representative of a dinosaur that shoot a soft foam ssile	Registered	VA 603-202	10/05/93	US
"character representative of a dinosaur that shoots a soft foam ssile	Registered	VA 603-200	10/05/93	US
"character representative of a dinosaur that shoots a soft foam ssile	Registered	VA 603-201	10/05/93	US
ne Moon Alpha	Registered	VA 856-781	06/02/97	US
net Tek	Registered	VA 856-778	06/02/97	US

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le	Status	Registration Number	Registration Date	Country
ne Moon Omega	Registered	VA 856-782	06/02/97	US
ck Moon Omega	Registered	VA 856-780	06/02/97	US
ck Moon Alpha	Registered	VA 856-779	06/02/97	US
Moon Omega	Registered	VA 856-783	06/02/97	US
Moon Alpha	Registered	VA 856-784	06/02/97	US
net Fire	Registered	VA 863-475	06/24/97	US
ast Tank - Scorpizoid	Registered	VA 863-477	06/24/97	US
net Remora	Registered	VA 863-476	06/24/97	US
98 Easter Paper Mache Egg With Light Asst.	Pending			US
98 Easter Paper Mache Egg With Light Asst.	Pending			US
97 Tek Boomerang	Pending			US
98 Easter Scribbles Friends Asst. - Speckles	Registered	VA 869-679	09/10/97	US
98 Easter Scribbles Friends Asst.- Scribbles	Registered	VA 869-678	09/10/97	US
98 Easter 12" Acrlic Yarn Spatters Asst. With Light Scribbles th Purple Flowers	Registered	VA 869-687	09/10/97	US
98 Easter 18" Acrlic Yarn Victorian Bunny Asst. - Sitting Girl unny	Registered	VA 869-665	09/10/97	US
98 Easter Bubble Blowing Locket Asst. - Scribbles	Registered	VA 873-860	09/10/97	US
98 Easter 18" Acrylic Yarn Spatters Asst. - Scribbles	Registered	VA 869-685	09/10/97	US
98 Easter 12" Acrylic Yarn Spatters Asst. With Light - Scibbles ith Pink Flowers	Registered	VA 869-686	09/10/97	US
98 Easter 18" Acrylic Spatters Asst. - Spatters	Registered	VA 869-680	09/10/97	US
98 Easter 12" Angelic Fabric Mache Bunny	Registered	VA 869-681	09/10/97	US
98 Easter Acrylic Yarn Light Up Egg Asst.	Pending			US
98 Easter 18" Paper Mache Bunny Asst. - Standing Girl Bunny In rple Dress	Registered	VA 869-684	09/10/97	US
98 Easter 18" Paper Mache Bunny Asst. - Standing Girl Bunny In nk Dress	Registered	VA 869-683	09/10/97	US
98 Easter 18" Acrylic Yarn Victorian Bunny Asst. - Sitting Boy unny with Tuxedo	Registered	VA 869-682	09/10/97	US
98 Easter 18" Acrylic Yarn Victorian Bunny Asst. - Sitting Boy unny with Suit	Registered	VA 869-671	09/10/97	US
98 Easter 18" Acrylic Victorian Bunny Asst. - Standing Girl unny	Registered	VA 869-672	09/10/97	US
98 Easter Acrylic Yarn Door Wreath	Registered	VA 869-673	09/10/97	US
98 Easter Big Feet long Leg Bean Bag Asst. - Duckling	Registered	VA 869-674	09/10/97	US
97 Stamp Boutique	Registered	VA 875-344	10/03/97	US
97 Candles So Beautiful	Registered	VA 875-345	10/03/97	US
ast Planet	Registered	VA 875-343	10/03/97	US
98 Easter Big Feet Long Leg Bean Bag Asst. - Bunny	Registered	VA 869-675	09/10/97	US
98 Easter 18" Paper Mache Bunny Asst. - Standing Boy Bunny ith Egg	Registered	VA 869-676	09/10/97	US
98 Easter 18" Paper Mache Bunny Asst. - Standing Boy Bunny ith Flowers	Registered	VA 869-667	09/10/97	US
97 Easter Pullback Babies Asst. - Bear	Registered	VA 869-666	09/10/97	US
97 Mini Tek Fighter	Registered	VA 889-669	09/10/97	US
97 Tek Fighter	Registered	VA 869-670	09/10/97	US
97 Easter Pullback Babies Asst. - Bunny	Registered	VA 869-668	09/10/97	US
98 Valentine's Day Acrylic Yarn Heart With Light	Pending			US
98 Valentine's Day Tulip Candelabra With Plush Bear	Registered	VA 880-693	09/10/97	US

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3 Valentine's Day Tulip Candelabra With Plush Heart	Registered	VA 874-190	09/10/97	US
castle Wedding Cake Castle	Registered	VA 869-279	07/14/97	US
castle Cinderella Castle	Registered	VA 869-280	07/14/97	US
castle Jeweled Tea Castle	Registered	VA 869-281	07/14/97	US
castle Treasure Castle	Registered	VA 869-282	07/14/97	US
castle Ice Ballerina Castle	Registered	VA 869-283	07/14/97	US
castle Ponies Asst. - Light Up Collection	Registered	VA 869-284	07/14/97	US
castle Ponies Asst. - Neptune	Registered	VA 869-285	07/14/97	US
castle Ponies Asst. - Sunshine	Registered	VA 869-286	07/14/97	US
castle Transforming Horses Asst. - In The Clouds Horse	Registered	VA 869-287	07/14/97	US
castle Transforming Horses Asst. - Under The Sea Horse	Registered	VA 869-288	07/14/97	US
castle Ponies Asst. - Jewelry	Registered	VA 869-289	07/14/97	US
castle Transforming Horses Asst. - Feathered Horse	Registered	VA 869-290	07/14/97	US
7 Starcastle Coaches Asst. - Beach Coach	Registered	VA 869-291	07/14/97	US
7 Starcastle Coaches Asst. - Bubble Coach	Registered	VA 869-292	07/14/97	US
7 Starcastle Coaches Asst. - Garden Coach	Registered	VA 869-293	07/14/97	US
castle Kaleidoscope Locketts Asst. - By The Sea	Registered	VA 869-294	07/14/97	US
castle Kaleidoscope Locketts Asst. - In The Clouds	Pending			US
castle Pretty Park Carnival Collection - Ferris Wheel Castle	Registered	VA 869-296	07/14/97	US
castle Pretty Park Carnival Collection - Carousel Castle	Registered	VA 869-278	07/14/97	US
ty Park Carnival Collection	Pending			US
z Eyes	Pending			US
zz/Catz Food & Water Bowl	Pending			US
zz & Catz Brush	Pending			US
z Mouse	Registered	VA 717-940	07/15/97	US
castle Kaliedoscope Locketts Asst. - Under The Sea	Registered	VA 717-941	07/15/97	US
ter Light Up Egg	Registered	VA 872-324	07/15/97	US
ter Flower Bean Bag Asst. - Chick	Registered	VA 872-317	07/15/97	US
ter Spinners - Scribbles	Registered	VA 872-315	07/15/97	US
ter Pullbacks - Scribbles	Registered	VA 872-323	07/15/97	US
ter Pullbacks - Baby Bunny	Registered	VA 872-322	07/15/97	US
ter Spinners - Spatters	Registered	VA 872-321	07/15/97	US
ter Angel Bean Bag Asst. - Bunny	Registered	VA 872-316	07/15/97	US
ter Angel Bean Bag Asst. - Duck	Registered	VA 872-318	07/15/97	US
ter Angel Bean Bag Asst. - Lamb	Registered	VA 872-319	07/15/97	US
07 Sparkle Plush	Registered	VA 872-320	07/15/97	US
ter Shaggy Bunny	Registered	VA 872-314	07/15/97	US
ream of Jeannie Mini Playset - Fall 1997 - Episode #119 - achelor Party	Registered	VA 870-529	07/16/97	US
mbly Super Sneaky Disguise Kit Asst. - Elvis Gumby	Registered	VA 870-509	07/31/97	US
derella Starcastle	Pending			US
mbly Super Sneaky Disguise Kit Asst. - Artist Gumby	Registered	VA 870-510	07/31/97	US
mbly Super Sneaky Disguise Kit Asst. - Pirate Gumby	Registered	VA 870-514	07/31/97	US
mbly Action Figure Asst. - Western Pokey	Registered	VA 870-515	07/31/97	US
mbly Action Figure Asst. - Robot Gumby	Registered	VA 870-516	07/31/97	US
mbly Action Figure Asst. - Astronaut Pokey	Registered	VA 870-520	07/31/97	US
mbly Super Sneaky Disguise Kit Asst. - Cowboy Gumby	Registered	VA 870-511	07/31/97	US
mbly Action Figure Asst. - Clown Gumby	Pending			US
mbly Action Figure Asst. - Space Gumby	Registered	VA 870-519	07/31/97	US
mbly Action Figure Asst. - Silly Kid Gumby	Pending			US

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umby Action Figure Asst. - Cowboy Gumby	Registered	VA 870-517	07/31/97	US
umby Action Figure Asst. - GI Gumby	Registered	VA 870-518	07/31/97	US
eam Of Jeannie Mini Playset - Fall 1997 Episode #121 " See 1 In Cuba"	Registered	VA 870-527	07/16/97	US
nie Playset - Bottle C, Episode 37 "Fastest Gun In The East"	Registered	VA 870-524	07/16/97	US
nie Playset - Bottle B, Episode 63, Jeannie Or The Tiger	Registered	VA 870-522	07/16/97	US
nie Playset - Episode #45 Spring 1997 "Jeannie Breaks The lk"	Registered	VA 870-523	07/16/97	US
eam of Jeannie Mini Playset - Fall 1997 Solid Gold Jeannie ode #130	Registered	VA 870-528	07/16/97	US
umby Pullback Asst. - Mammoth	Registered	VA 870-533	07/16/97	US
umby Pullback Asst. - Spaceship	Registered	VA 870-531	07/16/97	US
umby Studios	Registered	VA 870-521	07/16/98	US
umby Pullback Asst. - Dinosaur	Registered	VA 870-532	07/16/97	US
First Construction Equipment Asst. - Crane	Registered	VA 870-536	07/16/97	US
First Construction Equipment Asst. - Dump Truck	Registered	VA 870-534	07/16/97	US
First Construction Equipment Asst. - Bull Dozer	Registered	VA 870-535	07/16/97	US
First Construction Equipment Asst. - Backhoe	Registered	VA 870-537	07/16/97	US
ck Gear Ring	Pending			US
ck Gear Copter Ball	Registered	VA 870-530	07/16/97	US
oton Disintegrater	Registered	VA 870-525	07/16/97	US
stem-X X-B Gamma Blaster	Registered	VA 870-526	07/16/97	US
n and Moon Starcastle Commercial Jingle	Registered	SRu 380-606	01/20/98	US
gzz Eyes	Pending			US
umby Super Sneaky Disguise Kit Asst. - Clown Gumby	Registered	VA 870-512	07/31/97	US
umby Super Sneaky Disguise Kit Asst. - Silly Kid Gumby	Registered	VA 870-513	07/31/97	US
arcastle Kaliedoscope Locketts Asst. - In the Clouds	Registered	VA 869-295	07/14/97	US
98 Easter Sleeper Dreamer Bean Bag Asst.	Registered	VA 869-677	09/10/97	US
MBO STICK	Abandoned			US
AP N' ROPE JUMP ROPE WITH SOUND	Pending			US
DOUBLE DUTCH JUMP ROPE WITH SOUND	Pending			US
ASTER BIG HEAD WHITE BABY CHICK BEAN BAG	Pending			US
ASTER BIG HEAD YELLOW BABY CHICK BEAN BAG	Pending			US
ASTER BIG HEAD BUNNY BEAN BAG	Registered	VA 923-803	07/21/98	US
ASTER 3.5" BIG BUNNY HEAD	Registered	VA 923-802	07/21/98	US
ELLOW AND BLUE 5.5" DREAM GARDEN PLUSH BUNNY ITH SOUND	Pending			US
UE AND PINK 5.5" DREAM GARDEN PLUSH BUNNY ITH SOUND	Pending			US
NK AND PURPLE 5.5" DREAM GARDEN PLUSH BUNNY ITH SOUND	Pending			US
ASTER 3.5" WHITE BABY CHICK HEAD	Pending			US
ASTER 3.5" YELLOW BABY CHICK HEAD	Pending			US
ARGE CHILLA CHILLA	Registered	VA 938-562	02/12/99	US
INI CHILLA CHILLA	Registered	VA 938-561	02/12/99	US
ck Gear Bat	Registered	VA 749-407	11/08/95	US
ATTERS I	Registered	VA 559-392	03/16/93	US
APPY	Registered	VA 919-360	10/05/98	US
OLIE BASIC ACTION FIGURE	Registered	VAu 386-109	03/27/97	US

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e	Status	Registration Number	Registration Date	Country
LY	Registered	VA 921-170	10/28/98	US
STY	Registered	VA 919-359	10/05/98	US
VIN' TUNEFULS - FUZZ TONES - ACAPPELLA STELLA	Registered	VAu 462-574	04/07/99	US
VIN' TUNEFULS - FUZZ TONES - PSYCHEDELIC EDBACK	Registered	VAu 462-573	04/07/99	US
VIN' TUNEFULS - FUZZ TONES - RIFF	Registered	VAu 462-572	04/07/99	US
VIN' TUNEFULS - FUZZ TONES - TWINKLE	Registered	VAu 462-571	04/07/99	US
LOW EASTER EGG - BUNNY WITH EGGS	Registered	VAu 447-712	06/21/99	US
LOW EASTER EGG - BUNNY WITH CARROT	Registered	VAu 447-992	06/21/99	US
LOW EASTER EGG - DUCK	Registered	VAu 447-990	06/21/99	US
BA PUMPKIN - NASTY	Registered	VA 919-359	10/05/98	US
STER PILLOW PALS - 14" x 17"	Registered	VAu 447-709	06/24/99	US
ECE BUNNY WITH EGG	Registered	VAu 447-710	06/24/99	US
ECE BUNNY WITH FLOWER	Registered	VAu 447-711	06/24/99	US
WATERMELON SWEETIE (TINY BABIES)	Registered	VAu 454-332	12/29/98	US
WOOD SWEETIE (TINY BABIES)	Registered	VAu 454-331	12/29/98	US
STUME SNOWMAN - TUX W/LIGHTS	Registered	VAu 467-995	04/14/99	US
STUME SNOWMAN - WESTERN	Registered	VAu 467-996	04/14/99	US
CA-COLA BRAND FREEZE STATION	Registered	VA 978-604	04/15/99	US
ACHES N' CREAM	Registered	VA 1-002-156	08/03/99	US
MON DROP GARDEN	Registered	VA 1-002-150	08/03/99	US
NGERINE GARDEN	Registered	VA 1-002-151	08/03/99	US
RAMEL APPLES	Registered	VA 1-002-153	08/03/99	US
EAM GARDEN NURSERY GIGGLE N' GROW	Registered	VA 1-002-154	08/03/99	US
EAM GARDEN PEANUT BUTTERCUP	Registered	VA 1-002-155	08/03/99	US
EAM GARDEN BLUEBERRY MUFFIN	Registered	VA 1-002-152	08/03/99	US
EEPING BEAUTY STARCASTLE	Registered	VA 989-105	07/16/99	US
ENTER WONDERLAND	Registered	VA 957-289	01/26/99	US
WATERMELON SWEETIE DREAM DROP	Registered	VA 959-480	02/17/99	US
AR PLANETS SUPER SHADOWRAIDERS - HEROIC TEK PERMOON	Registered	VA 959-240	01/21/99	US
AR PLANETS SUPER SHADOWRAIDERS - HEROIC FIRE PERMOON	Registered	VA 962-871	02/04/99	US
AR PLANETS SUPER SHADOWRAIDERS - EVIL REMORA PERMOON	Registered	VA 962-819	02/04/99	US
EAM GARDEN - TINY GIGGLE BABIES - WATERMELON EETIE	Registered	VA 709-695	05/06/99	US
ADDITIONAL SNOWGIRL	Registered	VAu 458-345	05/06/99	US
ADDITIONAL SNOWMAN	Registered	VAu 457-158	05/06/99	US
OW FAMILY - MOTHER WITH CHILD AT SIDE	Registered	VAu 467-998	04/14/99	US
OW FAMILY - FATHER WITH CHILD AT SIDE	Registered	VAu 455-949	04/14/99	US
ARY SKULL	Registered	VA 962-988	02/02/99	US
RINGTIME BUNNY WITH DRESS AND PURSE	Registered	VAu 448-005	06/21/99	US
VIN' TUNEFULS - SPACED OUTS- ZOINK	Registered	VAu 462-577	04/07/99	US
VIN' TUNEFULS - SPACED OUTS- WHUMPIE	Registered	VAu 462-580	04/07/99	US
VIN' TUNEFULS - SPACED OUTS - TWITTER	Registered	VAu 462-579	04/07/99	US
VIN' TUNEFULS - SPACED OUTS - OFF-BEAT	Registered	VAu 462-578	04/07/99	US
OWMAN TOTEM	Registered	VA 962-817	02/04/99	US
OW FAMILY - FATHER W/CHILD @ SHOULDER	Registered	VAu 467-992	04/14/99	US
OWMAN	Registered	VA 953-810	01/11/99	US

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e	Status	Registration Number	Registration Date	Country
OWKIDS W/SLED	Registered	VAu 467-999	04/14/99	US
OWKIDS W/LIST	Registered	VAu 455-950	04/14/99	US
OWKIDS WITHDOLL	Registered	VAu 457-159	05/06/99	US
STER DOOR WREATH	Registered	VAu 447-991	06/21/99	US
STER BUNNY CANDY HOLDER	Registered	VAu 447-705	06/24/99	US
STER BOY GOOSE	Registered	VAu 447-704	06/24/99	US
STER BOY BUNNY	Registered	VAu 447-703	06/24/99	US
INGTIME BUNNY	Registered	VAu 448-001	06/21/99	US
JMBERRY SWEETIE DREAM DROP	Registered	VA 959-481	02/17/99	US
VIN' TUNEFULS - PILLOWFIGHTERS - P.J.	Registered	VAu 446-808	05/07/99	US
VIN' TUNEFULS - PILLOWFIGHTERS - DREAMY	Registered	VAu 446-805	05/07/99	US
S. CLAUS	Registered	VA 962-815	02/04/99	US
.. CLAUS	Registered	VA 962-816	02/04/99	US
ORPHING SNOWMAN	Registered	VAu 450-164	03/11/99	US
ORPHING SANTA	Registered	VAu 450-163	03/11/99	US
NI SLEEPING BEAUTY STARCASTLE	Registered	VAu 444-678	02/02/99	US
NI CINDERELLA STARCASTLE	Registered	VAu 444-675	02/02/99	US
NI BEAUTY AND THE BEAST STARCASTLE	Registered	VAu 444-676	02/02/99	US
ARDI GRAS PUMPKIN - SCARY	Registered	VA 962-986	02/02/99	US
ARDI GRAS PUMPKIN - HAPPY	Registered	VA 962-987	02/02/99	US
VIN' TUNEFULS - CHEERLEADERS - SHIMMY	Registered	VAu 462-576	04/07/99	US
VIN' TUNEFULS - CHEERLEADERS - KOKOBOP	Registered	VAu 462-575	04/07/99	US
STER GIRL BUNNY	Registered	VAu 447-706	06/24/99	US
STER GREETERS	Registered	VAu 447-708	06/24/99	US
TEAM GARDEN - TINY GIGGLE BABIES - CATTAIL WEETIE	Registered	VA 709-694	05/06/99	US
NGERINE SWEETIE DREAM DROP	Registered	VA 959-478	02/17/99	US
TEAM GARDEN - TINY GIGGLE BABIES - TANGRERINE WEETIE	Registered	VA 709-696	05/06/99	US
TEAM GARDEN - TINY GIGGLE BABIES - PLUMBERRY WEETIE	Registered	VA 709-697	05/06/99	US
TEAM GARDEN - TINY GIGGLE BABIES - DOGWOOD WEETIE	Registered	VA 709-693	05/06/99	US
TEAM GARDEN - TINY GIGGLE BABIES - CHERRY WEETIE	Registered	VA 709-692	05/06/99	US
OCA-COLA HUGGING POLAR BEAR	Registered	VAu 455-956	04/13/99	US
OCA-COLA POLAR CREW - BACKPACK PENGUIN	Registered	VAu 455-955	04/13/99	US
OCA-COLA POLAR CREW - BOOMBEAR BEAR	Registered	VAu 455-952	04/13/99	US
OCA-COLA POLAR CREW - SEAL	Registered	VAu 455-954	04/13/99	US
OCA-COLA POLAR CREW - SKATING BEAR	Registered	VAu 455-951	04/13/99	US
OSTUME SNOWMAN - SANTA	Registered	VAu 467-997	04/14/99	US
TEAM GARDEN - TINY GIGGLE BABIES - RASPBERRY LLOPOP SWEETIE	Registered	VA 709-690	05/06/99	US
STER GROWING FLOWER - DUCK	Registered	VAu 447-993	06/21/99	US
TEAM GARDEN - TINY GIGGLE BABIES - PEPPERMINT WEETIE	Registered	VA 709-691	05/06/99	US
RISTMAS VICTORIAN CAROUSEL	Registered	VA 978-603	04/15/99	US
TTAIL SWEETIE DREAM DROP	Registered	VA 959-477	02/17/99	US
TEAM GARDEN - TINY GIGGLE BABIES - FUDGE SUNDAE WEETIE	Registered	VAu 507-190	11/22/00	US

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le	Status	Registration Number	Registration Date	Country
OPPY BUNNY 4" x 8"	Registered	VAu 447-713	06/24/99	US
RYLIC ANGEL	Registered	VA 962-818	02/04/99	US
NNY IN A BASKET	Registered	VAu 507-194	11/22/00	US
NNY W/FLOWERS - 8" & 12"	Registered	VAu 448-004	06/21/99	US
NNY DUCK	Registered	VAu 447-997	06/21/99	US
NNY W/EGG - 8" & 12"	Registered	VAu 447-989	06/21/99	US
AROLING WE GO	Registered	VAu 450-162	03/11/99	US
VIN' TUNEFULS - DOO WOPS - SHOOP SHOOP	Registered	VAu 446-804	05/07/99	US
VIN' TUNEFULS - DOO WOPS - GIG	Registered	VAu 446-806	05/07/99	US
EAM GARDEN ICE CREAM SKATER GARDEN	Registered	VAu 446-749	11/06/98	US
EAM GARDEN CATTAIL GARDEN	Registered	VAu 446-750	11/06/98	US
EAM GARDEN GINGERSNAP GYMNAST GARDEN	Registered	VAu 446-751	11/06/98	US
NNY DELIVERING EGGS W/CARROT	Registered	VAu 447-996	06/21/99	US
NNY DELIVERING EGGS W/MUSHROOM	Registered	VAu 447-995	06/21/99	US
NNY EASTER BASKET W/CARROT	Registered	VAu 448-007	06/21/99	US
NNY EASTER BASKET W/EGG	Registered	VAu 478-994	06/21/99	US
LLERINA BUNNY	Registered	VAu 448-009	06/21/99	US
GWOOD SWEETIE DREAM DROP	Registered	VA 959-479	02/17/99	US
VIN' TUNEFULS - DOO WOPS - BEBOP ALULA	Registered	VAu 446-810	05/07/99	US
VIN' TUNEFULS - DOO WOPS - COOL DADDY-O	Registered	VAu 446-807	05/07/99	US
CA-COLA POLAR CREW - SKING BEAR	Registered	VAu 455-953	04/13/99	US
EAM GARDEN WATERMELON GARDEN	Registered	VAu 391-319	11/09/98	US
EAM GARDEN DOGWOOD GARDEN	Registered	VAu 311-812	11/09/98	US
SCRATCH AND LIL' SCRATCH	Registered	VAu 493-511	03/22/00	US
Y LOCO	Registered	VAu 493-512	03/22/00	US
IVLUVS 2 MOTHER	Registered	VA 1-061-649	08/25/00	US
IVLUVS 2 BABIES	Registered	VA 1-061-648	08/25/00	US
INGTIME A # 31875	Abandoned			US
INGTIME B # 31876	Abandoned			US
VA	Abandoned			US
RELESS	Abandoned			US
AVE	Abandoned			US
RETCHTIME	Abandoned			US
YLE:P/C-WATCH CLIP #70056	Registered	VAu 500-932	10/04/00	US
YLE K-WATCH #70003	Registered	VAu 500-930	10/04/00	US
YLE J-WATCH #70002	Registered	VAu 500-931	10/04/00	US
WATCH #31756	Abandoned			US
DRM 750 (#32105)	Registered	VAu 502-663	10/31/00	US
DRM 600 (#32082)	Registered	VAu 502-659	10/31/00	US
HT STORM 1(#31997)	Registered	VAu 502-660	10/31/00	US
HT STORM 2 (#31998)	Registered	VAu 502-661	10/31/00	US
HT STORM 3 (#31999)	Registered	VAu 502-662	10/31/00	US
FTERFLY STARCASTLE	Registered	VAu 502-666	10/31/00	US
LIL DINO	Registered	VAu 508-974	12/19/00	US
DRM 2500 (#32084)	Registered	VAu 508-975	12/19/00	US
AMERA (#91062)	Pending			US
HTNING BUBBLES (#32086)	Registered	VAu 509-108	11/13/00	US
RGOYLE (#21819)	Registered	VAu 507-174	11/17/00	US
NSFORMING TOMBSTONE	Registered	VAu 518-601	11/17/00	US
OWING PINS (#21829)	Registered	VAu 513-763	12/22/00	US

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e	Status	Registration Number	Registration Date	Country
ITTER SANTA (#51761)	Registered	VAu 514-199	12/22/00	US
ITTER ELVES (#51762)	Registered	VAu 510-957	12/22/00	US
RYLIC SCARECROW HEAD (Hat w/Patches) (#21823)	Registered	VAu 429-044	01/26/01	US
RYLIC SCARECROW HEAD (w/Witch Hat) (#21836)	Registered	VAu 429-041	01/26/01	US
RYLIC SCARECROW HEAD (Hat w/Leaves) (#21836)	Registered	VAu 429-047	01/26/01	US
ITCH LUMINARY HEAD (#21841)	Registered	VAu 510-696	02/23/01	US
INNY APPLE BOT (#32099)	Registered	VAu 510-695	02/23/01	US
MINARY BAT (#21870)	Registered	VAu 510-697	02/23/01	US
ZARD LUMINARY (#21841)	Registered	VAu 510-698	02/23/01	US
CHINESE LANTERN-21859	Registered	VAu 506-295	03/14/01	US
CHINESE LANTERN-21859	Registered	VAu 506-296	03/14/01	US
CHON BROOM CHINESE LANTERN-21859	Registered	VAu 506-294	03/14/01	US
ELETON IN PUMPKIN LUMINARY-21850	Registered	VAu 506-292	03/14/01	US
ELETON HOLDING PUMPKIN-21849	Registered	VAu 506-290	03/14/01	US
ACRYLIC CORNUCOPIA - 21861	Registered	VAu 506-291	03/14/01	US
E-UP SCARECROW W/VEST-21833	Registered	VAu 506-293	03/14/01	US
OBAT CHINESE LANTERN-21859	Registered	VAu 506-301	03/14/01	US
DOOR HANGING LUMINARY PUMPKIN BAT-21842	Registered	VAu 506-297	03/14/01	US
DOOR HANGING LUMINARY SKELETON-21842	Registered	VAu 506-298	03/14/01	US
INNY THINK BOT-32131	Registered	VAu 506-299	03/14/01	US
ACRYLIC CORNUCOPIA-21862	Registered	VAu 506-300	03/14/01	US
CHED BACK CAT CHINESE LANTERN	Registered	VAu 512-225	03/05/01	US
L CHINESE LATERN	Registered	VAu 512-226	03/05/01	US
JOHNNY BOT (#91341)	Registered	VAu 512-101	04/05/01	US
TLE BOT (#32149)	Registered	VAu 1-079-999	04/05/01	US
JASH LUMINARY 2 TEETH PUMPKIN (#21847)	Registered	VAu 520-918	04/17/01	US
JASH LUMINARY 4 TEETH PUMPKIN (#21847)	Registered	VAu 520-916	04/17/01	US
JASH LUMINARY GRUMPY PUMPKIN (#21847)	Registered	VAu 520-917	04/17/01	US
EM NOSE PUMPKIN/3 TEETH (#21877)	Registered	VAu 506-710	04/17/01	US
EM NOSE PUMPKIN/MISSIN' TEETH (#21877)	Registered	VAu 506-709	05/17/01	US
EM NOSE PUMPKIN/4 TEETH (#21877)	Registered	VAu 506-708	04/17/01	US
RYLIC YARN LITE-UP PUMPKIN/SNEERING (#21837)	Registered	VAu 506-699	04/17/01	US
OWL LUMINARY (#21859)	Registered	VAu 506-700	04/17/01	US
RYLIC YARN LITE-UP PUMPKIN/SMILING (#21838)	Registered	VAu 506-701	04/17/01	US
SCARECROW ACRYLIC HEAD W/LEAVES (#21855)	Registered	VAu 506-702	04/17/01	US
MBSTONE LUMINARY/GHOST (#21857)	Registered	VAu 506-704	04/17/01	US
MBSTONE LUMINARY/CAT (#21857)	Registered	VAu 506-703	04/17/01	US
TACKING PUMPKIN TOTEM (#21860)	Registered	VAu 506-705	04/17/01	US
RICK OR TREAT PUMPKIN TOTEM (#21860)	Registered	VAu 506-706	04/17/01	US
CARECROW ACRYLIC HEAD W/BOW (#21855)	Registered	VAu 506-707	04/17/01	US
PUMPKIN LUMINARY (#21852A)	Registered	VAu 520-915	04/17/01	US
PUMPKIN LUMINARY (#21852B)	Registered	VAu 520-914	04/17/01	US
PUMPKIN LUMINARY (#21852C)	Registered	VAu 520-913	04/17/01	US
Easter-Big Foot Country Bunnies Asst.	Registered	VAu 468-399	08/19/99	US
ny With Carrot-8" & 12"	Registered	VAu 447-998	06/21/99	US
herry Sweetie	Registered	VAu 454-335	12/29/98	US
gerine Sweetie	Registered	VAu 454-334	12/29/98	US
CRYLIC YARN CHICK #16323	Registered	VAu 517-313	07/03/01	US
JIC EGG W/CHICK #16315	Registered	VAu 517-314	07/03/01	US
JIC EGG W/BOW TOP BUNNY #16315	Registered	VAu 517-312	07/03/01	US

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title	Status	Registration Number	Registration Date	Country
ACRYLIC YARN CHICK W/FLOWER CHOKER #16321	Registered	VAu 517-311	07/03/01	US
ACRYLIC YARN EGG W/BOW TOP BUNNY #16320	Registered	VAu 517-310	07/03/01	US
" ACRYLIC YARN BUNNY W/EGG #16319	Registered	VAu 517-309	07/03/01	US
" POM POM BIRD TREE #16310	Registered	VAu 517-308	07/03/01	US
ACRYLIC YARN EGG W/CHICK #16320	Registered	VAu 517-307	07/03/01	US
AGIC EGG W/FLOPPY EAR BUNNY #16315	Registered	VAu 517-306	07/03/01	US
" CRYSTAL FLOWERING TREE #16333	Registered	VAu 517-305	07/03/01	US
JNNY LIGHT STRAND #16318	Registered	VAu 517-304	07/03/01	US
ARROT LIGHT STRAND #16318	Registered	VAu 517-303	07/03/01	US
HICK LIGHT STRAND #16318	Registered	VAu 517-316	07/03/01	US
" NYLON FLOWER #16312	Registered	VAu 517-315	07/03/01	US
FLOPPY EAR BUNNY PEEKIN THRU CABBAGE LEAVES 5297	Registered	VAu 529-936	07/03/01	US
PLUSH BUNNY PEEKIN THRU CABBAGE LEAVES #16299	Registered	VAu 529-937	07/03/01	US
SS FROG	Registered	VAu 518-749	05/23/01	US
AXIMUM SPEED SPORT CARS (#31728-100-1)	Registered	VAu 518-751	05/23/01	US
AXIMUM SPEED SPORTCARS (#31728-100-2)	Registered	VAu 518-752	05/23/01	US
AXIMUM SPEED SPORT CARS (#31728-100-3)	Registered	VAu 518-655	05/23/01	US
AXIMUM SPEED SPORT CARS (#31728-100-4)	Registered	VAu 518-750	05/23/01	US
AXIMUM SPEED SPORT CARS (#31728-101-1)	Registered	VAu 519-228	05/23/01	US
AXIMUM SPEED SPORT CARS (#31728-101-2)	Registered	VAu 519-227	05/23/01	US
AXIMUM SPEED SPORT CARS (#31728-101-3)	Registered	VAu 519-226	05/23/01	US
AXIMUM SPEED SPORT CARS (#31728-101-4)	Registered	VAu 518-754	05/23/01	US
EPS BITTEN BUNNY KEYCHAIN-#16352	Pending			US
NTAGE VELOUR-BUNNY # 16290	Pending			US
NTAGE VELOUR-CHICK #16290	Pending			US
EPS SMILING BUNNY KEYCHAIN	Pending			US
.STER PARADE FRIENDS-LAMB #16292	Pending			US
.STER PARADE FRIENDS-ROOSTER #16292	Pending			US
G CANDY HOLDER W/BENDABLE LIMBS and BEAK FOR OSE	Registered	VAu 529-458	07/16/01	US
G CANDY HOLDER W/BENDABLE LIMBSand BOW ON AD	Registered	VAu 529-459	07/16/01	US
.STER PARADE FRIENDS-DUCK #16292	Pending			US
AXIMUM SPEED SPORT CARS (#31728-102-1)	Pending			US
AXIMUM SPEED SPORT CARS (#31728-102-2)	Pending			US
AXIMUM SPEED SPORT CARS (#31728-102-3)	Pending			US
AXIMUM SPEED SPORT CARS (#31728-102-4)	Pending			US
EPS GARLAND #16294	Pending			US
ret Charm Castle By The Sea	Registered	VA 646-532	02/06/95	US
ombbox	Registered	VAu 446-809	05/07/99	US
0 Easter - Gift Egg	Registered	VAu 479-593	08/19/99	US
ingtime Bunny with Coat and Eggs	Registered	VAu 447-003	06/21/99	US
ingtime Bunny with Swim Suit and Inner Tube	Registered	VAu 447-000	06/21/99	US
0 Easter - Floppy Bunny 12"	Registered	VAu 479-594	08/19/99	US
String Animals without sound - Bunny	Registered	VAu 479-919	08/16/99	US
String Animals without sound - Chick	Registered	VAu 479-920	08/16/99	US
String Animals without sound - Lamb	Registered	VAu 479-918	08/16/99	US
ng Chick	Registered	VAu 447-999	06/21/99	US
ow Easter Egg - Chick	Registered	VAu 447-006	06/21/99	US

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Item	Status	Registration Number	Registration Date	Country
Easter Door Wreath, Bunny with Carrot	Registered	VAu 461-216	06/29/99	US
Easter Door Wreath, Bunny with Flowers	Registered	VAu 461-217	06/29/99	US
Easter Basket with Eggs	Registered	VAu 447-994	06/21/99	US
Small Egg Containers - Chick	Registered	VAu 479-922	08/16/99	US
Small Egg Containers - Laying Bunny	Registered	VAu 479-923	08/16/99	US
Small Egg Containers - Sitting Bunny	Registered	VAu 479-924	08/16/99	US
Easter Girl Goose	Registered	VAu 447-707	06/24/99	US
Easter Growing Flower - Bunny	Registered	VAu 447-008	06/21/99	US
Easter Growing Flower - Chick	Registered	VAu 447-002	06/21/99	US
Small Bunny Beanbag	Registered	VAu 479-921	08/16/99	US
Small Fleece Light & Sound Chick	Registered	VAu 507-196	11/22/00	US
Small Fleece Light & Sound Lamb	Registered	VAu 507-195	11/22/00	US
Small Easter Plush Bunny Ballerina	Registered	VAu 467-187	08/19/99	US
Small Halloween 3' Foam Totem	Registered	VA 758-488	12/13/95	US
Small Necklace	Registered	VAu 513-765	12/22/00	US
Small Light-up Pumpkin	Registered	VAu 429-046	01/26/01	US
Small Picture - Light-up 5" Pumpkin Skull	Registered	VAu 429-048	01/26/01	US
Small Tinell Raven	Registered	VAu 513-764	12/22/00	US
Small Topsy Spiral	Registered	VAu 429-045	01/26/01	US
Small Picture - Bat Candleabra	Registered	VAu 429-043	01/26/01	US
Small Picture-Three Pumpkin Candleabra	Registered	VAu 429-038	01/26/01	US
Small Ker Light Candle	Registered	VAu 502-117	01/26/01	US
Small Pumpkin Yard Dancer	Registered	VAu 429-042	01/26/01	US
Small Lite-up Scarecrow	Registered	VAu 512-227	03/05/01	US
Small Scarecrow with Bow Tie	Registered	VAu 429-039	01/26/01	US
Small Scarecrow with Collar	Registered	VAu 429-040	01/26/01	US
Small Mini TEK Fighter, Screaming Squadron Mini Tailwind	Registered	VA 801-028	02/24/97	US
Small Mini Tek Gear Fighter	Registered	VA 869-669	09/10/97	US
Small Laser Space Blaster	Registered	VA 801-031	02/24/97	US
Small Laser	Registered	VAu 501-584	10/20/00	US
Small Laserman	Registered	VAu 501-587	10/20/00	US
Small Laser Master	Registered	VAu 501-589	10/20/00	US
Small Laser Jaw	Registered	VAu 501-586	10/20/00	US
Small Laser Nut	Registered	VAu 501-585	10/20/00	US
Small Laser Fisto	Registered	VAu 501-588	10/20/00	US
Small Storm Disk with Light	Registered	VAu 534-525	01/25/02	US
Small Catch Style "E"	Registered	VA 1-070-869	10/04/00	US
Small Speed Trucks	Registered	VAu 519-229	05/23/01	US
Small Speed Trucks	Registered	VAu 518-753	05/23/01	US
Small Speed Trucks	Registered	VAu 518-657	05/23/01	US
Small Speed Trucks	Registered	VAu 518-656	05/23/01	US
Small G Tunnel	Registered	VA 1-000-841	08/09/01	US
Small Double Loop Stunt Jump	Registered	VA 1-000-842	08/09/01	US
Small Laser Storm 2 with Light	Registered	VAu 534-776	01/22/02	US
Small Laser Storm 3 Dart Gun with Light	Registered	VAu 534-774	01/22/02	US
Small Ringing Bubbles 2	Registered	VAu 506-863	01/26/01	US
Small El Smasho	Registered	VAu 534-527	01/25/02	US
Small Slugnut	Registered	VAu 534-520	01/25/02	US
Small Speed Bridge Jump Playset	Registered	VAu 505-591	08/01/01	US
Small Speed Fire Jump Playset	Registered	VAu 505-592	08/01/01	US

SCHEDULE 2.01(b)(i)
Registered Copyrights

Item	Status	Registration Number	Registration Date	Country
Form 800	Registered	VAu 535-868	02/06/02	US
Form 2100	Registered	VAu 535-864	02/06/02	US
Form 650	Registered	VAu 535-862	02/06/02	US
Form 760	Registered	VAu 535-867	02/06/02	US
Form 500	Registered	VAu 535-866	02/06/02	US
Form 300	Registered	VAu 535-865	02/06/02	US
Inky A-Flag	Registered	VAu 535-336	02/01/02	US
Inky B-Ice	Registered	VAu 535-341	02/01/02	US
King A King	Registered	VAu 535-338	02/01/02	US
King B-Fire	Registered	VAu 535-337	02/01/02	US
Form 8K	Registered	VAu 535-863	02/06/02	US
Slider Slammy	Registered	VAu 534-521	01/25/02	US
Slider Sluggy	Registered	VAu 534-526	01/25/02	US
Light Slammer	Registered	VAu 534-528	01/25/02	US
Light Slugnoid	Registered	VAu 534-519	01/25/02	US
7 IR Plane Silver	Registered	VAu 535-585	02/06/02	US
7 IR Plane Tan	Registered	VAu 535-586	02/06/02	US
7 IR Tank Silver	Registered	VAu 535-588	02/06/02	US
7 IR Tank Tan	Registered	VAu 535-587	02/06/02	US
7 Bunkers	Registered	VAu 535-584	02/06/02	US
Warrior Force Rock	Registered	VAu 535-339	02/01/02	US
Warrior Force Steel	Registered	VAu 535-340	02/01/02	US
Max Speed Triple Loop	Registered	VAu 505-590	08/01/01	US
16 Christmas Planks - Angel	Registered	VA 788-602	06/05/96	US
Starcastle Flyer - Cinderella	Registered	VAu 534-529	01/25/02	US
Tea Starcastle Sound Cassette	Registered	SRu 380-607	02/20/98	US
Starchitect Sweetie	Registered	VAu 507-193	11/22/00	US
Starchitect Sweetie	Registered	VAu 454-330	12/29/98	US
Starchitect Sweetie	Registered	VAu 454-333	12/29/98	US
Strawberry Swirl Sweetie	Registered	VAu 507-191	11/22/00	US
Starchitect Sweetie	Registered	VAu 507-192	11/22/00	US
Starcastle Doll - Cinderella	Registered	VAu 534-522	01/25/02	US
Starchitect BooBoo	Registered	VA 1-049-412	08/11/00	US
Starchitect DoDo	Registered	VA 1-049-411	08/11/00	US
Starchitect	Registered	VA 1-049-417	08/11/00	US
Starchitect	Registered	VA 1-049-413	08/11/00	US
Starchitect Wuv	Registered	VA 1-049-415	08/11/00	US
Starchitect Nap	Registered	VA 1-049-414	08/11/00	US
Inky	Registered	VA 1-049-410	08/11/00	US
Sweetie	Registered	VA 1-049-416	08/11/00	US
Starchitect Rocker - Abbie	Registered	VAu 534-773	01/22/02	US
Starchitect Rocker - Kim	Registered	VAu 534-748	01/22/02	US
Starchitect Rocker - Pilar	Registered	VAu 534-750	01/22/02	US
Starchitect Rocker - Abbie	Registered	VAu 534-771	01/22/02	US
Starchitect Rocker - Kim	Registered	VAu 534-770	01/22/02	US
Starchitect Rocker - Pilar	Registered	VAu 534-775	01/22/02	US
Starchitect Rocker - Ciara	Registered	VAu 534-747	01/22/02	US
Starchitect Rocker - Ciara	Registered	VAu 534-749	01/22/02	US
Starchitect L (watch)	Registered	VAu 500-929	10/04/00	US
Starchitect Jr. Style Q	Registered	VAu 500-928	10/04/00	US

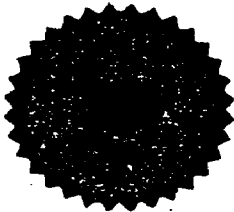
SCHEDULE 2.01(b)(i)
Registered Copyrights

Title	Status	Registration Number	Registration Date	Country
Gumby Playset assortment, Gumby on Wheels	Registered	VA 758-484	12/13/95	US
Chu Chu, the Chattering Chimp	Registered	VA 505-340	03/12/92	US
Chillapillar	Registered	VA 1-011-829	11/23/99	US
Muy Loco	Registered	VA 1-071-719	10/04/00	US
Cody the Dog	Registered	VAu 534-772	01/22/02	US
Harry (Monkeyin' Around)	Registered	VAu 534-24	01/25/02	US
Joe (Monkeyin' Around)	Registered	VAu 534-518	01/25/02	US
Norton Bear	Registered	VAu 534-517	01/25/02	US
Norton Bear B	Registered	VAu 534-523	01/25/02	US
Three Dimensional Sculpture-airplane	Registered	VA 603-193	10/05/93	US
Three Dimensional Sculpture-airplane	Registered	VA 603-192	10/05/93	US
Three Dimensional Sculpture-airplane	Registered	VA 603-191	10/05/93	US
Three Dimensional Soft Sculpture Representative of a Bunny with Freckles, Teeth and Bow Tie	Registered	VA 560-968	04/26/93	US
Catz Sound Cassette	Registered	PA 840-555	03/03/97	US
Dogz & Catz Sound Cassette	Registered	PA 840-556	03/03/97	US
Dogz Bone	Pending			US
Dogz Sound Cassette	Registered	PA 840-550	03/03/97	US
IM Weird Commercial Jingle	Registered	SRu 369-391	03/27/97	US
Make It Unique Stamp Boutique Commercial Jingle	Registered	PAu 2-190-494	02/25/97	US
Puppydogz & Kittycaz Sound Cassette	Registered	PA 840-549	03/03/97	US
Chillaphant	Registered	VA 1-011-828	11/23/99	US
Expandable Lantern	Registered	VA 1-070-267	09/19/00	US
Metal C-watch Style E	Registered	VAu 484-996	08/09/99	US
MVC-002F. (Metal C-watch Style C)	Registered	VAu 484-900	08/09/99	US
Plastic C-watch Style C	Registered	VAu 484-997	08/09/99	US
Traditional Snowman Santa with	Registered	VAu 481-578	05/06/99	US
Vendobot	Registered	VA 1-071-718	10/04/00	US
Vend-o-bot	Registered	VAu 493-510	03/22/00	US
WuvLuvs:mom & baby generation 1	Registered	SR 258-7110	01/05/00	US

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "JP/TIII ACQUISITION CORP.", CHANGING ITS NAME FROM "JP/TIII ACQUISITION CORP." TO "ALL SEASON TOYS, INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JANUARY, A.D. 2003, AT 10 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3594787 8100

030055224

AUTHENTICATION: 2229342

DATE: 01-28-03

**CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION
OF
JP/III ACQUISITION CORP.**

The undersigned, Stephen G. Berman, hereby certifies that:

A. The name of the Corporation is JP/III ACQUISITION CORP. (hereinafter called the "Corporation").

B. The certificate of incorporation of the Corporation is hereby amended by striking out Article 1 thereof and by substituting in lieu of said Article 1 the following new Article:

ARTICLE 1 The name of the Corporation is All Season Toys, Inc. (the "Corporation".)

C. The amendment to the Corporation's certificate of incorporation herein certified has been duly adopted and written consent has been given in accordance with the provisions of Section 228 and 242 of the Delaware General Corporation Law of the State of Delaware.

Signed on: January 21st 2003

JP/III Acquisition Corp.

By: 

Stephen G. Berman
Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 01/28/2003
030055224 - 3594787