

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
eToys Direct, Inc.		05/05/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	Ms Tina Silvia		
Street Address:	8 Wetzel Lane		
City:	Brentwood		
State/Country:	CALIFORNIA		
Postal Code:	94513		
Entity Type:	INDIVIDUAL:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2497175	TINA THE TOY MOM	
CORRESPONDENCE DATA			
Fax Number:	(303)226-8600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	bjsanchez@etoys.com		
Correspondent Name:	eToys Direct, Inc. Attention: Legal		
Address Line 1:	1099 18th Street		
Address Line 2:	Suite 1800		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	B.J. Sanchez for eToys Direct, Inc.		
Signature:	/bs/		
Date:	09/08/2005		
Total Attachments: 1 source=Assignment Agreement#page1.tif			

OP \$40.00 2497175

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is entered into this 5 day of May 2005 ("Effective Date"), by and between eToys Direct, Inc. ("Assignor"), a Delaware corporation with its principal place of business at 1099 18th Street, Suite 1800, Denver, Colorado 80202, and Tina Silvia ("Assignee"), an individual, whose principal place of residence is 8 Wetzel Lane, Brentwood, California, 94513.

Recitals

WHEREAS, Assignor who owns all right, title, and interest in the trademark "Tina the Toy Mom," Registration Number 2,497,175 on the Principle Register ("Trademark"), agrees to transfer the Trademark to Assignee for good and valuable consideration; WHEREAS, Assignee desires to acquire all of Assignor's right, title, and interest in the Trademark; WHEREAS, Assignor and Assignee enter into this Agreement for mutual benefit of each party (collectively, the "Parties").

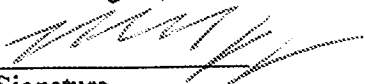
NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

Terms

1. Assignment. Assignor agrees to sell, transfer, and convey to Assignee all of its right, title, and interest in the Trademark, which includes any claims of infringement or any other causes of action that may arise out of the ownership of the Trademark.
2. Obligations of Assignee. At Assignor's request, Assignee shall draft articles for Assignor on a monthly basis. The subject matter of the articles shall be designated by the Assignor. All submissions are subject to review and acceptance by the Assignor. Prior to the submission of the first article, Assignee must execute a separate agreement describing the services to be performed and agreeing to be bound by the Confidential Information and Intellectual Property provisions set forth in the agreement.
3. Transfer of Supporting Documentation. Assignor agrees to transfer all relevant documentation within its control to Assignee in order to vest all of Assignor's rights in Assignee. Upon the transfer of the Trademark, Assignor shall divest itself of all further responsibilities. Assignee shall be solely and completely responsible for all aspects of the Trademark including without limitation, additional trademark filings, fees, and/or related claims or suits.

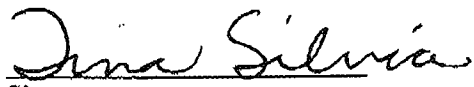
IN WITNESS WHEREOF, the Parties execute this Agreement as of the Effective Date.

By eToys Direct, Inc.:
Mike Wagner, President and CEO



Signature

By Tina Silvia, an individual



Signature