

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
Gift Acquisition LLC		01/31/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	DD Traders, Inc.		
Street Address:	7500 West 160th Street		
City:	Stillwell		
State/Country:	KANSAS		
Postal Code:	66085		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77088435	SILVESTRI	
Registration Number:	2697354	PETAL PUSHERS	
Registration Number:	2842071	REIGNING CATS AND DOGS	
Registration Number:	1389121	SILVESTRI	
CORRESPONDENCE DATA			
Fax Number:	(816)531-7545		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	816-460-2400		
Email:	trademarks@sonnenschein.com		
Correspondent Name:	Rebecca Stroder		
Address Line 1:	P.O. Box 061080		
Address Line 2:	Wacker Drive Station, Sears Tower		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	DD TRADERS/SILVESTRI ACQU		

OP \$115.00 77088435

NAME OF SUBMITTER:	Rebecca Stroder
Signature:	/Rebecca Stroder/
Date:	02/05/2007
Total Attachments: 4 source=Silvestri Executed Trademark Assignment#page1.tif source=Silvestri Executed Trademark Assignment#page2.tif source=Silvestri Executed Trademark Assignment#page3.tif source=Silvestri Executed Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of January 31, 2007 (the "Effective Date") by and between Gift Acquisition, LLC, a Delaware limited liability company ("Assignor") and DD Traders, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks and service marks listed on the attached Schedule A, all applications and registrations pertaining thereto and all common law rights associated therewith, together with all goodwill arising from the use of and symbolization by said trademarks (the "Trademarks");

WHEREAS, Effective as of January 31, 2007, Assignor, eToys Direct, Inc., a Delaware Corporation, and Assignee will enter into that certain Asset Purchase Agreement (the "Purchase Agreement"), whereby Assignee will purchase the Other Intellectual Property (as defined in the Purchase Agreement) and all right, title and interest therein and related thereto, including without limitation, the Trademarks;

WHEREAS, Assignor and Assignee now desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery to Assignee of this instrument evidencing the assignment, sale and transfer to Assignee of the Trademarks.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement, and for good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all right, title and interest in and to the Trademarks throughout the world, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, that portion of the business to which the Trademarks pertain, including the right to license others under the Trademarks and the right to renew any trademark registration which shall issue from the application included in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past or future infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Colorado, without giving effect to the principles of conflicts of laws thereof.

3. This Trademark Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. Assignor hereby agrees to execute upon the reasonable request of Assignee and at the sole expense of Assignee, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks, including all documents necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office, and reasonably assist, at Assignee's expense, in any proceedings relating to Assignee's right, title, interest and benefit in and to the Trademark.

5. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

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IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment to be executed by their proper officers thereunto duly authorized, as of the date first written above.

ASSIGNOR:
Gift Acquisition, LLC

By: eToys Direct, Inc.
Its: Manager



Name: Michael Wagner
Title: Chief Executive Officer

ASSIGNEE:
DD Traders, Inc.



Name: Charles Duda
Title: President

SCHEDULE A

Trademarks and Service Marks and Applications and Registrations Thereof

Trademark	Registration No./ (Application No.)	Registration Date/ (Application Date)	Jurisdiction	Goods and Services
"PETAL PUSHERS"	2,697,354	3/18/03	U.S.	IC 6: Garden stakes made of common metal; garden stake votives made of common metal; kinetic sculptures made of metal; musical sculptures made of metal; garden pot caddies made of common metal. IC 20: Picture frames made of common metal.
"REIGNING CATS AND DOGS"	2,842,071	5/18/04	U.S.	IC 20: Picture frames.
"SILVESTRI"	(77088435)	(1.22.07)	U.S.	IC 21: *
"SILVESTRI" ►	1,389,121	4/8/86	U.S.	IC 21: *

* Small ornamental display boxes made primarily of glass; [Bath accessories, namely soap trays,] containers for toiletry items sold empty, and glass bottles; candleholders; dinnerware; glass beverage ware; glass ornaments and decorations; namely, vases, sculptures, ceramic figurines; serving pieces made of glass, trays, platters, and bowls; [serving pieces made of wood, namely, trays, boards and bowls; and brass articles, namely candle snuffers, desk top or table top boxes,] decorative furnishings in the form of figurines, planters, sculptures, [brass kitchen utensil sets consisting of coffee pot, serving tray, and cups sold as a unit, salt and pepper shakers, sugar bowls and creamers,] stemware and serving pieces, namely, trays, bowls, and platters.

► Expired Registration.