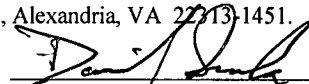


CERTIFICATE OF MAILING

I hereby certify that this document is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Trademarks, P.O. Box 1451, Alexandria, VA 22313-1451.

Date: December 12, 2008


Daniel Smola

Attorney Docket: GN-2 (#90682)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE
THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of U.S. Trademark Registration No. 1,564,798
Based on Application Serial No. 73/786,331 filed March 13, 1989
For the Mark: OOPSIE DAISY
Date Registered: November 7, 1989

Ragdoll Worldwide Ltd)
)
Petitioner,)
)
v.)
)
Itoys Inc.)
(successor- in-interest to Irwin Toy Limited)
as shown by the accompanying assignment)
being filed contemporaneously herewith))
)
Respondent)

Cancellation No. 92049944

RESPONDENT'S ANSWER TO PETITION FOR CANCELLATION

Respondent, Itoys Inc., answers the Petition for Cancellation filed by Ragdoll

Worldwide Ltd ("Petitioner") as follows:

1. Petitioner is a British private liability company with a principal place of business at Pinewood Studios, Pinewood Road, Iver Heath, Buckinghamshire, SLO ONH United Kingdom.

ANSWER: Respondent is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 1 of the Petition for Cancellation and therefore denies the same.



12-15-2008

2. The Registration sought to be cancelled herein covers the words OOPSIE DAISY as applied to dolls in International Class 28.

ANSWER: Respondent admits that Registration No. 1,564,798 is for the mark OOPSY DAISY as applied to dolls in International Class 28.

3. Upon information and belief, Registrant began selling its OOPSIE DAISY crawling doll in the U.S. in 1988. Upon further information and belief, the OOPSIE DAISY doll was initially very successful but was soon recalled due to design problems.

ANSWER: Respondent admits that it or its predecessor began selling the OOPSIE DAISY crawling doll in the U.S. in 1988 and that the doll was initially very successful and that the doll had initial design problems, but denies the remaining allegations of Paragraph 3 of the Petition for Cancellation.

4. Upon information and belief, the OOPSIE DAISY product was relaunched in 1989, but it never reached the success of the initial launch.

ANSWER: Respondent admits that the OOPSIE DAISY product had high initial sales, which subsequently decreased, and denies the remaining allegations of Paragraph 4 of the Petition for Cancellation.

5. Upon information and belief, Irwin only used the OOPSIE DAISY mark in conjunction with the crawling doll.

ANSWER: Respondent admits the OOPSIE DAISY mark is only used with the crawling doll, and for lack of a definition of "Irwin" denies the remaining allegations in Paragraph 5 of the Petition for Cancellation.

6. Upon information and belief, Irwin Toy Limited was sold to a private investment group in 2001 and thereafter filed for bankruptcy in 2003.

ANSWER: Respondent admits that a private investment group acquired Irwin Toy Limited in 2001. Respondent denies the remaining allegations in Paragraph 6 of the Petition for Cancellation.

7. Upon information and belief, Registrant was officially shut down in 2003 and the former owners of Registrant thereafter purchased back some of the names and products through their new company, iToys.

ANSWER: Respondent admits that Irwin Toy Limited was officially shut down in 2003 and that its former owners purchased a series of trademarks and products owned by Irwin Toy Limited.

8. Upon information and belief, Registrant has not sold products in the U.S. under the OOPSIE DAISY brand for many years.

ANSWER Respondent denies the allegation in Paragraph 8 of the Petition for Cancellation.

9. Upon information and belief, the OOPSIE DAISY doll was no longer available for sale in the United States as of Registrant's 2003 bankruptcy filing.

ANSWER: Respondent denies the allegation in Paragraph 9 of the Petition for Cancellation.

10. Upon information and belief, no OOPSIE DAISY dolls have been marketed in the U.S. since Registrant's 2003 bankruptcy filing, if not since several years earlier.

ANSWER: Respondent denies the allegation in paragraph 10 of the Petition for Cancellation.

11. Under 15 U.S.C. §1127, Registrant's non-use of the OOPSIE DAISY mark for two consecutive years constituted *prima facie* abandonment.

ANSWER: Respondent denies the allegation in Paragraph 11 of the Petition for Cancellation.

12. Based on all of the foregoing, the Registration should be cancelled on the basis of abandonment.

ANSWER: Respondent denies the allegation in Paragraph 12 of the Petition for Cancellation.

13. On or about August 10, 2007, Petitioner filed an application to register the word mark UPSY DAISY in International Class 028 and was assigned Serial No. 77/252614. Petitioner's UPSY DAISY mark is the name of a character in the television series "In the Night Garden" which is broadcast in many countries worldwide. Petitioner's Class 028 UPSY DAISY application covered the following proposed goods:

Toys, games and playthings, namely, gymnastic and sporting articles namely, gymnastic horizontal bars; gymnastic parallel bars; gymnastic training stools; gymnastic vaulting horses; handheld electronic devices that incorporate electronic game software; bubble-making wand and solution sets; card games; flying discs; kites; infant's rattles; dolls and dolls' clothing, accessories for dolls, dolls' houses, dolls' furniture, doll's furniture accessories; teddy bears; stuffed toys; soft sculpture plush toys; soft sculpture toys; soft sculpture plush toys with electronic components; soft sculpture plush musical pull-string toys; building blocks; toy action figures; toy vehicles; scale model vehicles; toy building structures and toy vehicle tracks; jigsaw puzzles; musical toys; board games; balloons and playground balls; pogo sticks; stilts; toy scooters; toy sleighs; snowboards; water boards; surfboards; infant play sets for interactive and reactive play, namely, crib carousels, crib gyms, crib mobiles; play sets consisting of clothing and accessories for use with toy action figures; jokes and novelty items, namely, paper masks, noise-makers, wind up toys, water squirting toys, magic tricks, party favors in the nature of small toys; jigsaw puzzles, manipulative puzzles and cube-type puzzles; costume masks; toy masks; kites; decorations for Christmas trees; Christmas trees of synthetic material; ride-on toys; battery-operated ride-on toys; skateboards; skates; skating boots with skates attached;

gloves for games, namely baseball gloves and golf gloves; puppets; marionettes; baseball and softball bats; playground balls; sport balls; foam balls; soccer balls; baseballs; basketballs; exercise weights; marbles; paddling pools; play swimming pools; floats for bathing and swimming; inflatable bath and pool toys, toy pails; toy shovels; swimming aids, namely, armbands and rings used as flotation devices; arm pads for use in athletics, namely, baseball, basketball, cycling, football, hockey, martial arts, soccer, skateboarding and wrestling, shin pads for use in athletics, namely, baseball, basketball, cycling, football, hockey, martial arts, skateboarding, soccer and wrestling, and knee pads for use in baseball, basketball, cycling, football, hockey, martial arts, soccer, skateboarding, soccer and wrestling; toboggans; snow sleds for recreational use.

ANSWER: Respondent is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 13 of the Petition for Cancellation and therefore denies the same.

14. Petitioner's UPSY DAISY application engendered an Office Action dated 2007, which raised a likelihood of confusion with the OOPSIE DAISY registration.

ANSWER: Respondent is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 14 of the Petition for Cancellation and therefore denies the same.

15. Petitioner responded to such Office Action on May 27, 2008 and its response was met with a final Office Action dated July 8, 2008 which maintained the earlier refusal.

ANSWER: Respondent is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 15 of the Petition for Cancellation and therefore denies the same.

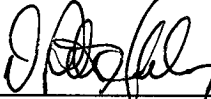
16. Although Petitioner disagrees that there could be a likelihood of confusion between the abandoned OOPSIE DAISY and its UPSY DAISY television character, the continued registration of Registrant's long-abandoned mark plainly interferes with Petitioner's effort to register UPSY DAISY.

ANSWER: Respondent denies that the mark OOPSIE DAISY is abandoned.

Respondent is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained in Paragraph 16 of the Petition for Cancellation and therefore denies the same.

Respectfully submitted,

Date: December 12, 2008

By: 

D. PETER HOCHBERG CO., L.P.A.
The Baker Building, 6th Floor
1940 East 6th Street
Cleveland, Ohio 44114
Phone: (216) 771-3800 / Fax: (216) 771-3804

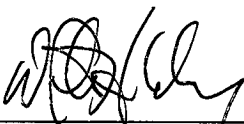
D. Peter Hochberg
Reg. No. 24,603
Attorney for Respondent

Certificate of Service

I hereby certify that a copy of the foregoing RESPONDENT'S ANSWER TO PETITION FOR CANCELLATION was served on the following, via first class mail, postage prepaid, on the date noted below:

Mitchell D. Bernstein, Esq.
Moses & Singer LLP
405 Lexington Avenue
New York, NY 10174-1299
Phone: (212) 554-7800

Date: December 12, 2008

By: 
D. Peter Hochberg

* * * Memory TX Result Report (Nov. 27. 2008 5:59AM) * * *

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Time: Nov. 27. 2008 5:54AM

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| E. 1) Hang up or line fail | E. 2) Busy |
| E. 3) No answer | E. 4) No facsimile connection |
| E. 5) Exceeded max. E-mail size | |

Form PTO-1594 (Rev. 07/05) U.S. DEPARTMENT OF COMMERCE
 OMB Collection 0551-0027 (exp. 03/31/2008) United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY Att. Docket No. GN-2 (#90682)

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

| | | | |
|--|--|--|--|
| 1. Name of conveying party(ies): 1.) Irwin Toy Limited (Canada corp.) 2.) Ernst & Young Inc. (U.S. corp. and interior receiver of Irwin Toy Limited) | | 2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Name: <u>Truys Inc.</u> Internal Address: Street Address: <u>905 King Street West, Suite 700</u> City: <u>Toronto</u> State: Country: <u>Canada</u> Zip: <u>M6K 3G9</u> | |
| <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>see above</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) <u>see above</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | <input type="checkbox"/> Association Citizenship <input type="checkbox"/> General Partnership Citizenship <input type="checkbox"/> Limited Partnership Citizenship <input checked="" type="checkbox"/> Corporation Citizenship <u>Canada</u> <input type="checkbox"/> Other _____ Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) | |
| 3. Nature of conveyance / Execution Date(s) : Execution Date(s) <u>03/20/2003</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ | | 4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>1564798</u> Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): <u>OOPSIE DAISY</u> | | | |
| 5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>D. Peter Hochberg, D. Peter Hochberg Co., L.P.A.</u> Internal Address: Street Address: <u>1940 East 6th Street - 6th Floor</u> City: <u>Cleveland</u> State: <u>OH</u> Zip: <u>44114</u> Phone Number: <u>(216) 771-3800</u> Fax Number: <u>(216) 771-3804</u> Email Address: <u>dphdocket@dpeterhochberg.com</u> | | 6. Total number of applications and registrations involved: <u>1</u> 7. Total fee (37 CFR 2.8(b)(5) & 3.41) \$ <u>40.00</u> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed | |
| 8. Signature: <u>[Signature]</u> Signature <u>D. Peter Hochberg</u> Name of Person Signing | | 8. Payment Information: a. Credit Card Last 4 Numbers <u>2001</u> Expiration Date <u>03/2012</u> b. Deposit Account Number _____ Authorized User Name <u>D. Peter Hochberg</u> Date <u>November 26, 2008</u> Total number of pages including cover sheet, attachments, and document: _____ | |

Documents to be recorded (including cover sheet) should be faxed to (877) 272-6146, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1469, Alexandria, VA 22315-1450

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY Att. Docket No. GN-2 (#90682)

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

1. Name of conveying party(ies):

1.) Irwin Toy Limited (Canada corp.)
2.) Ernst & Young Inc. (U.S. corp. and interim receiver of Irwin Toy Limited)

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

Citizenship (see guidelines) see above

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

- Yes
- No

Additional names, addresses, or citizenship attached?

Name: Itoys Inc.

Internal Address: _____

Address: _____

Street Address: 905 King Street West, Suite 700

City: Toronto

State: _____

Country: Canada Zip: M6K 3G9

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Canada
- 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) 03/20/2003

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1564798

Additional sheet(s) attached? Yes No

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

OOPSIE DAISY

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

Name: D. Peter Hochberg, D. Peter Hochberg Co., L.P.A.

Internal Address: _____

Street Address: 1940 East 6th Street - 6th Floor

City: Cleveland

State: OH Zip: 44114

Phone Number: (216) 771-3800

Fax Number: (216) 771-3804

Email Address: dphdocket@dpeterhochberg.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

8. Payment Information:

a. Credit Card Last 4 Numbers 2001
Expiration Date 05/2012

b. Deposit Account Number _____

Authorized User Name D. Peter Hochberg

9. Signature:

Signature

November 26, 2008

Date

D. Peter Hochberg

Name of Person Signing

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

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

Credit Card Payment Form
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Please Read Instructions before Completing this Form

Credit Card Information

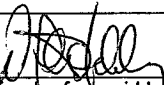
Credit Card Type: Visa MasterCard American Express Discover

Credit Card Account #: ~~XXXXXXXXXXXX01~~

Credit Card Expiration Date: May 2012

Name as it Appears on Credit Card: D. Peter Hochberg

Payment Amount: \$ (US Dollars): 40.00---

Cardholder Signature: 

Date: *November 26, 2008*

Refund Policy: The USPTO may refund a fee paid by mistake or in excess of that required. A change of purpose after the payment of a fee will not entitle a party to a refund of such fee. The USPTO will not refund amounts of \$25.00 or less unless a refund is specifically requested and will not notify the payor of such amounts (37 CFR 1.26). Refund of a fee paid by credit card will be issued as a credit to the credit card account to which the fee was charged.

Service Charge: There is a \$50.00 service charge for processing each payment refused (including a check returned "unpaid") or charged back by a financial institution (37 CFR 1.21 (m)).

Credit Card Billing Address

Street Address 1: D. Peter Hochberg Co., L.P.A.

Street Address 2: 1940 East 6th Street - 6th Floor

City: Cleveland

State/Province: OH

Zip/Postal Code: 44114

Country: U.S.

Daytime Phone #: 216-771-3800

Fax #: 216-771-3804

Request and Payment Information

Description of Request and Payment Information: Assignment Recordation Fee

| <input type="checkbox"/> Patent Fee | <input type="checkbox"/> Patent Maintenance Fee | <input checked="" type="checkbox"/> Trademark Fee | <input type="checkbox"/> Other Fee |
|--------------------------------------|---|---|------------------------------------|
| Application No. | Application No. | Application No. 73/786,331 | IDON Customer No. |
| Patent No. | Patent No. | Registration No. 1,564,798 | |
| Attorney Docket No. GN-2 (#90682) | | Identify or Describe Mark OOPSIE DAISY | |

If the cardholder includes a credit card number on any form or document other than the Credit Card Payment Form or submits this form electronically via EFS-Web, the United States Patent and Trademark Office will not be liable in the event that the credit card number becomes public knowledge.

ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS IRWIN TOY LIMITED, (hereinafter referred to as "IRWIN"), is the registered owner of the intellectual property identified in Schedule A (hereinafter referred to as the "IP Rights");

WHEREAS ERNST & YOUNG INC., whose full post office address is 222 Bay Street, 29th Floor, Ernst & Young Tower, Toronto Dominion Centre, Toronto, Ontario, M5K 1J7 (hereinafter referred to as the "Assignor") was appointed as interim receiver of Irwin pursuant to an Order of the Honourable Mr. Justice Farley of the Ontario Superior Court of Justice (Commercial List) dated January 15, 2003;

WHEREAS ITOYS INC., whose full post office address is 230 Inglewood Drive, Toronto, Ontario, M4T 1J1 (hereinafter referred to as the "Assignee") is desirous of acquiring the entire right, title and interest of Irwin in and to the IP Rights;

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor declares as follows:

The Assignor, for and on behalf of Irwin, hereby assigns and transfers to the Assignee, without warranty as to the registrability or validity thereof, IRWIN's entire right, title and interest in and to the IP Rights, including without limitation, (i) the industrial design applications and registrations set out in Schedule A hereto and the industrial designs described, shown and claimed therein; and (ii) the patents and applications identified in Schedule A hereto and the inventions described or claimed therein, and any and all continuations, continuations-in-part, divisions, renewals, reissues and substitutes for said patents and applications, and in and to any and all Letters Patent which may be granted on or as a result of the said applications and any issue or reissues or extensions or re-examinations of said Letters Patent, the same to be held and enjoyed by the Assignee, as fully and entirely as the same could have been held and enjoyed by the Assignor if this assignment and transfer had not been made.

The Assignor authorizes and empowers the Assignee, its assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for any invention set out in the attached schedule or for additions and modifications thereto, filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from the Assignor.

The Commissioner of Patents & Trademarks is hereby authorized and requested to issue said Letters Patent to the Assignee, for its sole use and benefit; and for the use and benefit of its successors and assigns, to the full end of the term for which Letters Patent may be granted, as

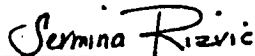
fully and entirely as the same would have been held by the Assignor had this assignment and transfer not been made.

The Assignor undertakes and agrees to execute, at the request and expense of the Assignee, such further assurances as may be reasonably required in order to permit the Assignee to obtain recording of this Agreement.

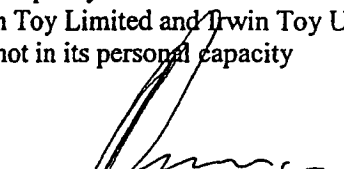
IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed and signed by their duly authorized officers, this 20th day of March, 2003.

ERNST & YOUNG INC.
in its capacity as Interim Receiver of
Irwin Toy Limited and Irwin Toy USA Inc.
and not in its personal capacity


Witnessed by:


Name: Sermina Rizvic
Address:

By:



Name: Joe Pernica
Title: Senior Vice-President

Witnessed by:


Name: Don Glavats
Address:

ITOYS INC.

By:


Name: Peter Irwin
Title: President

Schedule "A"
Intellectual Property

EXHIBIT B

IRWIN TRADENAMES

| PARCEL # | TRADE NAME | PRODUCT CATEGORY | COUNTRY | TRADE MARK | FILING DATE | FILING NO. | REG. DATE | REG. NO. | STATUS |
|----------|-----------------|------------------|-------------|--|--------------|------------|----------------|-------------|--|
| AA 1 | IRWIN CORPORATE | CORPORATE | CANADA | NOUS NOUS PAPPELONS NOTRE ENFANCE! (OPERATION OF BUSINESS) | | | 30-Jun-89 | TMA 357,865 | REGISTERED * RENEWAL DUE JUNE 30, 2004 |
| AA 1 | IRWIN CORPORATE | CORPORATE | AUSTRALIA | IT/IRWIN TOY & Ball Design (wares) | | | Dec. 10, 2001 | 659793 | REGISTERED * RENEWAL DUE DEC. 4, 2010 |
| AA 1 | IRWIN CORPORATE | CORPORATE | CANADA | IRWIN | | | 20-Jun-00 | TMA 529,536 | REGISTERED * RENEWAL DUE JUNE 20, 2015 |
| AA 1 | IRWIN CORPORATE | CORPORATE | CANADA | IRWIN DESIGN | | | 20-Jun-00 | TMA 529,535 | REGISTERED * RENEWAL DUE JUNE 20, 2015 |
| AA 1 | IRWIN CORPORATE | CORPORATE | CANADA | IT/IRWIN TOY & BALL DESIGN (WARES) | | | 22-May-02 | TMA 562,285 | REGISTERED * RENEWAL DUE MAY 22, 2017 |
| AA 1 | IRWIN CORPORATE | CORPORATE | CANADA | IT/IRWIN TOY & BALL DESIGN (SERVICES) | | | 22-May-02 | TMA 562,276 | REGISTERED * RENEWAL DUE MAY 22, 2017 |
| AA 1 | IRWIN CORPORATE | CORPORATE | CANADA | WE REMEMBER WHEN WE WERE KIDS! | | | 31-Aug-90 | TMA 372,618 | REGISTERED * RENEWAL DUE AUGUST 31, 2005 |
| AA 1 | IRWIN CORPORATE | CORPORATE | CTM | IRWIN | | | Sept. 11, 1998 | 180994 | REGISTERED * RENEWAL DUE APR. 1, 2006 |
| AA 1 | IRWIN CORPORATE | CORPORATE | CTM | IT/IRWIN TOY & Ball Design (services) | Dec. 4, 2000 | 1987890 | | | IN EXAMINATION |
| AA 1 | IRWIN CORPORATE | CORPORATE | CTM | WE REMEMBER WHEN WE WERE KIDS! | | | July 9, 1998 | 180651 | REGISTERED * RENEWAL DUE APR. 1, 2006 |
| AA 1 | IRWIN CORPORATE | CORPORATE | NEW ZEALAND | IT/IRWIN TOY & Ball Design (Class 25) | | | June 6, 2001 | 628348 | REGISTERED * RENEWAL DUE June 2, 2007 |
| AA 1 | IRWIN CORPORATE | CORPORATE | NEW ZEALAND | IT/IRWIN TOY & Ball Design (Class 29) | | | July 8, 2002 | 628349 | REGISTERED * RENEWAL DUE July 2, 2007 |

3/12/2003

EXHIBIT B

IRWIN TRADENAMES

| PARCEL # | TRADE NAME | PRODUCT CATEGORY | COUNTRY | TRADE MARK | FILING DATE | FILING NO. | REG. DATE | REG. NO. | STATUS |
|----------|-----------------|------------------|---------------|---------------------------------------|--------------|------------|---------------|-----------|---|
| AA 1 | IRWIN CORPORATE | CORPORATE | NEW ZEALAND | IT/IRWIN TOY & Ball Design (Class 35) | | | June 6, 2001 | 628350 | REGISTERED * RENEWAL DUE June 2, 2007 |
| AA 1 | IRWIN CORPORATE | CORPORATE | UNITED STATES | IRWIN TOY | | | Mar. 30, 1993 | 1,761,500 | REGISTERED * RENEWAL DUE March 30, 2003 |
| AA 1 | IRWIN CORPORATE | CORPORATE | UNITED STATES | IRWIN | | | Feb. 2, 1993 | 1,750,242 | REGISTERED * RENEWAL DUE Feb. 2, 2003 |
| AA 1 | IRWIN CORPORATE | CORPORATE | UNITED STATES | IT/IRWIN TOY & Ball Design (services) | Dec. 4, 2000 | 76/176,111 | | | IN EXAMINATION |
| AA 1 | IRWIN CORPORATE | CORPORATE | UNITED STATES | IT/IRWIN TOY & Ball Design (wares) | Dec. 4, 2000 | 76/174,940 | | | IN EXAMINATION |
| AA 1 | IRWIN CORPORATE | CORPORATE | UNITED STATES | WE REMEMBER WHEN WE WERE KIDS! | | | Nov. 16, 1993 | 1,804,952 | REGISTERED * RENEWAL DUE Nov. 16, 2003 |

IRWIN DEVELOPED TRADEMARKS

| PARCEL # | IRWIN DEVELOPED | PRODUCT CATEGORY | COUNTRY | TRADE MARK | REG. DATE | REG. NO. | PATENT |
|----------|-------------------------|-----------------------|---------------|---------------------------|--------------|-------------|---------|
| CC 1 | IRWIN DEVELOPED | DOLLS | CANADA | OOPSIE DAISY & LIL OOPSIE | 10-Nov-80 | TMA 383,077 | |
| CC 1 | IRWIN DEVELOPED | DOLLS | CANADA | OOPSIE DAISY & LIL OOPSIE | 7-Sep-80 | TMA 373,186 | |
| CC 1 | IRWIN DEVELOPED | DOLLS | CTM | OOPSIE DAISY & LIL OOPSIE | July 9, 1988 | 180950 | |
| CC 1 | IRWIN DEVELOPED | DOLLS | UNITED STATES | OOPSIE DAISY & LIL OOPSIE | Nov. 7, 1989 | 1,684,798 | |
| CC 1 | 7908 /PATENT | ALL FOUR WALKING DOLL | USA | Oopsie Daisy | 9-Jul-91 | | 5030163 |
| CC 1 | 9885 /INDUSTRIAL DESIGN | ALL FOUR WALKING DOLL | SPAIN | Oopsie Daisy | 27-Jul-89 | | 111770 |
| CC 1 | 9894 /INDUSTRIAL DESIGN | ALL FOUR WALKING DOLL | SPAIN | Oopsie Daisy | 27-Jul-88 | | 111771 |
| CC 1 | 9971 /INDUSTRIAL DESIGN | ALL FOUR WALKING DOLL | SPAIN | Oopsie Daisy | 31-Mar-88 | | 112823 |

IRWIN DEVELOPED TRADEMARKS

| PARCEL # | IRWIN DEVELOPED | PRODUCT CATEGORY | COUNTRY | TRADE MARK | REG. DATE | REG. NO. | PATENT |
|----------|-----------------|---|---------|---------------------|-----------|-------------|---------|
| DD 1 | IRWIN DEVELOPED | DOLLS | CANADA | HUSH LITTLE BABY | 6-Dec-81 | TMA 391,195 | |
| DD 1 | IRWIN DEVELOPED | DOLLS | CANADA | HUSH-A-BYE BABY | 19-Jan-90 | TMA 364,596 | |
| DD 1 | 9060 /PATENT | MECHANISM FOR DOLLS ALLOWING SUCKING MOVEMENT | CANADA | HUSH-A-BYE BABY | 2-Aug-94 | | 2023931 |
| DD 1 | 10683/PATENT | MECHANISM FOR DOLLS ALLOWING SUCKING MOVEMENT | CANADA | HUSH-A-BYE BABY | 27-Aug-96 | | 2119282 |
| DD 1 | 9080 /PATENT | MECHANISM FOR THE CRYING AND SUCKING MOTION OF DOLLS | USA | HUSH-A-BYE BABY | 3-Mar-92 | | 5092811 |

IRWIN DEVELOPED TRADEMARKS

| PARCEL # | PRODUCT CATEGORY | COUNTRY | TRADE MARK | TOOLS/LOCATION | TOOLS/LOCATION |
|----------|------------------|---------|---------------------|----------------|----------------|
| EE 1 | 3D SNAKES | | 3D SNAKES & LADDERS | HONG KONG | CANADA |
| | | | | KINKI | HANNA |

3/6/2003

IRWIN DEVELOPED TRADEMARKS

| PARCEL # | IRWIN DEVELOPED | PRODUCT CATEGORY | COUNTRY | TRADE MARK | REG. DATE | REG. NO. |
|----------|-----------------|------------------|----------------|-------------|----------------|-------------|
| FF 1 | IRWIN DEVELOPED | FRUSTRATION | AUSTRALIA | AGITATION | Oct. 25, 1997 | 747404 |
| FF 1 | IRWIN DEVELOPED | FRUSTRATION | CANADA | POP-A-DICE | 25-02-85 | TMA 307,540 |
| FF 1 | IRWIN DEVELOPED | FRUSTRATION | FRANCE | FRUSTRATION | March 24, 1990 | 1532550 |
| FF 1 | IRWIN DEVELOPED | FRUSTRATION | UNITED KINGDOM | AGITATION | Sept 25, 1993 | 2,004,176 |
| FF 1 | IRWIN DEVELOPED | FRUSTRATION | UNITED KINGDOM | TEMPTATION | Aug. 2, 1998 | 2,004,177 |
| FF 1 | IRWIN DEVELOPED | FRUSTRATION | UNITED STATES | POP-A-DICE | Sept. 18, 1988 | 1,400,503 |
| FF 1 | IRWIN DEVELOPED | FRUSTRATION | UNITED STATES | FRUSTRATION | Jan. 30, 1990 | 1,570,189 |

IRWIN DEVELOPED TRADEMARKS

| PARCEL # | IRWIN DEVELOPED | PRODUCT CATEGORY | COUNTRY | TRADE MARK | REG. DATE | REG. NO. |
|----------|-----------------|------------------|----------------|---------------|----------------|-------------|
| HH 1 | IRWIN DEVELOPED | TRAVEL GAMES | AUSTRALIA | INLINE | 54PL 7, 1997 | 721031 |
| HH 1 | IRWIN DEVELOPED | TRAVEL GAMES | CANADA | INLINE DESIGN | 23-Feb-00 | TMA 523,578 |
| HH 1 | IRWIN DEVELOPED | TRAVEL GAMES | SOUTH AFRICA | INLINE | Oct. 7, 1999 | 98/15691 |
| HH 1 | IRWIN DEVELOPED | TRAVEL GAMES | NEW ZEALAND | INLINE | June 22, 1998 | 208934 |
| HH 1 | IRWIN DEVELOPED | TRAVEL GAMES | UNITED KINGDOM | INLINE | Oct. 31, 1996 | 2,114,565 |
| HH 1 | IRWIN DEVELOPED | TRAVEL GAMES | FRANCE | EN LIGHE | March 16, 1997 | 98653,788 |
| HH 1 | IRWIN DEVELOPED | TRAVEL GAMES | AUSTRALIA | SEA BATTLE | May 7, 1998 | 721032 |
| HH 1 | IRWIN DEVELOPED | TRAVEL GAMES | CANADA | BATTLE CHASE | 15-Sep-95 | TMA 447,235 |
| HH 1 | IRWIN DEVELOPED | TRAVEL GAMES | FRANCE | CURASSE | March 16, 1997 | 98653,788 |
| HH 1 | IRWIN DEVELOPED | TRAVEL GAMES | CANADA | FRUSTRATION | 11-May-94 | TMA 280,840 |
| HH 1 | IRWIN DEVELOPED | TRAVEL GAMES | CANADA | SEA BATTLE | 2-MAY-97 | TMA 475,823 |
| HH 1 | IRWIN DEVELOPED | TRAVEL GAMES | UNITED STATES | SEA BATTLE | June 15, 1998 | 2,253,993 |

IRWIN DEVELOPED TRADEMARKS

| PARCEL # | IRWIN DEVELOPED | PRODUCT CATEGORY | COUNTRY | TRADE MARK | REG. DATE | REG. NO. | STATUS |
|----------|-----------------|------------------|---------|-----------------------|-----------|-------------|--|
| RR 1 | IRWIN DEVELOPED | ROD HOCKEY | CANADA | PLAY-OFF | 27-Dec-91 | TMA 382,325 | REGISTERED RENEWAL DUE DECEMBER 27, 2008 |
| RR 1 | IRWIN DEVELOPED | ROD HOCKEY | CANADA | POWER PLAY 2 | | | NOT REGISTERED |
| RR 1 | IRWIN DEVELOPED | ROD HOCKEY | CANADA | PRO STAR 2 | | | NOT REGISTERED |
| RR 1 | IRWIN DEVELOPED | ROD HOCKEY | CANADA | MINI STICK HOCKEY SET | | | NOT REGISTERED |
| RR 1 | IRWIN DEVELOPED | ROD HOCKEY | CANADA | MINI STICKS | | | NOT REGISTERED |

IRWIN DEVELOPED TRADEMARKS

| PARCEL # | IRWIN DEVELOPED | PRODUCT CATEGORY | COUNTRY | TRADE MARK | FILING DATE | FILING NO. | REG. DATE | REG. NO. | STATUS |
|----------|-----------------|------------------|---------------|----------------------|-------------|------------|---------------|-------------|--|
| VV 3 | IRWIN DEVELOPED | DOLLS | CANADA | BABY FIRST STEPS | | | 6-Dec-91 | TMA 391,360 | REGISTERED * RENEWAL DUE DECEMBER 6, 2006 |
| VV 3 | IRWIN DEVELOPED | DOLLS | CANADA | BABY LOVING FEELINGS | | | 25-Nov-94 | TMA 438,403 | REGISTERED * RENEWAL DUE NOVEMBER 25, 2009 |
| VV 3 | IRWIN DEVELOPED | DOLLS | CANADA | BABY SHIVERS | | | 10-Nov-99 | TMA 383,098 | REGISTERED * RENEWAL DUE NOVEMBER 10, 2004 |
| VV 3 | IRWIN DEVELOPED | DOLLS | CANADA | BABY WALKS WITH ME | | | 12-Feb-93 | TMA 407,864 | REGISTERED * RENEWAL DUE FEBRUARY 12, 2008 |
| VV 3 | IRWIN DEVELOPED | DOLLS | CANADA | BABY'S LITTLE WORLD | | | 22-Oct-93 | TMA 418,528 | REGISTERED * RENEWAL DUE OCTOBER 22, 2008 |
| VV 3 | IRWIN DEVELOPED | DOLLS | CANADA | CLEVER CUTIE | | | 29-Apr-97 | TMA 475,388 | REGISTERED * RENEWAL DUE APRIL 29, 2012 |
| VV 3 | IRWIN DEVELOPED | DOLLS | CANADA | DARLING DREAMER | | | 7-Dec-90 | TMA 376,944 | REGISTERED * RENEWAL DUE DECEMBER 7, 2005 |
| VV 3 | IRWIN DEVELOPED | DOLLS | CANADA | KISSY KISSY BABY | | | 7-Nov-00 | TMA 536,797 | REGISTERED * RENEWAL DUE NOVEMBER 7, 2015 |
| VV 3 | IRWIN DEVELOPED | DOLLS | UNITED STATES | KISSY KISSY BABY | | | Sept. 5, 2000 | 2,384,026 | REGISTERED * RENEWAL DUE Sept. 5, 2010 |
| VV 3 | IRWIN DEVELOPED | DOLLS | UNITED STATES | L'il Mami's FACES | | | Aug. 26, 1997 | 2,092,072 | REGISTERED * RENEWAL DUE Aug. 26, 2007 |
| VV 3 | IRWIN DEVELOPED | DOLLS | AUSTRALIA | FACES | | | | | * RENEWAL DUE FEB. 26, 2006 |
| VV 3 | IRWIN DEVELOPED | DOLLS | CANADA | L'il MAKIN' FACES | | | 12-Mar-99 | TMA 509,285 | REGISTERED * RENEWAL DUE MARCH 12, 2014 |
| VV 3 | IRWIN DEVELOPED | DOLLS | CANADA | NEHUCO | 16-Jan-00 | 1,043,118 | | | ALLOWED |
| VV 3 | IRWIN DEVELOPED | DOLLS | CANADA | PEEK N' SEEK | 28-Mar-01 | 1,097,723 | | | ADVERTISED |
| VV 3 | IRWIN DEVELOPED | DOLLS | CANADA | PEEK-A-BOO BABY | 20-Nov-97 | 862,710 | | | ALLOWED |

3/6/2003

IRWIN DEVELOPED TRADEMARKS

| | | | | | | | | | |
|------|-----------------|-------|--------|-------------------------------------|--|--|-----------|-------------|--|
| VV 3 | IRWIN DEVELOPED | DOLLS | CANADA | SWEET CHEEKS | | | 5-Apr-91 | TMA 382,879 | REGISTERED * RENEWAL DUE APRIL 5, 2006 |
| VV 3 | IRWIN DEVELOPED | DOLLS | CANADA | TEENY WEEENY FAMILIES | | | 30-Jan-97 | TMA 470,180 | REGISTERED * RENEWAL DUE JANUARY 30, 2012 |
| VV 3 | IRWIN DEVELOPED | DOLLS | CANADA | TENDER TREASURES | | | 25-Nov-94 | TMA 436,442 | REGISTERED * RENEWAL DUE NOVEMBER 25, 2008 |
| VV 3 | IRWIN DEVELOPED | DOLLS | CANADA | THE TWINS TWO OF A KIND & DESIGN | | | 23-Oct-92 | TMA 404,088 | REGISTERED * RENEWAL DUE OCTOBER 23, 2007 |
| VV 3 | IRWIN DEVELOPED | DOLLS | CANADA | TINY TALKERS | | | 28-Feb-92 | TMA 394,844 | REGISTERED * RENEWAL DUE FEBRUARY 28, 2007 |
| VV 3 | IRWIN DEVELOPED | DOLLS | CANADA | UPSIE-OOPSIE DAISY | | | 8-Nov-00 | TMA 536,907 | REGISTERED * RENEWAL DUE NOVEMBER 8, 2015 |

IRWIN DEVELOPED TRADEMARKS

| PARCEL # | IRWIN DEVELOPED | PRODUCT CATEGORY | COUNTRY | TRADE MARK | FILING DATE | FILING NO. | REG. DATE | REG. NO. | STATUS |
|----------|-----------------|------------------|----------------|------------------------|-------------|------------|----------------|-------------|---|
| VV 5 | IRWIN DEVELOPED | PLUSH | CANADA | KITTY LOVE | 25-Jun-87 | 848,131 | | | ALLOWED |
| VV 5 | IRWIN DEVELOPED | PLUSH | CANADA | KITTY SO REAL | | | 6-Nov-00 | TMA 536,698 | REGISTERED * RENEWAL DUE NOVEMBER 6, 2015 |
| VV 5 | IRWIN DEVELOPED | PLUSH | CANADA | MOD HOGS | | | 7-Oct-88 | TMA 346,091 | REGISTERED * RENEWAL DUE OCTOBER 7, 2003 |
| VV 5 | IRWIN DEVELOPED | PLUSH | CANADA | PUPPY SO REAL | | | 6-Nov-00 | TMA 536,700 | REGISTERED * RENEWAL DUE NOVEMBER 6, 2015 |
| VV 5 | IRWIN DEVELOPED | PLUSH | GERMANY | TEDDY WARMEHEART | | | Sept. 17, 1996 | 39624319 | REGISTERED * RENEWAL DUE MAY 31, 2006 |
| VV 5 | IRWIN DEVELOPED | PLUSH | UNITED KINGDOM | TEDDY WARMEHEART | | | June 6, 1997 | 2,101,512 | REGISTERED * RENEWAL DUE MAY 31, 2006 |
| VV 5 | IRWIN DEVELOPED | PLUSH | CANADA | THIS LITTLE PIGGIES | | | 2-Oct-87 | TMA 332,629 | REGISTERED * RENEWAL DUE OCTOBER 2, 2002 |

RIGHTS, IF ANY UNDER LICENSE AGREEMENTS

| PARCEL # | LICENSED | PRODUCT CATEGORY | COUNTRY | TRADE MARK | FILING DATE | FILING NO. | STATUS |
|----------|-----------------|------------------|---------------|---------------------------|----------------|------------|--------------------------------|
| MM 1 | LIC - BOLLINGER | DOLLS | UNITED STATES | CHANGE ME LOVE ME BABY | Sept. 10, 2002 | 76/449,707 | FORMALIZED |
| MM 1 | LIC - BOLLINGER | DOLLS | AUSTRALIA | BABY LOTS' A DIAPERS | June 4, 2002 | 915215 | APPROVED |
| MM 1 | LIC - BOLLINGER | DOLLS | CTM | BABY LOTS' A DIAPERS | June 7, 2002 | 2726566 | FORMALIZED |
| MM 1 | LIC - BOLLINGER | DOLLS | UNITED STATES | BABY LOTS' A DIAPERS | June 4, 2002 | 76/418,783 | FORMALIZED |
| MM 1 | LIC - BOLLINGER | DOLLS | CANADA | BABY LOTS' A DIAPERS | 3-Jun-02 | 1,142,666 | FORMALIZED |
| MM 1 | LIC - BOLLINGER | DOLLS | AUSTRALIA | CHANGE ME LOVE ME BABY | Sept. 11, 2002 | 926591 | FORMALIZED |
| MM 1 | LIC - BOLLINGER | DOLLS | CTM | CHANGE ME LOVE ME BABY | Sept. 11, 2002 | 2845337 | FORMALIZED |
| MM 1 | IRWIN DEVELOPED | DOLLS | CANADA | CHANGE ME LOVE ME BABY | 10-Sep-02 | | AWAITING FILING PARTICULARS |

RIGHTS, IF ANY UNDER LICENSE AGREEMENTS

| PARCEL # | LICENSED | PRODUCT CATEGORY | COUNTRY | TRADE MARK | FILING DATE | FILING NO. | STATUS |
|----------|-----------------------|------------------|---------------|------------|---------------|------------|---------|
| NN 1 | LIC - SENTE CREATIONS | CRAFTS | CANADA | BEAD SCENE | 25-Apr-01 | 1,101,018 | ALLOWED |
| NN 1 | LIC - SANTE CREATIONS | CRAFTS | UNITED STATES | BEAD SCENE | July 26, 2001 | '76290,593 | ALLOWED |

RIGHTS, IF ANY UNDER LICENSE AGREEMENTS

| PARCEL # | LICENSED | PRODUCT CATEGORY | COUNTRY | TRADE MARK | FILING DATE | FILING NO. | REG. DATE | REG. NO. | STATUS |
|----------|---------------------------|------------------|----------------|----------------------------|------------------|------------|----------------|-------------|---|
| 001 | LC - MR. & MRS. BIRDSALL | BKC | CTM | BLAZIN' KEY CARS | | | Feb. 21, 2001 | 2043388 | REGISTERED * RENEWAL DUE JAN. 18, 2011 |
| 001 | LIC - MR. & MRS. BIRDSALL | BKC | SOUTH AFRICA | BLAZIN' KEY CARS | Jan. 2, 2001 | 700100029 | | | FORMALIZED |
| 001 | LC - MR. & MRS. BIRDSALL | BKC | CTM | BURNIN' KEY CARS | | | March 20, 2002 | 2043578 | REGISTERED * RENEWAL DUE JAN. 18, 2011 |
| 001 | LIC - MR. & MRS. BIRDSALL | BKC | SOUTH AFRICA | BURNIN' KEY CARS | Jan. 2, 2001 | 700100028 | | | FORMALIZED |
| 001 | LC - MR. & MRS. BIRDSALL | BKC | UNITED KINGDOM | BURNIN' KEY CARS | | | July 13, 2001 | 2,234,569 | REGISTERED * RENEWAL DUE June 1, 2010 |
| 001 | LIC - HRT | BKC | UNITED STATES | FIRE FANTASY | January 24, 2001 | 78/189,839 | | | FILE CLOSE |
| 001 | LIC - HRT | BKC | UNITED STATES | FLIP ZONE | Jan. 8, 2001 | 78/189,965 | | | FILE CLOSE |
| 001 | LIC - HRT | BKC | UNITED STATES | JUMP ZONE | Jan. 8, 2001 | 78/189,963 | | | FILE CLOSE |
| 001 | LC - MR. & MRS. BIRDSALL | BKC | CANADA | BKC DESIGN | | | 15-May-01 | TMA 545,130 | REGISTERED * RENEWAL DUE MAY 19, 2018 |
| 001 | LC - MR. & MRS. BIRDSALL | BKC | UNITED STATES | BKC DESIGN | | | July 16, 2002 | 2,595,534 | REGISTERED * RENEWAL DUE July 16, 2012 |
| 001 | LC - MR. & MRS. BIRDSALL | BKC | CANADA | BLAST ZONE | 8-Jan-01 | 1,088,286 | | | ALLOWED |
| 001 | LIC - HRT | BKC | UNITED STATES | BLAST ZONE | Jan. 8, 2001 | 78/189,964 | | | FILE CLOSE |
| 001 | LC - MR. & MRS. BIRDSALL | BKC | CANADA | BLAZIN' KEY CARS | | | 9-Jul-01 | TMA 547,859 | REGISTERED * RENEWAL DUE JULY 9, 2018 |
| 001 | LIC - MEYER GLASS | BKC | UNITED STATES | BRIDGE CHALLENGE | Jan. 24, 2001 | 78/189,838 | | | FILE CLOSE |
| 001 | LC - MR. & MRS. BIRDSALL | BKC | CANADA | BRIDGE CHALLENGE TRACK SET | 25-Jan-01 | 1,090,072 | | | APPROVED |

RIGHTS, IF ANY UNDER LICENSE AGREEMENTS

| PARCEL # | LICENSED | PRODUCT CATEGORY | COUNTRY | TRADE MARK | FILING DATE | FILING NO. | REG. DATE | REG. NO. | STATUS |
|----------|---------------------------|------------------|---------|---------------------|-------------|------------|-----------|-------------|---|
| 00 1 | LIC - MR. & MRS. BIRDSALL | BKC | CANADA | BURNINKEY CARS | | | 9-Jul-01 | TMA 547,879 | REGISTERED * RENEWAL DUE JULY 9, 2016 |
| 00 1 | LIC - HRT | BKC | CANADA | FIRE FANTASY SERIES | 23-Jul-01 | 1,090,085 | | | APPROVED |
| 00 1 | LIC - HRT | BKC | CANADA | FLIP ZONE | 6-Jul-01 | 1,089,259 | | | ADVERTISED |
| 00 1 | LIC - HRT | BKC | CANADA | JUMP ZONE | 8-Jul-01 | 1,089,237 | | | ALLOWED |

RIGHTS, IF ANY UNDER LICENSE AGREEMENTS

| PARCEL # | LICENSED | PRODUCT CATEGORY | COUNTRY | TRADE MARK | FILING DATE | FILING NO. | REG. DATE | REG. NO. | STATUS |
|----------|------------------------|------------------|---------------|----------------------|--------------|------------|---------------|-------------|---|
| UU 2 | LIC - SEVEN TOWNS | DOLLS | UNITED STATES | ANNE MOTION | | | Sept 2, 1987 | 2,083,495 | REGISTERED *RENEWAL DUE Sept. 2, 2007 |
| UU 2 | LIC - LUNG LCO | DOLLS | UNITED STATES | BABY TICKLES | Nov 10, 2000 | 70181,182 | | | ABANDONED |
| UU 2 | LIC - MEYER GLASS | DOLLS | UNITED STATES | BIRTHDAY WISH BABY | Nov 12, 1999 | 75590,882 | | | ABANDONED |
| UU 2 | LIC - SENTE CREATIONS | DOLLS | UNITED STATES | PEEK M SEEK | Nov 9, 2001 | 70334,205 | | | ABANDONED |
| UU 2 | LIC - SEVEN TOWNS | DOLLS | CANADA | ANNE MOTION | | | | | REGISTERED *RENEWAL DUE OCTOBER 23, 2011 |
| UU 2 | LICENSED | DOLLS | UNITED STATES | BABY HOKE N PEEK | Feb 17, 1998 | 15662,244 | | 25-Oct-88 | ABANDONED |
| UU 2 | LICENSED | DOLLS | CANADA | BABY HOKE N PEEK | 13-Feb-98 | 1,005,190 | | | ALLOWED |
| UU 2 | LICENSED | DOLLS | CANADA | BABY NINE | | | | 8-Oct-98 | REGISTERED *RENEWAL DUE DECEMBER 18, 2014 |
| UU 2 | LIC - SENTE CREATIONS | DOLLS | CANADA | BABY READS TO ME | | | | 8-Nov-00 | REGISTERED *RENEWAL DUE NOVEMBER 8, 2019 |
| UU 2 | LIC - SENTE CREATIONS | DOLLS | UNITED STATES | BABY READS TO ME | | | Sept 21, 1999 | 2,278,098 | REGISTERED *RENEWAL DUE Sept. 21, 2009 |
| UU 2 | LIC - DE LANEY PRODUCT | DOLLS | CANADA | BABY SHOE BABIES | 18-Oct-00 | 1,078,148 | | | APPROVED |
| UU 2 | LIC - DE LANEY PRODUCT | DOLLS | UNITED STATES | BABY SHOE BABIES | Aug 2, 2000 | 70100,939 | | | APPROVED |
| UU 2 | LICENSED | DOLLS | CANADA | BABY SOUNDS SO SHEET | | | | | REGISTERED *RENEWAL DUE JANUARY 18, 2007 |
| UU 2 | LIC - FORMOSA | DOLLS | CANADA | BABY YES N NO | | | 10-Jan-82 | FMA 302,816 | REGISTERED *RENEWAL DUE JANUARY 18, 2007 |
| UU 2 | LIC - SOLUTION | DOLLS | CANADA | BABY'S ALL BETTER | | | 17-Jun-84 | TMA 479,000 | REGISTERED *RENEWAL DUE JUNE 17, 2008 |
| UU 2 | LIC - MEYER GLASS | DOLLS | CANADA | BIRTHDAY WISH BABY | | | 12-Nov-83 | TMA 418,468 | REGISTERED *RENEWAL DUE NOVEMBER 12, 2008 |
| UU 2 | LICENSED | DOLLS | CANADA | BRELLIANTINE | | | 7-Nov-00 | TMA 001,822 | REGISTERED *RENEWAL DUE NOVEMBER 7, 2015 |
| UU 2 | LICENSED | DOLLS | CANADA | CHATTY CATTY | 12-Jan-00 | 1,042,330 | | 9-Nov-00 | REGISTERED *RENEWAL DUE NOVEMBER 9, 2015 |
| UU 2 | LICENSED | DOLLS | UNITED STATES | CLEVER CUTIE | | | May 6, 1997 | 2,056,930 | REGISTERED *RENEWAL DUE May 6, 2007 |
| UU 2 | LIC - FAMOSA | DOLLS | CANADA | COOKIE RD | | | 4-Dec-87 | TMA 408,808 | REGISTERED *RENEWAL DUE DECEMBER 4, 2007 |
| UU 2 | LIC - FAMOSA | DOLLS | CANADA | COUNTRY RD | | | 20-May-91 | TMA 477,518 | REGISTERED *RENEWAL DUE MAY 20, 2008 |
| UU 2 | LIC - MAG-TECH | DOLLS | CANADA | E-MAGNO MOS | 12-Nov-88 | 1,038,315 | | | ALLOWED |

RIGHTS, IF ANY UNDER LICENSE AGREEMENTS

| UU 2 | UC - IAGR TECH | DOLLS | CANADA | E MAZING PETS | 17-Nov-99 | 1,038,043 | ALLOWED |
|------|--------------------|-------|--------|----------------------|-----------|-----------|--|
| UU 2 | UC - J SHACKELFORD | DOLLS | CANADA | GREATEST HAIR AROUND | | | REGISTERED RENEWAL DUE AUGUST 23, 2019 |
| UU 2 | UC - KRED | DOLLS | CANADA | KISSER | | | REGISTERED RENEWAL DUE DECEMBER 21, 2002 |

RIGHTS, IF ANY UNDER LICENSE AGREEMENTS

| UU2 | LICENSED | DOLLS | CANADA | LX BABES | 3-yr-02 | TMA 396,832 | REGISTERED * RENEWAL DUE APRIL 23, 2008 |
|-----|----------------------|-------|---------------|------------------------|----------------|-------------|--|
| UU2 | LICENSED | DOLLS | UNITED STATES | LX BABES | April 23, 1999 | 1,969,004 | REGISTERED * RENEWAL DUE April 23, 2008 |
| UU2 | LIC - MASS MARKETING | DOLLS | CANADA | LX SNIFLES | 21-Jan-01 | 1MA 541,076 | REGISTERED * RENEWAL DUE JUNE 21, 2010 |
| UU2 | LIC - MASS MARKETING | DOLLS | UNITED STATES | LX SNIFLES | Sept 11, 2001 | 2,480,289 | REGISTERED * RENEWAL DUE Sept. 11, 2011 |
| UU2 | LIC - FAME | DOLLS | CANADA | LVALABYE BABY | 9-19-93 | TMA 410,831 | REGISTERED * RENEWAL DUE APRIL 9, 2004 |
| UU2 | LICENSED | DOLLS | CANADA | MY COUNTRY PAL | 9-Jan-87 | TMA 484,435 | REGISTERED * RENEWAL DUE JANUARY 9, 2013 |
| UU2 | LICENSED | DOLLS | CANADA | MY ONE AND ONLY | 20-Jan-88 | TMA 350,003 | REGISTERED * RENEWAL DUE JANUARY 20, 2004 |
| UU2 | LICENSED | DOLLS | CANADA | MY ONE AND ONLY | 10-Jan-89 | TMA 353,005 | REGISTERED * RENEWAL DUE MARCH 10, 2004 |
| UU2 | LICENSED | DOLLS | UNITED STATES | MY ONLY LOVE | March 13, 1990 | 2,275,111 | REGISTERED * RENEWAL DUE March 13, 2009 |
| UU2 | LICENSED | DOLLS | CANADA | MY PAL 2 | 31-Jan-92 | TMA 302,640 | REGISTERED * RENEWAL DUE JANUARY 31, 2007 |
| UU2 | LIC - MASS MARKET | DOLLS | CANADA | PRINCESTERN | 17-Oct-00 | TMA 534,885 | REGISTERED * RENEWAL DUE OCTOBER 17, 2005 |
| UU2 | LIC - FAMOSA | DOLLS | CANADA | PRECIOUS FEELINGS | 9-Nov-80 | TMA 538,770 | REGISTERED * RENEWAL DUE NOVEMBER 9, 2013 |
| UU2 | LIC - FAMOSA | DOLLS | CANADA | SUZIE STRETCH | 25-Nov-84 | TMA 038,441 | REGISTERED * RENEWAL DUE NOVEMBER 25, 2009 |
| UU2 | LIC - BMT | DOLLS | CANADA | TALK 'N' L' RUN AROUND | 19-Jan-83 | TMA 413,730 | REGISTERED * RENEWAL DUE JAN 19, 2008 |
| UU2 | LIC - BMT | DOLLS | DENMARK | TALK 'N' L' RUN AROUND | April 20, 1993 | 03 783-1993 | REGISTERED * RENEWAL DUE APR. 20, 2003 |
| UU2 | LIC - BMT | DOLLS | FRANCE | TALK 'N' L' RUN AROUND | June 11, 1993 | 82447,744 | REGISTERED * RENEWAL DUE Dec. 18, 2002 |
| UU2 | LIC - BMT | DOLLS | ITALY | TALK 'N' L' RUN AROUND | Feb. 18, 1993 | 26930001001 | REGISTERED * RENEWAL DUE Feb. 18, 2003 |
| UU2 | LIC - BMT | DOLLS | SWEDEN | TALK 'N' L' RUN AROUND | May 27, 1994 | 250,391 | REGISTERED * RENEWAL DUE APR 27, 2004 |
| UU2 | LIC - BMT | DOLLS | SWITZERLAND | TALK 'N' L' RUN AROUND | Dec 11, 1992 | 466,213 | REGISTERED * RENEWAL DUE DEC. 11, 2012 |
| UU2 | LICENSED | DOLLS | BEHLEUR | TALK 'N' L' RUN AROUND | Dec 11, 1992 | 533,451 | REGISTERED * RENEWAL DUE DEC. 11, 2004 |
| UU2 | LIC - J SHAKELFORD | DOLLS | CANADA | TREESIE | 25-Aug-85 | TMA 486,680 | REGISTERED * RENEWAL DUE AUGUST 25, 2010 |
| UU2 | LIC - RON DUBREN | DOLLS | CANADA | WHISPER ME SECRETS | 30-Nov-89 | TMA 500,004 | REGISTERED * RENEWAL DUE NOVEMBER 30, 2014 |

RIGHTS, IF ANY UNDER LICENSE AGREEMENTS

| PARCEL # | LICENSEE | PRODUCT CATEGORY | COUNTRY | TRADE MARK | FILING DATE | FILING NO. | REG. DATE | REG. NO. | STATUS |
|----------|-------------------------|------------------|---------|-----------------|-------------|------------|-----------|-------------|---|
| UU 3 | Bergman Confection, Inc | GAMES | CANADA | BOGEMAN | | | 27-Apr-05 | TMA 335,361 | REGISTERED * RENEWAL DUE APRIL 27, 2008 |
| UU 3 | LICENSEE | GAMES | CANADA | BOOGEMAN | | | 30-Apr-08 | TMA 342,296 | REGISTERED * RENEWAL DUE JUNE 30, 2011 |
| UU 3 | LICENSEE | GAMES | CANADA | CROODLE FALLS | | | 27-Apr-03 | TMA 411,350 | REGISTERED * RENEWAL DUE APRIL 27, 2008 |
| UU 3 | LIC. MIKE KOPFER | GAMES | CANADA | DADDY LONG LEGS | | | 18-Feb-00 | TMA 365,600 | REGISTERED * RENEWAL DUE FEBRUARY 18, 2008 |
| UU 3 | LICENSEE | GAMES | CANADA | DISCOMARY | | | 10-Dec-00 | TMA 420,798 | REGISTERED * RENEWAL DUE DECEMBER 10, 2008 |
| UU 3 | LIC. MASS MARKET | GAMES | CANADA | DRAGON BUSTERS | | | 17-Feb-00 | TMA 406,072 | REGISTERED * RENEWAL DUE FEBRUARY 17, 2008 |
| UU 3 | LICENSEE | GAMES | CANADA | FRIST TO V | | | 14-Dec-00 | TMA 520,535 | REGISTERED * RENEWAL DUE DECEMBER 14, 2014 |
| UU 3 | LIC. MICHAEL KOPFER | GAMES | CANADA | FLIPOVER | | | 12-Jul-05 | TMA 304,782 | REGISTERED * RENEWAL DUE JULY 12, 2011 |
| UU 3 | LIC. THEORA DESIGN | GAMES | CANADA | LAST WORD | | | 26-Oct-00 | TMA 535,655 | REGISTERED * RENEWAL DUE OCTOBER 26, 2015 |
| UU 3 | LICENSEE | GAMES | CANADA | LUH OYERBOND | | | 10-Jan-02 | TMA 382,776 | REGISTERED * RENEWAL DUE JANUARY 10, 2007 |
| UU 3 | LIC. MASS MARKET | GAMES | CANADA | MONKEY MAMA | | | 5-Oct-00 | TMA 373,072 | REGISTERED * RENEWAL DUE OCTOBER 5, 2005 |
| UU 3 | LIC. MIKE KOPFER | GAMES | CANADA | MONSTER MATCH | | | 14-Apr-00 | TMA 354,496 | REGISTERED * RENEWAL DUE APRIL 14, 2004 |

RIGHTS, IF ANY UNDER LICENSE AGREEMENTS

| UU 3 | LIC | GAMES | CANADA | PUBBALL AIR | 76-Dec-87 | 865,307 | ALLOWED |
|------|---------------------|-------|---------------|-------------------------------------|--------------|-----------|--|
| UU 3 | LICENSED | GAMES | CANADA | POCKET POWER | | | REGISTERED RENEWAL DUE 15-Sep-90 TMA 301,002 |
| UU 3 | LICENSED | GAMES | CANADA | DUCK SOUND GAME | | | REGISTERED RENEWAL DUE 10-Nov-89 TMA 302,002 |
| UU 3 | LICENSED | GAMES | CANADA | ROCKY ROBINS | | | REGISTERED RENEWAL DUE 3-Mar-89 TMA 302,039 |
| UU 3 | LIC - THEORA DESIGN | GAMES | CANADA | ROLL-A-WORD | | | REGISTERED RENEWAL DUE 15-Mar-89 TMA 300,353 |
| UU 3 | LIC - ROLL A WORD | GAMES | UNITED STATES | ROLL-A-WORD | | | REGISTERED RENEWAL DUE MAY 4, 1990 2,243,103 |
| UU 3 | LICENSED | GAMES | CANADA | SCRATCHES | | | REGISTERED RENEWAL DUE 9-Jul-90 TMA 310,476 |
| UU 3 | LIC - MASS MARKET | GAMES | CANADA | SPOTTERBROS | | | REGISTERED RENEWAL DUE 2-Sep-94 TMA 432,088 |
| UU 3 | LIC - KREL WRELL | GAMES | CANADA | SQUARE-1 | | | REGISTERED RENEWAL DUE 13-Mar-82 TMA 358,703 |
| UU 3 | LIC - KREL WURSEE | GAMES | UNITED STATES | SQUARE-1 | | | REGISTERED RENEWAL DUE Dec. 7, 1993 1,810,109 |
| UU 3 | LICENSED | GAMES | CANADA | SWITCHES | | | REGISTERED RENEWAL DUE 21-Mar-82 TMA 309,174 |
| UU 3 | LICENSED | GAMES | CANADA | TAC TIC TURN | | | REGISTERED RENEWAL DUE 21-Oct-89 TMA 341,026 |
| UU 3 | LICENSED | GAMES | CANADA | TAPPED OUT | | | REGISTERED RENEWAL DUE 9-Mar-89 TMA 308,817 |
| UU 3 | LICENSED | GAMES | CANADA | THE GAME OF WHICH WHICH IS WHICH | | | REGISTERED RENEWAL DUE 10-Nov-88 TMA 303,097 |
| UU 3 | LIC - POKOMOBE | GAMES | CANADA | TIMBERS | | | REGISTERED RENEWAL DUE 26-Feb-82 TMA 304,056 |
| UU 3 | LICENSED | GAMES | CANADA | FRI-UMPH DESIGN | | | REGISTERED RENEWAL DUE FEBRUARY 28, 2007 TMA 304,038 |
| UU 3 | LICENSED | GAMES | CANADA | VIE DACHE VIE PERDU | | | REGISTERED RENEWAL DUE FEBRUARY 2, 2008 TMA 353,109 |
| UU 3 | LIC - HRT | GAMES | UNITED STATES | WINDYDAY | Nov. 8, 2000 | 78191,024 | REGISTERED RENEWAL DUE MARCH 17, 2004 |
| UU 3 | LICENSED | GAMES | CANADA | WOOF WOOF | | | ABANDONED REGISTERED RENEWAL DUE FEBRUARY 17, 2004 TMA 351,507 |

RIGHTS, IF ANY UNDER LICENSE AGREEMENTS

| PARCEL # | LICENSED | PRODUCT CATEGORY | COUNTRY | TRADE-MARK | FILING NO. | FILING DATE | REG. DATE | REG. NO. | STATUS |
|----------|---------------------|------------------|---------------|-----------------------|------------|-------------|----------------|-------------|---|
| UU 5 | LICENSED | CRAPTS | CANADA | DOODLE PALS | | | 14-Oct-94 | TMA 434,548 | REGISTERED * RENEWAL DUE OCTOBER 14, 2008 |
| UU 5 | LICENSED | CRAPTS | CANADA | ELUMA: DOODLE | | | 7-Sep-90 | TMA 372,004 | REGISTERED * RENEWAL DUE SEPTEMBER 7, 2005 |
| UU 5 | LICENSED | CRAPTS | CANADA | ELUMA-DRAWY | | | 24-Aug-91 | TMA 372,517 | REGISTERED * RENEWAL DUE AUGUST 24, 2005 |
| UU 5 | LICENSED | CRAPTS | CANADA | SHOBSATIONS | | | 24-Nov-95 | TMA 450,000 | REGISTERED * RENEWAL DUE NOVEMBER 24, 2010 |
| UU 5 | LICENSED | CRAPTS | CANADA | SEMBLEEZ | | | 8-Jul-91 | TMA 361,300 | REGISTERED * RENEWAL DUE JULY 8, 2005 |
| UU 5 | LICENSED | CRAPTS | CANADA | SKETCH WEGG | | | 10-Oct-93 | TMA 470,553 | REGISTERED * RENEWAL DUE OCTOBER 10, 2008 |
| UU 5 | LICENSED | CRAPTS | GERMANY | PEWDOOLE-JUMI | | | March 25, 1993 | 7033304 | REGISTERED * RENEWAL DUE NOV. 27, 2011 |
| UU 5 | LICENSED | CRAPTS | UNITED STATES | SANDSATION | | | Oct 1, 1998 | 2,004,883 | REGISTERED * RENEWAL DUE Oct. 1, 2009 |
| UU 5 | LICENSED | CRAPTS | CANADA | GRINR AND PAPER | | | 3-Jun-94 | TMA 428,221 | REGISTERED * RENEWAL DUE JUNE 3, 2009 |
| UU 5 | LIC. BOB EMILE | CRAPTS | UNITED STATES | 30 STACK ART | | | Aug 3, 1999 | 2,297,879 | REGISTERED * RENEWAL DUE Oct. 24, 2008 |
| UU 5 | LIC. J. SHACKELFORD | CRAPTS | CANADA | PATCH-PALAZZ | | | 10-Feb-96 | TMA 430,226 | REGISTERED * RENEWAL DUE FEBRUARY 10, 2010 |
| UU 5 | N 51 | CRAPTS | CANADA | 4 IN 1 POWER TOOLSHOP | | | 26-Aug-95 | TMA 446,549 | REGISTERED * RENEWAL DUE AUGUST 26, 2010 |