

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Imperial Toy LLC		12/20/2005	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Union Bank of California, N.A.
Street Address:	445 South Figueroa Street
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90017
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Serial Number:	78750822	BOINGEE
Serial Number:	78676733	PRINCESS TALES BY PETITE MISS
Serial Number:	78676727	PRINCESS TALES BY PETITE MISS
Serial Number:	76631732	EVER BUBBLE BLASTER
Serial Number:	76631731	BOINGEE BUBBLES
Serial Number:	76629850	HOVER BUBBLE
Serial Number:	76626960	
Serial Number:	76624149	X!
Serial Number:	76624126	X! PRESSIONS BY PETITE MISS
Serial Number:	76622982	GOOGLY
Serial Number:	76622981	AFTERMARKET
Serial Number:	76621078	FUSILLY
Registration Number:	2857556	STRETCHABLE

CH \$1590.00 78750822

Registration Number:	2946454	STEEL ON WHEELS
Registration Number:	2518415	SWEET SPOT CANDY
Registration Number:	2472345	SWEET SPOT
Registration Number:	2531157	FUN ZONE
Registration Number:	2401496	PEBBLE PETS
Registration Number:	2286659	SWEETHEART TROLLS
Registration Number:	2218923	CREATURES OF THE WORLD
Registration Number:	2250555	FINGER PUPPY
Registration Number:	2352426	FINGER PONIES
Registration Number:	2276645	FINGER PET
Registration Number:	2309781	BUGS WORLD
Registration Number:	2273554	IMPERIAL
Registration Number:	2277247	IMPERIAL
Registration Number:	2138766	MIRACLE BUBBLES
Registration Number:	2237317	HYPER TECH
Registration Number:	2259751	J.U.S.T. MAKEUP
Registration Number:	2097159	TOUGHEST TOYS ON WHEELS
Registration Number:	2115292	PRETTY COOL, PRETTY CUTE, PRETTY YOU
Registration Number:	2049983	STAR PATROL
Registration Number:	2354280	BUBBLE FACTORY
Registration Number:	1908634	SURE SHOT
Registration Number:	1960802	SURE SHOT
Registration Number:	1926559	PETITE PRINCESS
Registration Number:	1849462	MILITARY FORCE
Registration Number:	1725951	SONIC HAULER
Registration Number:	1791037	MIGHTY MACHINES
Registration Number:	1755511	BITSY BUDDYS
Registration Number:	1883035	LEGENDS OF THE WILD WEST
Registration Number:	1711896	PIRATES OF THE HIGH SEAS
Registration Number:	1638511	PETITE MISS
Registration Number:	1516521	EASY-WRITER
Registration Number:	1492381	
Registration Number:	1492380	FUN IN THE SUN
Registration Number:	1448706	MY FIRST BUDDYS
Registration Number:	1405131	M FORCE

Registration Number:	1416092	TURBO
Registration Number:	1399702	"THE REAL STUFF"
Registration Number:	1399701	BLO 'N' BLAST
Registration Number:	1329799	"BIG BRUTE"
Registration Number:	1329798	"SUPER BRUTE"
Registration Number:	1314851	POWER DRIVERS
Registration Number:	1189450	BUDDY L
Serial Number:	73142275	
Registration Number:	1060393	BUDDY L
Registration Number:	0992907	IMPERIAL
Registration Number:	0996975	MIRACLE
Registration Number:	0998680	POOPATROOPER
Registration Number:	0916207	TEENY BOUNCERS
Registration Number:	0866228	BRUTE
Registration Number:	0826380	BUDDY L

CORRESPONDENCE DATA

Fax Number: (213)630-5738
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-891-5011
Email: jhawke@buchalter.com
Correspondent Name: Jody Hawke
Address Line 1: 1000 Wilshire Boulevard, Suite 1500
Address Line 4: Los Angeles, CALIFORNIA 90017-2457

ATTORNEY DOCKET NUMBER:	U2310-0243
NAME OF SUBMITTER:	Jody Hawke
Signature:	/Jody Hawke/
Date:	03/15/2006

Total Attachments: 34

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of December 20, 2005, is entered into by and between IMPERIAL TOY LLC, a California limited liability company ("Debtor"), and UNION BANK OF CALIFORNIA, N.A. ("Secured Party"), in light of the following:

A. ITC Holdings, LLC, a California limited liability company ("Borrower"), and Secured Party are contemporaneously herewith entering into that certain Loan and Security Agreement (as may be amended, supplemented or restated from time-to-time in accordance with the terms thereof, the "Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, and together with the Loan Agreement, the "Loan Documents");

B. Debtor is wholly-owned by Borrower and is contemporaneously herewith entering into that certain Continuing Guaranty (the "Guaranty"), guarantying the Borrower's Obligations under the Loan Agreement;

C. Debtor is the owner of certain intellectual property, identified below, in which Debtor is granting a security interest to Secured Party.

D. It is contemplated that Debtor will assume the Borrower's Obligations under the Loan Agreement upon the consummation of the Acquisition and Merger (as defined in the Loan Agreement); and

E. In order to induce Secured Party to enter into the Loan Agreement and to extend financial accommodations to Borrower pursuant thereto, and in consideration thereof, Debtor and Secured Party are entering into this Agreement as additional security for the Obligations (as such term is defined below).

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. The following terms, as used in this Agreement, have the following meanings:

"Code" means the Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute as presently in effect in California.

"Collateral" means:

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious

business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) Each of the copyrights and rights and interests capable of being protected as copyrights, which are presently, or in the future may be, owned, authored, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all copyright rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and all tangible property embodying the copyrights (including books, records, films, computer tapes or disks, photographs, specification sheets, source codes, object codes, and other physical manifestations of the foregoing);

(iv) All of Debtor's right, title, and interest in and to the trademarks and trademark registrations listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(v) All of Debtor's right, title, and interest, in and to the patents and patent applications listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(vi) All of Debtor's right, title, and interest, in and to the copyrights and copyright registrations listed on Schedule C, attached hereto, as the same may be updated hereafter from time to time;

(vii) All of Debtor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Secured Party for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(viii) All of Debtor's right, title, and interest in all patentable inventions, and rights to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right

(without obligation) to sue or bring interference proceedings in the name of Debtor or in the name of Secured Party for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(ix) All of Debtor's rights to register copyright claims under any federal copyright law or regulation of any foreign country and to apply for registrations on original works, compilations, derivative works, collective works, and works for hire, the right (without obligation) to sue in the name of Debtor or in the name of Secured Party for past, present, and future infringements of the copyrights, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(x) All general intangibles relating to the foregoing; and

(xi) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

“Obligations” means all obligations, liabilities, and indebtedness of Debtor to Secured Party, whether direct, indirect, liquidated, or contingent, and whether arising under this Agreement, the Guaranty, the Loan Agreement, any other of the Loan Documents, or otherwise, including all costs and expenses described in Section 11.8 hereof.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term “including” is not limiting. The words “hereof,” “herein,” “hereby,” “hereunder,” and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable.

2. GRANT OF SECURITY INTEREST.

Debtor hereby grants to Secured Party a first-priority security interest in all of Debtor's right, title, and interest in and to the Collateral to secure the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Debtor hereby represents, warrants, and covenants that:

3.1 Copyrights; Trademarks; Service Marks; Patents.

(i) A true and complete schedule setting forth all material federal and state trademark and service mark registrations owned by Debtor, together with a

summary description and full information in respect of the filing or issuance thereof is set forth on Schedule A;

(ii) A true and complete schedule setting forth all material patent and patent applications owned by Debtor, together with a summary description and full information in respect of the filing or issuance thereof is set forth on Schedule B; and

(iii) A true and complete schedule setting forth all material federal copyright registrations owned by Debtor, together with a summary description and full information in respect of the filing or issuance thereof is set forth on Schedule C.

3.2 Validity; Enforceability. Each of Debtor's material copyrights, patents, service marks and trademarks is valid and enforceable, and Debtor is not presently aware of any past, present, or prospective claim by any third party that any of its material copyrights, patents, service marks or trademarks are invalid or unenforceable, or that its use of any copyrights, patents, service marks or trademarks violates the rights of any third person, or of any basis for any such claims;

3.3 Title. Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the material copyrights, copyright registrations, patents, patent applications, service marks, service mark registrations, trademarks, and trademark registrations set forth on Schedules A, B and C, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Debtor not to sue third persons;

3.4 Notice. Debtor has used and will continue to use any legally required statutory notice in connection with its use of each of its material copyrights, patents, service marks and trademarks;

3.5 Quality. Debtor has used and will continue to use consistent standards of high quality (which may be consistent with Debtor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with its material service marks and trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of its material service marks and trademarks in its good faith business judgement;

3.6 Perfection of Security Interest. Except for the filing of a financing statement with the Secretary of State of the State of California and filings with the United States Patent and Trademark Office and the United States Copyright Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Debtor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Debtor or for the perfection of Secured Party's security interest in the Collateral in the United States.

4. AFTER-ACQUIRED COPYRIGHT, PATENT, SERVICE MARK OR TRADEMARK RIGHTS.

If Debtor shall obtain rights to any new copyrights, service marks, trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new material service marks, trademarks or patents, or renewal or extension of any material service mark or trademark registration. Debtor shall bear any expenses incurred in connection with future patent applications or service mark or trademark registrations.

5. LITIGATION AND PROCEEDINGS.

Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Debtor shall provide to Secured Party any information with respect thereto reasonably requested by Secured Party. Secured Party shall provide at Debtor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Debtor's becoming aware thereof, Debtor shall notify Secured Party of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any United States, state, or foreign court regarding Debtor's claim of ownership in any of the material patents, copyrights, service marks or trademarks, its right to apply for the same, or its right to keep and maintain such copyright, patent, service mark or trademark rights.

6. POWER OF ATTORNEY.

Debtor grants Secured Party power of attorney, having the full authority, and in the place of Debtor and in the name of Debtor, from time to time following an Event of Default in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: (a) to endorse Debtor's name on all applications, documents, papers, and instruments necessary for Secured Party to use or maintain the Collateral; (b) to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; (c) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Secured Party's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. RIGHT TO INSPECT.

Debtor grants to Secured Party and its employees and Secured Party's the right to visit Debtor's plants and facilities which manufacture, inspect, or store products sold under any of the patents or trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

8. EVENTS OF DEFAULT.

Any of the following events shall be an Event of Default:

8.1 Loan Agreement. An Event of Default shall occur as defined in the Loan Agreement;

8.2 Misrepresentation. Any representation or warranty made herein by Debtor or in any document furnished to Secured Party by Debtor under this Agreement is incorrect in any material respect when made or when reaffirmed; and

8.3 Breach. Debtor fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof which materially and adversely affects Secured Party.

9. SPECIFIC REMEDIES.

Upon the occurrence of any Event of Default, Secured Party shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

9.1 Notification. Secured Party may notify licensees to make royalty payments on license agreements directly to Secured Party;

9.2 Sale. Secured Party may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Secured Party deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Debtor ten days prior to such disposition. Debtor shall be credited with the net proceeds of such sale only when they are actually received by Secured Party, and Debtor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Secured Party shall also give notice of the time and place by publishing a notice one time at least five days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Secured Party may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Secured Party at such sale.

10. CHOICE OF LAW AND VENUE; DISPUTES.

IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICTS OF LAWS, AND

ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. DEBTOR HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN LOS ANGELES COUNTY, CALIFORNIA SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN DEBTOR AND SECURED PARTY PERTAINING TO THIS AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT; PROVIDED, THAT SECURED PARTY AND DEBTOR ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF LOS ANGELES COUNTY, CALIFORNIA; AND FURTHER PROVIDED, THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE SECURED PARTY FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO COLLECT THE OBLIGATIONS, TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF SECURED PARTY. DEBTOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND DEBTOR HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. DEBTOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO DEBTOR AT THE ADDRESS SET FORTH IN SECTION 11.7 OF THE LOAN AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF DEBTOR'S ACTUAL RECEIPT THEREOF OR THREE DAYS AFTER DEPOSIT IN THE U.S. MAILED, PROPER POSTAGE PREPAID.

SUBJECT TO THE PARAGRAPH FOLLOWING IMMEDIATELY BELOW AND TO THE EXTENT THAT IN THE FUTURE EITHER THE CALIFORNIA SUPREME COURT HOLDS THAT A PRE-DISPUTE JURY TRIAL WAIVER PROVISION SIMILAR TO THE ONE CONTAINED IN THIS SECTION IS VALID AND ENFORCEABLE OR THE CALIFORNIA LEGISLATURE PASSES LEGISLATION AND THE GOVERNOR OF THE STATE OF CALIFORNIA SIGNS INTO LAW A STATUTE AUTHORIZING PRE-DISPUTE JURY TRIAL WAIVERS AND AS A RESULT SUCH WAIVERS BECOME ENFORCEABLE, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO, THE PARTIES ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. THE PARTIES WARRANT AND REPRESENT THAT EACH HAS HAD THE

OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

THE PARTIES PREFER THAT ANY DISPUTE BETWEEN THEM BE RESOLVED IN LITIGATION SUBJECT TO A JURY TRIAL WAIVER AS SET FORTH ABOVE, BUT THE CALIFORNIA SUPREME COURT HAS HELD THAT SUCH PRE-DISPUTE JURY TRIAL WAIVERS ARE UNENFORCEABLE. THIS SECTION WILL BE APPLICABLE UNTIL SUCH WAIVERS ARE PERMITTED BY LAW IN THE MANNER PROVIDED ABOVE. ALL CLAIMS, CAUSES OF ACTION OR OTHER DISPUTES CONCERNING THIS AGREEMENT AND ANY DOCUMENTS EXECUTED IN CONNECTION HEREWITH (COLLECTIVELY, "CLAIMS" AND INDIVIDUALLY, A "CLAIM"), INCLUDING ANY AND ALL QUESTIONS OF LAW OR FACT RELATING THERETO, SHALL, AT THE WRITTEN REQUEST OF ANY PARTY, BE DETERMINED BY JUDICIAL REFERENCE ("REFERENCE"). THE PARTIES SHALL SELECT A SINGLE NEUTRAL REFEREE, WHO SHALL BE A RETIRED STATE OR FEDERAL JUDGE WITH AT LEAST FIVE YEARS OF JUDICIAL EXPERIENCE IN CIVIL MATTERS. IN THE EVENT THAT THE PARTIES CANNOT AGREE UPON A REFEREE, THE REFEREE SHALL BE APPOINTED BY THE COURT. THE PARTIES SHALL EQUALLY BEAR THE FEES AND EXPENSES OF THE REFEREE UNLESS THE REFEREE OTHERWISE PROVIDES IN THE STATEMENT OF DECISION. THE REFEREE SHALL DETERMINE ALL ISSUES RELATING TO THE APPLICABILITY, INTERPRETATION, LEGALITY AND ENFORCEABILITY OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT ONE CONSEQUENCE OF A REFERENCE IS THAT THE CLAIMS WILL NOT BE ADJUDICATED BY A JURY.

11. GENERAL PROVISIONS.

11.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Debtor and Secured Party.

11.2 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Debtor may not assign this Agreement or any rights or duties hereunder without Secured Party's prior written consent and any prohibited assignment shall be absolutely void. Secured Party may assign this Agreement and its rights and duties hereunder in accordance with the terms of the Loan Agreement and no consent or approval by Debtor is required in connection with any such assignment.

11.3 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

11.4 Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Secured Party or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

11.5 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

11.6 Amendments in Writing. This Agreement can only be amended by a writing signed by both Secured Party and Debtor.

11.7 Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

11.8 Fees and Expenses. Debtor shall pay to Secured Party on demand all reasonable costs and expenses that Secured Party pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Secured Party; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Debtor under this Agreement that Debtor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against Secured Party arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Debtor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

11.9 Notices. Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 10.7 of the Loan Agreement.

11.10 Termination By Lender. After termination of the Loan Agreement and when the Secured Party has received payment and performance, in full, of all Obligations,


Secured Party shall execute and deliver to Debtor a termination of all of the security interests granted by Debtor hereunder.

11.11 Integration. This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

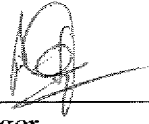
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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

UNION BANK OF CALIFORNIA, N.A.

By: 
Name: Richard Faulkner
Title: Vice President

IMPERIAL TOY LLC,
a California limited liability company

By: 
Name: Peter Tiger
Title: Co-President

By: 
Name: Arthur Hirsch
Title: Co-President

SCHEDULE A

TRADEMARKS

TRADEMARK SUMMARY

No.	Liens/Status	Trademark	Search Item No.	Reg. No./ Serial No.	Reg. Date/ File Date
1.	Status: Pending	Boingee	1/19/1	78-750,822	11/9/05
	Owner: Imperial Toy Corporation				
	Liens: None				
2.	Status: Pending	Princess Tales by Petite Miss	1/19/2	78-676,733	7/22/05
	Owner: Imperial Toy Corporation				
	Liens: None				
3.	Status: Pending	Princess Tales by Petite Miss	1/19/3	78-676,727	7/22/05
	Owner: Imperial Toy Corporation				
	Liens: None				
4.	Status: Pending	Ever Bubble Blaster	1/19/4	76-631,732	2/22/05
	Owner: Imperial Toy Corporation				
	Liens: None				
5.	Status: Pending	Boingee Bubbles	1/19/5	76-631,731	2/22/05
	Owner: Imperial Toy Corporation				
	Liens: None				
6.	Status: Pending	Hover Bubble and Design	1/19/6	76-629,850	1/31/05
	Owner: Imperial Toy Corporation				
	Liens: None				
7.	Status: Missassigned Serial Number	Hover Bubble and Design	1/19/7	76-626,960	1/5/05
	Owner: Imperial Toy Corporation				
	Liens: None				
8.	Status: Pending	X!	1/19/8	76-624,149	12/13/04
	Owner: Imperial Toy Corporation				
	Liens: None				
9.	Status: Pending	X! Pressions By Petite	1/19/9	76-624,126	12/13/04

No.	Liens/Status	Trademark	Search Item No.	Reg. No./ Serial No.	Reg. Date/ File Date
	Owner: Imperial Toy Corporation Liens: None	Miss			
10.	Status: Pending Owner: Imperial Toy Corporation Liens: None	Googly	1/19/10	76-622,982	12/2/04
11.	Status: Pending Owner: Imperial Toy Corporation Liens: None	Aftermarket	1/19/11	76-622,981	12/2/04
12.	Status: Pending Owner: Imperial Toy Corporation Liens: None	Fusilly	1/19/12	76-621,078	11/17/04
13.	Status: Registered Owner: Imperial Toy Corporation Liens: None	Stretchable and Design	1/19/13	2,857,556	6/29/04
14.	Status: Registered Owner: Imperial Toy Corporation Liens: None	Steel on Wheels	1/19/14	2,946,454	5/3/05
15.	Status: Registered Owner: Imperial Toy Corporation Liens: None	Sweet Spot Candy and Design	1/19/16	2,518,415	12/11/01
16.	Status: Registered Owner: Imperial Toy Corporation Liens: None	Sweet Spot	1/19/17	2,472,345	7/24/01
17.	Status: Registered Owner: Imperial Toy Corporation Liens: None	Fun Zone	1/19/18	2,531,157	1/22/02
18.	Status: Registered	Pebble Pets	1/19/21	2,401,496	11/7/00

No.	Liens/Status	Trademark	Search Item No.	Reg. No./ Serial No.	Reg. Date/ File Date
	Owner: Imperial Toy Corporation Liens: None				
19.	Status: Registered Owner: Imperial Toy Corporation Liens: None	Sweetheart Trolls	1/19/23	2,286,659	10/12/99
20.	Status: Registered Owner: Imperial Toy Corporation Liens: None	Creatures of the World	1/19/24	2,218,923	1/19/99
21.	Status: Registered Owner: Imperial Toy Corporation Liens: None	Finger Puppy	1/19/25	2,250,555	6/1/99
22.	Status: Registered Owner: Imperial Toy Corporation Liens: None	Finger Ponies	1/19/26	2,352,426	5/23/00
23.	Status: Registered Owner: Imperial Toy Corporation Liens: None	Finger Pet	1/19/27	2,276,645	9/7/99
24.	Status: Registered Owner: Imperial Toy Corporation Liens: None	Bugs World	1/19/28	2,309,781	1/18/00
25.	Status: Registered Owner: Imperial Toy Corporation Liens: None	Imperial	1/19/29	2,273,554	8/31/99
26.	Status: Registered Owner: Imperial Toy Corporation Liens: None	Imperial and Design	1/19/30	2,277,247	9/14/99
27.	Status: Registered	Miracle Bubbles	1/19/35	2,138,766	2/24/98

No.	Liens/Status	Trademark	Search Item No.	Reg. No./ Serial No.	Reg. Date/ File Date
	Owner: Imperial Toy Corporation Liens: None				
28.	Status: Registered Owner: Imperial Toy Corporation Liens: None	Hyper Tech	1/19/37	2,237,317	4/6/99
29.	Status: Registered Owner: Imperial Toy Corporation Liens: None	J.U.S.T. Makeup	1/19/40	2,259,751	7/6/99
30.	Status: Registered Owner: Imperial Toy Corporation Liens: LaSalle National Bank Rec. 1/23/97 R1530 F0608	Toughest Toys On Wheels	1/19/42	2,097,159	9/16/97
31.	Status: Registered Owner: Imperial Toy Corporation Liens: None	Pretty Cool, Pretty Cute, Pretty You	1/19/44	2,115,292	11/25/97
32.	Status: Registered Owner: Imperial Toy Corporation Liens: None	Star Patrol	1/19/45	2,049,983	4/1/97
33.	Status: Registered Owner: Imperial Toy Corporation Liens: None	Bubble Factory	1/19/48	2,354,280	6/6/00
34.	Status: Registered Owner: Imperial Toy Corporation Liens: None	Sure Shot	1/19/62	1,908,634	8/1/95
35.	Status: Registered Owner: Imperial Toy Corporation	Sure Shot	1/19/65	1,960,802	3/05/96

No.	Liens/Status	Trademark	Search Item No.	Reg. No./ Serial No.	Reg. Date/ File Date
	Liens: None				
36.	Status: Registered	Petite Princess	1/19/66	1,926,559	10/10/95
	Owner: Imperial Toy Corporation				
	Liens: None				
37.	Status: Registered	Military Force	1/19/69	1,849,462	8/9/94
	Owner: Imperial Toy Corporation				
	Liens: Fleet Credit, LaSalle, various filings				
38.	Status: Registered	Sonic Hauler	1/19/78	1,725,951	10/20/92
	Owner: Imperial Toy Corporation				
	Liens: Fleet Credit, LaSalle, various filings				
39.	Status: Registered	Mighty Machines	1/19/79	1,791,037	8/31/93
	Owner: Imperial Toy Corporation				
	Liens: None				
40.	Status: Registered	Bitsy Buddys	1/19/80	1,755,511	3/2/93
	Owner: Imperial Toy Corporation				
	Liens: Fleet Credit, LaSalle, various filings				
41.	Status: Registered	Legends of the Wild West	1/19/81	1,883,035	3/7/95
	Owner: Imperial Toy Corporation				
	Liens: None				
42.	Status: Registered	Pirates of the High Seas	1/19/85	1,711,896	9/1/92
	Owner: Imperial Toy Corporation				
	Liens: None				
43.	Status: Registered	Petite Miss	1/19/92	1,638,511	3/19/91

No.	Liens/Status	Trademark	Search Item No.	Reg. No./ Serial No.	Reg. Date/ File Date
	Owner: Imperial Toy Corporation				
	Liens: None				
44.	Status: Registered	Easy-Writer	1/19/100	1,516,521	12/13/88
	Owner: Imperial Toy Corporation				
	Liens: Fleet Credit, LaSalle, various filings				
45.	Status: Registered	Design Only	1/19/101	1,492,381	6/14/88
	Owner: Imperial Toy Corporation				
	Liens: None				
46.	Status: Registered	Fun In The Sun	1/19/102	1,492,380	6/14/88
	Owner: Imperial Toy Corporation				
	Liens: None				
47.	Status: Registered	My First Buddys	1/19/105	1,448,706	7/21/87
	Owner: Imperial Toy Corporation				
	Liens: Fleet Credit, LaSalle, various filings				
48.	Status: Registered	M Force	1/19/107	1,405,131	8/12/86
	Owner: Imperial Toy Corporation				
	Liens: Fleet Credit, LaSalle, various filings				
49.	Status: Registered	Turbo	1/19/108	1,416,092	11/4/86
	Owner: Imperial Toy Corporation				
	Liens: None				
50.	Status: Registered	"The Real Stuff"	1/19/111	1,399,702	7/1/86
	Owner: Imperial Toy Corporation				
	Liens: None				
51.	Status: Registered	Blo 'N' Blast	1/19/112	1,399,701	7/1/86

No.	Liens/Status	Trademark	Search Item No.	Reg. No./ Serial No.	Reg. Date/ File Date
	Owner: Imperial Toy Corporation Liens: None				
52.	Status: Registered Owner: Liens:	"Big Brute"	1/19/118	1,329,799	4/9/85
53.	Status: Registered Owner: Liens:	"Super Brute"	1/19/119	1,329,798	4/9/85
54.	Status: Registered Owner: Liens:	Power Drivers and Design	1/19/121	1,314,851	1/15/85
55.	Status: Registered Owner: Liens:	Buddy L	1/19/125	1,189,450	2/9/82
56.	Status: Pending Owner: Imperial Toy Corporation Liens: None	Bee Line	1/19/127	73-142,275	9/23/77
57.	Status: Registered Owner: Liens:	Buddy L	1/19/128	1,060,393	3/1/77
58.	Status: Registered Owner: Imperial Toy Corporation Liens: None	Imperial	1/19/130	992,907	9/10/74
59.	Status: Registered Owner: Imperial Toy Corporation Liens: None	Miracle	1/19/132	996,975	10/29/74
60.	Status: Registered Owner: Imperial Toy Corporation Liens: None	Poopatrooper	1/19/133	998,680	11/19/74
61.	Status: Registered	Teeny Bouncers and	1/19/135	916,207	7/13/71

No.	Liens/Status	Trademark	Search Item No.	Reg. No./ Serial No.	Reg. Date/ File Date
	Owner: Imperial Toy Corporation Liens: None	Design			
62.	Status: Registered Owner: Liens:	Brute	1/19/136	866,228	3/11/69
63.	Status: Registered Owner: Liens:	Buddy L and Design	1/19/137	826,380	3/28/67

SCHEDULE B

PATENTS

IMPERIAL TOY CORPORATION PATENT STATUS REPORT

42075

TITLE	MATTER	INVENTOR/ PATENTEE	COUNTRY	SERIAL NO./ PATENT NO.	FILED/ISSUE DATE	CALENDARED DATE	REMARKS
Clip Load Dart Gun - Design	P004	Lee King Sun	United States	Patent No. D346,837	Issued 05/10/1994	Expires 05/10/2008	ISSUED Assigned to Imperial Toy.
Clip Load Dart Gun - Design	P004CAN	Lee King Sun	Canada	Patent No. 72187	Issued 02/04/1993	Expired 02/04/2003	EXPIRED. Assigned to Imperial Toy.
Clip Load Dart Gun - Design	P004GBR	Lee King Sun	United Kingdom	Reg. No. 2,024,438	Issued 04/21/1992	Expires 07/22/2012	ISSUED. Next maintenance fee due: 07/22/2007. Assigned to Imperial Toy.
Multi-Shot Dart Gun	P005CAN	Richard A. Clayton	Canada	Patent No. 2155959	Issued 10/16/2001	Expires 02/12/2013	ISSUED 12 Year Maintenance fee timely paid. Licensed to Imperial Toy.
Multi-Shot Dart Gun	P005GBR	Richard A. Clayton	United Kingdom	Patent No. 2291170	Issued 12/11/1996	Expires 02/12/2013	ISSUED Licensed to Imperial Toy.
Multi-Shot Dart Gun	P005PCT	Richard A. Clayton	PCT	Serial No. PCT/US93/013180	Filed 02/12/1993		National phase entered. Canada and UK were designated countries. (See below)

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IMPERIAL TOY CORPORATION PATENT STATUS REPORT

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TITLE	MATTER	INVENTOR/ PATENTEE	COUNTRY	SERIAL NO./ PATENT NO.	FILED/ISSUE DATE	CALENDARED DATE	REMARKS
Air Operated Toy Gun	P006	Richard A. Clayton	United States	Patent No. 5,186,156	Issued 02/16/1993	Expires 11/18/2011	ISSUED Third and final maintenance fee paid. Licensed to Imperial Toy.
Multi-Shot Air Operated, Projectile Launcher	P007X	Richard A. Clayton	United States	Patent No. 5,522,374	Issued 06/04/1996	Expires 06/04/2013	ISSUED Third and final maintenance fee due: 12/04/2007. Continuation-in-part of Pat. No. 5,186,156 Licensed to Imperial Toy.
Airgun with Rotary Actuator	P008X	Richard A. Clayton	United States	Patent No. 5,660,159	Issued 08/26/1997	Expires 02/14/2015	ISSUED 2nd maintenance fee paid. Third maintenance fee due 02/26/2009. Continuation-in-part of Pat. No. 5,522,374 Licensed to Imperial Toy.
Toy Coin Bank with Audio Signal	P009	R. Smathers, S. Vetter, S.Goldberg, S. Kwak, J.Kort	United States	Patent No. 5,697,828	Issued 12/16/1997	Lapsed 06/16/2001	LAPSED 1st maintenance fee not paid.

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TITLE	MATTER	INVENTOR/ PATENTEE	COUNTRY	SERIAL NO./ PATENT NO.	FILED/ISSUE DATE	CALENDARED DATE	REMARKS
Projectile Launching Apparatus	P010X	Richard A. Clayton	United States	Patent No. 5,680,853	Issued 10/28/1997	Expires 11/18/2011	ISSUED 2nd maintenance fee paid. Third maintenance fee due 04/28/2009.
Animal Toy and Ring	P011	Kristopher W. Buttermore	United States	Serial No. 08/997,572	Filed 12/23/1997		Licensed to Imperial Toy. ABANDONED.
Bubble Making Toy Container	P012	Fred Kort	United States	Patent No. D 428,067	Issued 07/11/2000	Expires 11/08/2013	ISSUED Assigned to Imperial Toy
Bubble Bottle - Design	P013	Susan Kort; Geoffrey Wasserman; David J. Kort; Robert J. Ivancic; Dorothy Johnson; Joseph Wong Wai Ching; Jeffrey Alan Jacobus; Peter Tiger; Art Hirsch	United States	Serial No. 29/224500	Filed 03/02/2005		PENDING. Assigned to Imperial Toy.
Bubble Bottle - Design	P013AU	Susan Kort; Geoffrey Wasserman; David J. Kort; Robert J. Ivancic; Dorothy Johnson; Joseph Wong Wai Ching; Jeffrey Alan Jacobus; Peter Tiger; Art Hirsch	Australia	Serial No. 1,3683/2005	Filed 08/26/2005		PENDING. Assigned to Imperial Toy.

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TITLE	MATTER	INVENTOR/ PATENTEE	COUNTRY	SERIAL NO./ PATENT NO.	FILED/ISSUE DATE	CALENDARED DATE	REMARKS
Bubble Bottle - Design	P013ECD	Susan Kort; Geoffrey Wasserman; David J. Kort; Robert J. Ivanic; Dorothy Johnson; Joseph Wong Wai Ching; Jeffrey Alan Jacobus; Peter Tiger, Art Hirsch	European Community Design	Serial No. 000337977- 0001	Filed 4/22/2005		PENDING. Published: 07/12/2005. Assigned to Imperial Toy.
Bubble Bottle - Design	P013ZA	Susan Kort; Geoffrey Wasserman; David J. Kort; Robert J. Ivanic; Dorothy Johnson; Joseph Wong Wai Ching; Jeffrey Alan Jacobus; Peter Tiger, Art Hirsch	South Africa	Serial No. A2005/0829	Filed 06/23/2005		PENDING. Assigned to Imperial Toy.
Inflatable Self-Sealing Toy	P014	Robert J. Ivanic; Joseph Wong Wai Ching	United States	Serial No. 11/234,569	Filed 09/22/2005		PENDING. Assigned to Imperial Toy
YO YO	P015	Susan M. Kort; Robert J. Ivanic; Joseph Wong Wai Ching	United States	Serial No. 29/239,941	Filed 10/06/2005		PENDING. Assigned to Imperial Toy
PADDLE BALL	P016	Susan M. Kort; Robert J. Ivanic; Joseph Wong Wai Ching	United States	Serial No. 29/239,954	Filed 10/06/2005		PENDING. Assigned to Imperial Toy

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IMPERIAL TOY CORPORATION PATENT STATUS REPORT

TITLE	MATTER	INVENTOR/ PATENTEE	COUNTRY	SERIAL NO./ PATENT NO.	FILED/ISSUE DATE	CALENDARED DATE	REMARKS
JUMP ROPE	P017	Susan M. Kort; Robert J. Ivanic; Joseph Wong Wai Ching	United States	Serial No. 29/239,977	Filed 10/06/2005		PENDING. Assigned to Imperial Toy
Throwing Disc	P018	Susan M. Kort; Robert J. Ivanic; Joseph Wong Wai Ching	United States	Serial No. 29/239,955	Filed 10/06/2005		PENDING. Assigned to Imperial Toy
Rat Throwing Disc	P019	Robert J. Ivanic	United States	Serial No. 29/241,537	Filed 10/28/2005		PENDING. Assigned to Imperial Toy
Shark Throwing Disc	P020	Robert J. Ivanic	United States	Serial No. 29/241,611	Filed 10/28/2005		PENDING. Assigned to Imperial Toy
Chicken Throwing Disc	P021	Robert J. Ivanic	United States	Serial No. 29/241,609	Filed 10/28/2005		PENDING. Assigned to Imperial Toy
Frog Throwing Disc	P022	Robert J. Ivanic	United States	Serial No. 29/241,610	Filed 10/28/2005		PENDING. Assigned to Imperial Toy
Spinning Top	P023	Susan M. Kort; Robert J. Ivanic; Joseph Wong Wai Ching	United States	Serial No. 29/239,910	Filed 10/06/2005		PENDING. Assigned to Imperial Toy

IMPERIAL TOY CORPORATION PATENT STATUS REPORT

42075

TITLE	MATTER	INVENTOR/ PATENTEE	COUNTRY	SERIAL NO./ PATENT NO.	FILED/ISSUE DATE	CALENDAR DATE	REMARKS
Toy Ball	P024	Susan M. Kort; Robert J. Ivanic; Joseph Wong Wai Chung	United States	Serial No. 29/243,333	Filed 11/22/2005		PENDING. Assigned to Imperial Toy

SCHEDULE C

COPYRIGHTS

COPYRIGHT SUMMARY

No.	Copyright	Reg. No./ Serial No.	Reg. Date/ File Date
1.	Petite Miss Nail Designer Kit: no. 7044	VA804789	3/5/98
2.	Imperial Friendly Pebble Pet Goldie, the goldfish	VA854669	8/18/97
3.	Imperial Friendly Pebble Pet Fritz the Dachshud	VA854638	8/18/97
4.	Imperial Friendly Pebble Pet Freddie the Frog	VA854637	8/18/97
5.	Imperial Friendly Pebble Pet Claws the Lobster	VA854636	8/18/97
6.	Imperial Friendly Pebble Pet Mr. Beaks the Toucan	VA854635	8/18/97
7.	Imperial Friendly Pebble Pet Fin the Dolphin	VA854634	8/18/97
8.	Imperial Friendly Pebble Pet Roary the Lion	VA854633	8/18/97
9.	Imperial Friendly Pebble Pet Shelly the Turtle	VA854632	8/18/97
10.	Imperial Friendly Pebble Pet Tux the Penguin	VA854631	8/18/97
11.	Imperial Friendly Pebble Pet Bubbles the Whale	VA854630	8/18/97

No.	Copyright	Reg. No./ Serial No.	Reg. Date/ File Date
12.	Petite Miss Nail Designer Kit: no. 7075	VA786677	4/2/97
13.	[Master Marksman]	VA495096	3/6/92
14.	Fun Flavors Scented Lip Gloss	VA522876	5/1/92
15.	Fun Flavors Scented Lip Gloss	VA522875	5/1/92
16.	Petite Miss California Collection Cosmetic Set: no. 7017A	VA523472	5/1/92
17.	Petite Miss California Collection Cosmetic Set: no. 7018A	VA523471	5/1/92
18.	Petite Miss Fun Flavors Scented Lip Gloss: no. 7020D	VA523470	5/1/92
19.	Petite Miss Fun Flavors Scented Lip Gloss: no. 7020C	VA523469	5/1/92
20.	Fun Flavors Scented Lip Gloss: no. 7020A	VA491120	3/5/92
21.	Fun Flavors Scented Lip Gloss: no. 7020A	VA489024	2/19/92
22.	Tacky Wacky Wall Rollers	VA461768	3/11/91
23.	Tacky Wacky Wall Rollers	VA499668	3/11/91

No.	Copyright	Reg. No./ Serial No.	Reg. Date/ File Date
24.	Rosie and the Rockers: no. 7776	VAu170858	12/26/89
25.	Crawling Toy	VA297089	8/25/87
26.	Crawling Toy a.k.a. Wack-Robot	VA267803	7/13/87
27.	Chains, Charms 'N' Things	VA207166	11/8/85
28.	Chains, Charms, 'N' Things	VA206087	11/8/85
29.	Flying Horse Fantasy Creature	VA131112	7/22/83
30.	Dragon Fantasy Creature	VA131111	7/22/83
31.	Two Headed Dragon Fantasy Creature	VA131110	7/22/83
32.	Happy Cuties Fun Stickers: age 4 and up, no. 8006	VA65874	10/14/80
33.	Happy Cuties Fun Stickers: age 4 and up, no. 8006	VA64735	10/14/80
34.	[Miniature Toy Oval Serving Standing Serving Tray]	VA32407	8/27/79
35.	[Miniature Toy Oval Serving Tray Without Handles]	VA32406	8/27/79

No.	Copyright	Reg. No./ Serial No.	Reg. Date/ File Date
36.	[Miniature Toy Rectangular Serving Tray and Cover]	VA32405	8/27/79
37.	[Miniature Toy Round Serving Tray]	VA32404	8/27/79
38.	[Miniature Toy Coffee Pot and Cover]	VA32403	8/27/79
39.	[Miniature Toy Rectangular Serving Tray]	VA32402	8/27/79
40.	[Miniature Toy Water Pitcher]	VA32401	8/27/79
41.	[Miniature Toy Soup Tureen]	VA32400	8/27/79
42.	[Miniature Toy Tea Pot and Cover]	VA32399	8/27/79
43.	[Miniature Toy Standing Punch Bowl]	VA32398	8/27/79
44.	[Miniature Toy Round Dinner Plate]	VA32397	8/27/79
45.	[Miniature Toy Standing Platter & Cover]	VA32396	8/27/79
46.	[Miniature Toy Oval Serving Tray with Handles]	VA32395	8/27/79

No.	Copyright	Reg. No./ Serial No.	Reg. Date/ File Date
47.	Super Miracle Bubble Bottle		3/21/05