

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baby's Room U.S.A., Inc.		05/17/2004	CORPORATION: ILLINOIS

RECEIVING PARTY DATA	
Name:	USA Baby, Inc.
Street Address:	793 Springer Drive
City:	Lombard
State/Country:	ILLINOIS
Postal Code:	60148
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Registration Number:	1634474	THE BABY'S ROOM
Registration Number:	2443615	THE BABY'S ROOM
Registration Number:	2692465	USA BABY
Registration Number:	2472684	CHILD SPACE
Registration Number:	2474811	CHILD SPACE
Registration Number:	1498176	USA BABY
Registration Number:	1500843	USA BABY

CORRESPONDENCE DATA	
Fax Number:	(312)577-7007
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-577-7000
Email:	trademark@fitcheven.com
Correspondent Name:	Joseph T. Nabor
Address Line 1:	120 South LaSalle
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	8016-83477
-------------------------	------------

CH \$190.00 1634474

NAME OF SUBMITTER:

Joseph T. Nabor

Total Attachments: 3

source=BABY USA TM Assignment_1#page1.tif

source=BABY USA TM Assignment_2#page1.tif

source=BABY USA TM Assignment_3#page1.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

This **ASSIGNMENT** is made and delivered pursuant to paragraph 11.3.9 of that certain Asset Purchase Agreement dated May 12, 2004 (the "Asset Purchase Agreement") between Baby's Room, U.S.A. Inc., an Illinois corporation ("Seller") and USA Baby, Inc., an Illinois corporation (the "Buyer"), Ronald A. Eriksen, Alan S. Levine and Barry J. Cohodes. Capitalized terms defined in the Asset Purchase Agreement and not otherwise defined herein are used herein with the meanings as so defined.

WHEREAS, Seller ("Assignor") has adopted, used and is using the trademarks or service marks identified by registration number on Schedule A attached, registered in the United States, Mexico and/or Illinois Patent and Trademark Office.

WHEREAS, Assignor has adopted, registered, used and is using the domain names identified on Schedule A attached.

WHEREAS, Assignor has purchased or licensed, used and is using software identified on Schedule A attached.

WHEREAS, Buyer ("Assignee") is desirous of acquiring said trademarks and service and the registrations thereof, said domain names and registrations thereof and the right to use the software.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged;

1. Assignor does hereby assign to Assignee, all of Assignor's right, title and interest in and to the said trademark(s) and service marks, together with the good will of the business symbolized by the mark, and the above identified registration thereof.
2. Assignor does hereby assign to Assignee, all of Assignor's right, title and interest in and to the said domain names, and the above identified registration thereof.
3. Assignor does hereby assign to Assignee, all of Assignor's right, title and interest in and to the said software, and all other Intellectual Property identified in the Asset Purchase Agreement.
4. From time to time, at the request of Buyer, and without further consideration or cost or expense to Buyer, Seller shall do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances and assurances that may reasonably be required for the conveyance, transfer, assignment, delivery, assurance and confirmation to Buyer, or to its successors and assigns of, or for aiding and assisting in collecting or reducing to possession, any or all of the Intellectual Property.
5. This Assignment is in accordance with and is subject to all of the representations, warranties, covenants, exclusions, limitations and indemnities set forth in the Asset Purchase Agreement, all of which are incorporated herein by reference.

Schedule 5.9

Intellectual Property

United States Trademarks -

USA Baby
Child Space
The Baby's Room

Mexico Trademark -

Baby's Room

Illinois Servicemarks -

The Baby's Room
Child Space
Child Space and Design
Baby Warehouse
Baby Warehouse Clearance Center

Domain Name Registrations -

usababy.com
babysroom.com
usababy.net
usababy.org
thebabysroom.net
childspaceonline.com
bigkidsfurniture.com
babysroomusa.com
usababy.biz
childspace.biz
babysroomusa.biz
thebabysroom.biz
babysroom.biz

Computer Software -

USA Baby Retail Operating System Software
Franchise billing and accounting software
Mailing list software
Microsoft and various other software loaded on the office personal computers