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
My Twinn, Inc.		12/20/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	eToys Direct, Inc.	
Street Address:	1099 18th Street, Suite 1800	
City:	Denver	
State/Country:	COLORADO	
Postal Code:	80202	
Entity Type:	CORPORATION:	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2230190	MY TWINN
Registration Number:	1897057	MY TWINN
Registration Number:	2471917	MYTWINN.COM
Registration Number:	2705248	POSEABLE PETS BY MY TWINN
Registration Number:	2598432	TWINNS AND FRIENDS

CORRESPONDENCE DATA

Fax Number: (303)226-8600

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

303-226-6228 Phone:

Email: bjsanchez@etoys.com

Correspondent Name: My Twinn, Inc. Attention: Legal Address Line 1: 1099 18th Street, Suite 1800 Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER: MY TWINN ASGNMNT TO ETOYS

TRADEMARK

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NAME OF SUBMITTER:	Craig Currie		
Signature:	/cc/		
Date:	12/20/2005		
Total Attachments: 1 source=Assignment My Twinn to eToys#page1.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is entered into by and between My Twinn, Inc. ("Assignor"), a Delaware corporation, and eToys Direct, Inc. ("Assignee"), a Delaware corporation.

RECITALS

WHEREAS, assignor represents that it owns all right, title, and interest in the following trademarks (collectively referred to as the 'Trademarks'):

MY TWINN – USPTO Registration Number 2230190
MY TWINN – USPTO Registration Number 1897057
MYTWINN.COM – USPTO Registration Number 2471917
POSEABLE PETS BY MY TWINN – USPTO Registration Number 2705248
TWINNS AND FRIENDS – USPTO Registration Number 2598432

WHEREAS, Assignor and Assignee enter into this Agreement for mutual benefit of each party; and

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

GRANT OF ASSIGNMENT

1. Assignment.

Assignor hereby agrees to sell, transfer, and convey to Assignee all of its right, title, and interest in the Trademarks, which includes any claims of infringement or any other causes of action that may arise out of the ownership of the Trademarks. Ownership shall transfer immediately prior to the filing of this Agreement with the United States Patent and Trademark Office.

2. Confidentiality.

The parties hereby agree that this document may be filed with the United States Patent and Trademark Office. Any remaining terms of assignment shall remain confidential.

IN WITNESS WHEREOF, the parties have executed this Agreement below.

By: eToys Direct, Inc.

Mark Thompson, Chief Financial Officer

Signature

RECORDED: 12/20/2005

By: My Twinn, Inc.

Craig Currie, Vice President

Signature

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