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Attorneys for Tiny Love, Ltd.
and the Maya Group, Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

TYCO INDUSTRIES, INC.,

Plaintiff,

v.

TINY LOVE LTD. and
THE MAYA GROUP, INC.,

Defendants.

TINY LOVE LTD.,

Plaintiff on the
Counterclaims,

v.

TYCO INDUSTRIES, INC.,

Defendant on the
Counterclaims.

FILED

MAY - 9 1995

AT 2:20 P.M. G.P.
WILLIAM T. WALSH, M.
CLERK

I HEREBY CERTIFY that the above and
foregoing is a true and correct copy
of the original on file in my office.

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY
WILLIAM T. WALSH, CLERK
By [Signature]
Deputy Clerk

Civil Action No.
95-1135 (MTB)

ANSWER TO ACTION FOR DECLARATORY JUDGMENT AND COUNTERCLAIMS

LIT\116015

Defendant Tiny Love Ltd. ("Tiny Love") responds to the Action for Declaratory Judgment ("the Complaint") of plaintiff Tyco Industries, Inc. ("Tyco") as follows:

1. Tiny Love is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 1 of the Complaint, and accordingly denies the same.

2. Tiny Love admits that the allegations of Paragraph 2 of the Complaint, except that Tiny Love Ltd.'s place of business is located at 17 Binyamin Mitudela Street, Tel Aviv, Israel 69548.

3. Tiny Love admits the allegations of Paragraph 3 of the Complaint, except that Maya Love's place of business is located at 15201 Pipeline Lane, Huntington Beach, California 92649-1610.

4. Tiny Love admits the allegations of Paragraph 4 of the Complaint.

JURISDICTION AND VENUE

5. Tiny Love admits the allegations of Paragraph 5 of the Complaint as it pertains to Tiny Love, and lacks information sufficient to form a belief as to the truth of the remainder of the allegations of Paragraph 5 of the Complaint and accordingly denies same.

6. Tiny Love denies the allegations of Paragraph 6 of the Complaint as it pertains to Tiny Love, and lacks information sufficient to form a belief as to the truth of the remainder of

the allegations of Paragraph 6 of the Complaint and accordingly denies same.

7. Tiny Love denies the allegations of Paragraph 7 of the Complaint as it pertains to Tiny Love, and lacks information sufficient to form a belief as to the truth of the remainder of the allegations of Paragraph 7 of the Complaint and accordingly denies same.

8. Tiny Love denies the allegations of Paragraph 8 of the Complaint as it pertains to Tiny Love, and lacks information sufficient to form a belief as to the truth of the remainder of the allegations of Paragraph 8 of the Complaint and accordingly denies same.

THE CONTROVERSY

9. Tiny Love is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 9 of the Complaint, and accordingly denies the same.

10. Tiny Love admits that Tyco exhibited a prototype baby gym product at a Toy Fair in New York City and that Exhibit 1 of the Complaint purports to be a photograph of the product. Tiny Love lacks information sufficient to form a belief as to the truth of the remainder of the allegations of Paragraph 10 of the Complaint and accordingly denies same.

11. Tiny Love admits that its counsel sent a letter dated February 15, 1995 to Tyco. Tiny Love denies that counsel for The Maya Group sent a letter dated February 15, 1995 to Tyco.

Tiny Love refers Tyco to the language of that letter for its contents and denies any allegations of Paragraph 11 of the Complaint which conflict with the language of that letter.

12. Tiny Love admits that its counsel received Tyco's letter dated February 15, 1995. Tiny Love denies that counsel for The Maya Group was sent the letter dated February 15, 1995 written by counsel for Tyco. Tiny Love refers Tyco to the language of that letter for its contents and denies any allegations of Paragraph 12 of the Complaint which conflict with the language of that letter.

13. Tiny Love admits that its counsel sent a letter dated February 17, 1995 to Tyco. Tiny Love denies that counsel for The Maya Group sent a letter dated February 17, 1995 to counsel for Tyco. Tiny Love refers Tyco to the language of that letter for its contents and denies any allegations of Paragraph 13 of the Complaint which conflict with the language of that letter.

14. Tiny Love admits that its counsel sent a letter dated February 22, 1995 to Tyco. Tiny Love denies that counsel for The Maya Group sent a letter dated February 22, 1995 to counsel for Tyco. Tiny Love refers Tyco to the language of that letter for its contents and denies any allegations of Paragraph 14 of the Complaint which conflict with the language of that letter.

15. Tiny Love admits that its counsel received Tyco's letter dated February 24, 1995. Tiny Love denies that counsel for The Maya Group was sent a letter dated February 24, 1995 by

counsel for Tyco. Tiny Love refers Tyco to the language of that letter for its contents and denies any allegations of Paragraph 15 of the Complaint which conflict with the language of that letter.

16. Tiny Love admits the allegations of Paragraph 16 of the Complaint as it pertains to Tiny Love.

17. Tiny Love admits that the Tiny Love Activity Gym and the prototype Tyco product are similar and have at least a blanket, a pair of spanning arches and hanging toy objects suspended therefrom in common. Tiny Love denies the remaining allegations of Paragraph 17 of the Complaint.

18. Tiny Love denies the allegations of Paragraph 18 of the Complaint.

19. Tiny Love denies the allegations of Paragraph 19 of the Complaint.

20. Tiny Love denies the allegations of Paragraph 20 of the Complaint.

21. Tiny Love denies the allegations of Paragraph 21 of the Complaint.

22. Tiny Love denies the allegations of Paragraph 22 of the Complaint.

23. Tiny Love denies the allegations of Paragraph 23 of the Complaint.

24. Tiny Love denies the allegations of Paragraph 24 of the Complaint.

25. Tiny Love denies the allegations of Paragraph 25 of the Complaint.

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