

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT   |
| <b>NATURE OF CONVEYANCE:</b> | Intellectual Property Security Interest Assignment Agreement |

**CONVEYING PARTY DATA**

| Name                                | Formerly | Execution Date | Entity Type           |
|-------------------------------------|----------|----------------|-----------------------|
| The CIT Group/Business Credit, Inc. |          | 12/12/2008     | CORPORATION: NEW YORK |

**RECEIVING PARTY DATA**

|                          |   |
|--------------------------|---|
| <b>Name:</b>             | D.E. Shaw Laminar Lending 3 (C), L.L.C. |
| <b>Street Address:</b>   | 1166 Avenue of the Americas             |
| <b>Internal Address:</b> | 5th Floor                               |
| <b>City:</b>             | New York                                |
| <b>State/Country:</b>    | NEW YORK                                |
| <b>Postal Code:</b>      | 10036                                   |
| <b>Entity Type:</b>      | LIMITED LIABILITY COMPANY: DELAWARE     |

**PROPERTY NUMBERS Total: 37**

| Property Type        | Number  | Word Mark                  |
|----------------------|---------|----------------------------|
| Registration Number: | 3260802 | BABYUNIVERSE               |
| Registration Number: | 3126119 | BABY UNIVERSE.COM          |
| Registration Number: | 2545925 | BABYUNIVERSE.COM           |
| Registration Number: | 2332448 | EPREGNANCY                 |
| Registration Number: | 3005805 | DREAMTIME BABY             |
| Registration Number: | 3167853 | POWER POGO                 |
| Registration Number: | 3322279 | CHILDHOOD DREAMS DELIVERED |
| Registration Number: | 3042108 | EKIDS                      |
| Registration Number: | 3042107 | EKIDS                      |
| Registration Number: | 3042106 | EKIDS                      |
| Registration Number: | 2495094 | THE TOY MOM                |
| Registration Number: | 2590410 | EKID                       |
| Registration Number: | 2458457 | WE GET TOYS                |

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|                      |          |                              |
|----------------------|----------|------------------------------|
| Registration Number: | 2806036  | ETOYS                        |
| Registration Number: | 2191558  | ETOYS                        |
| Registration Number: | 3185267  | MY TWINN                     |
| Registration Number: | 3172897  | MY TWINN FRIEND              |
| Registration Number: | 2633663  | MY HEART BELONGS TO AMERICA! |
| Registration Number: | 2705248  | POSEABLE PETS BY MY TWINN    |
| Registration Number: | 2598432  | TWINNS AND FRIENDS           |
| Registration Number: | 2471917  | MYTWINN.COM                  |
| Registration Number: | 2304850  | CUDDLY BROTHERS              |
| Registration Number: | 2230190  | MY TWINN                     |
| Registration Number: | 2213487  | CUDDLY SISTERS               |
| Registration Number: | 1897057  | MY TWINN                     |
| Registration Number: | 3092160  | POSHTOTS                     |
| Serial Number:       | 78878637 | BABYTV.COM                   |
| Serial Number:       | 78925453 | YUKON EXPRESS                |
| Serial Number:       | 77362533 | MARKER BUILDER               |
| Serial Number:       | 77333371 | THE JUST-LIKE-ME DOLL        |
| Serial Number:       | 78665819 | POSHLIVING                   |
| Serial Number:       | 77486738 | POSHTOTS                     |
| Serial Number:       | 77486737 | POSHTOTS                     |
| Serial Number:       | 77486735 | POSHTOTS                     |
| Serial Number:       | 77486734 | POSHTOTS                     |
| Serial Number:       | 77211749 | POSHCRAVINGS                 |
| Serial Number:       | 77303485 | THE PARENT COMPANY           |

**CORRESPONDENCE DATA**

Fax Number: (919)416-8328  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 9192868041  
Email: pto\_tmconfirmation@mvalaw.com  
Correspondent Name: Moore & Van Allen PLLC  
Address Line 1: 430 Davis Drive  
Address Line 2: Suite 500  
Address Line 4: Morrisville, NORTH CAROLINA 27560

|                         |                   |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 033532.000117 JES |
| NAME OF SUBMITTER:      | John E. Slaughter |

Signature:

/John E. Slaughter/

Date:

12/15/2008

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT** (the "Agreement") is made and entered into as of the 12<sup>th</sup> day of December, 2008, by THE CIT GROUP/BUSINESS CREDIT, INC., having an office at 300 South Grand Avenue, 3<sup>rd</sup> Floor, Los Angeles, CA 90071 ("Assignor"), in favor of D. E. SHAW LAMINAR LENDING 3 (C), L.L.C., a Delaware limited liability company, having an office at c/o D. E. Shaw & Co., L.P., 1166 Avenue of the Americas, Fifth Floor, New York, New York 10036 ("Assignee").

### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of the Security Instrument (as hereinafter defined) on intellectual property, including that certain intellectual property described on Exhibit A annexed hereto and made a part hereof or otherwise subject to the Security Instrument; and

WHEREAS, the parties hereto desire that Assignor assign to Assignee all of Assignor's right, title and interest in and to the Security Instrument.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and for the mutual and dependent covenants herein contained, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to intellectual property under that certain Amended and Restated Pledge and Security Agreement dated October 12, 2007 and associated Patent Security Agreement (recorded at the United States Patent and Trademark Office on July 2, 2007 at Reel 019501 and Frame 0738), Amended and Restated Patent Security Agreement (recorded at the United States Patent and Trademark Office on January 15, 2008 at Reel 020362 and Frame 0688), Trademark Security Agreement (recorded at the United States Patent and Trademark Office on July 2, 2007 at Reel 3572 and Frame 0707), and Amended and Restated Trademark Security Agreement (recorded at the United States Patent and Trademark Office on January 15, 2008 at Reel 3697 and Frame 0243), together with any rider, addendum, exhibit, schedule and attachment thereto (the "Security Instrument"), together with all attendant liens, rights, title, assignments, interests (including security interests), and filings pertaining to or arising from the Security Instrument. Furthermore, Assignor does hereby grant and delegate to Assignee any and all of the duties and obligations of Assignor under the Security Instrument from and after the date hereof.

2. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied, except that the Assignor represents and warrants that (i) it is authorized to execute this document and perform its obligations hereunder, and (ii) its rights under the Security Instrument are not subject to any lien or, to its knowledge, any other adverse claim.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Assignee is located.

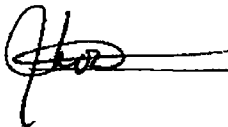
4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

6. Further Assurances. Assignor agrees perform all reasonable and proper additional acts and to execute and deliver such further documentation as may be reasonably deemed necessary or desirable by the Assignee to carry out the provisions and purposes of this Agreement and to preserve and perfect the liens and security interests.


IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date above first written.

WITNESS/ATTEST:


  
\_\_\_\_\_  
**Julianne Low**  
(Print or Type Name) **Vice President**

ASSIGNOR:

THE CIT GROUP/BUSINESS CREDIT, INC.

By:   
\_\_\_\_\_  
Name: Carmen Caporrino  
Title: Vice President

WITNESS/ATTEST:

  
\_\_\_\_\_  
**Micah Spellman**  
(Print or Type Name)

**EXHIBIT A**  
**INTELLECTUAL PROPERTY**  
**PATENTS**

**My Twinn, Inc. U.S. Issued Patents**

| Description                                      | Patent No. | Issued   |
|--|------------|----------|
| REALISTIC DOLL HEAD SYSTEM AND METHOD THEREFOR   | 6244926    | 06/12/01 |
| REALISTIC DOLL HEAD SYSTEM AND METHOD THEREFOR   | 6099378    | 08/08/00 |
| SUPPORT SYSTEM AND FLEXIBLE INTEGUMENT FOR DOLLS | 6074270    | 06/13/00 |
| REALISTIC DOLL HEAD SYSTEM AND METHOD THEREFOR   | 6071171    | 06/06/00 |

**TRADEMARKS**

**BabyUniverse, Inc. U.S. Registered Trademarks**

| Mark                        | Registration No. | Registration Date |
|-----------------------------|------------------|-------------------|
| BABYUNIVERSE                | 3260802          | 07/10/07          |
| BABYUNIVERSE.COM and Design | 3126119          | 08/08/06          |
| BABYUNIVERSE.COM            | 2545925          | 03/12/02          |
| EPREGNANCY                  | 2332448          | 03/21/00          |

**BabyUniverse, Inc. U.S. Pending Trademark Application**

| Mark       | Application No. | Filing Date |
|------------|-----------------|-------------|
| BABYTV.COM | 78878637        | 05/08/06    |

**Dreamtime Baby, Inc. U.S. Registered Trademark**

| Mark           | Registration No. | Registration Date |
|----------------|------------------|-------------------|
| DREAMTIME BABY | 3005805          | 10/11/05          |

**eToys Direct, Inc. U.S. Registered Trademarks**

| Mark                       | Registration No. | Registration Date |
|----------------------------|------------------|-------------------|
| POWER POGO                 | 3167853          | 11/07/06          |
| CHILDHOOD DREAMS DELIVERED | 3322279          | 10/30/07          |
| EKIDS                      | 3042108          | 01/10/06          |
| EKIDS                      | 3042107          | 01/10/06          |
| EKIDS                      | 3042106          | 01/10/06          |

| Mark        | Registration No. | Registration Date |
|-------------|------------------|-------------------|
| THE TOY MOM | 2495094          | 10/02/01          |
| EKID        | 2590410          | 07/09/02          |
| WE GET TOYS | 2458457          | 06/05/01          |
| ETOYS       | 2806036          | 01/20/04          |
| ETOYS       | 2191558          | 09/22/98          |

**eToys Direct, Inc. U.S. Pending Trademark Applications**

| Mark           | Application No. | Filing Date |
|----------------|-----------------|-------------|
| YUKON EXPRESS  | 78925453        | 07/10/06    |
| MARKER BUILDER | 77362533        | 01/02/08    |

**My Twinn, Inc. U.S. Registered Trademarks**

| Mark                         | Registration No. | Registration Date |
|------------------------------|------------------|-------------------|
| MY TWINN and Design          | 3185267          | 12/19/06          |
| MY TWINN FRIEND              | 3172897          | 11/21/06          |
| MY HEART BELONGS TO AMERICA! | 2633663          | 10/08/02          |
| POSEABLE PETS BY MY TWINN    | 2705248          | 04/08/03          |
| TWINNS AND FRIENDS           | 2598432          | 07/23/02          |
| MYTWINN.COM                  | 2471917          | 07/24/01          |
| CUDDLY BROTHERS              | 2304850          | 12/28/99          |
| MY TWINN                     | 2230190          | 03/09/99          |
| CUDDLY SISTERS               | 2213487          | 12/22/98          |
| MY TWINN and Design          | 1897057          | 05/30/95          |

**My Twinn, Inc. U.S. Pending Trademark Applications**

| Mark                  | Application No. | Filing Date |
|-----------------------|-----------------|-------------|
| THE JUST-LIKE-ME DOLL | 77333371        | 11/19/07    |

**PoshTots, Inc. U.S. Registered Trademarks**

| Mark                | Registration No. | Registration Date |
|---------------------|------------------|-------------------|
| POSHTOTS and Design | 3092160          | 05/16/06          |

**PoshTots, Inc. U.S. Trademark Applications**

| Mark         | Application No. | Filing Date |
|--------------|-----------------|-------------|
| POSHLIVING   | 78665819        | 07/07/05    |
| POSHTOTS     | 77486738        | 05/29/08    |
| POSHTOTS     | 77486737        | 05/29/08    |
| POSHTOTS     | 77486735        | 05/29/08    |
| POSHTOTS     | 77486734        | 05/29/08    |
| POSHCRAVINGS | 77211749        | 06/21/07    |

**The Parent Company U.S. Trademark Application**

| Mark               | Application No. | Filing Date |
|--------------------|-----------------|-------------|
| THE PARENT COMPANY | 77303485        | 10/13/07    |

**eToys Direct, Inc. Canadian Registered Trademark**

| Mark        | Registration No. | Reg. Date |
|-------------|------------------|-----------|
| WE GET TOYS | TMA567685        | 09/19/02  |

**The Parent Company Canadian Registered Trademarks**

| Mark                                       | Registration No. | Reg. Date |
|--|------------------|-----------|
| BABYUNIVERSE.COM and Design                | TMA705996        | 01/29/08  |
| BABYUNIVERSE.COM and Design                | TMA550126        | 08/23/01  |
| BABYUNIVERSE.COM                           | TMA552168        | 10/09/01  |
| A UNIVERSE OF BABY PRODUCTS AT BABY PRICES | TMA550125        | 08/23/01  |

**My Twinn, Inc. Mexican Registered Trademarks**

| Mark      | Registration No. | Registration Date |
|-----------|------------------|-------------------|
| MY TWINN  | 959002           | 10/27/06          |
| MI GEMELA | 915770           | 01/16/06          |