

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
eTOYS DIRECT, INC.		06/29/2007	CORPORATION:
MY TWINN, INC.		06/29/2007	CORPORATION:
eTOYS DIRECT 1, LLC		06/29/2007	LIMITED LIABILITY COMPANY:
eTOYS DIRECT 2, LLC		06/29/2007	LIMITED LIABILITY COMPANY:
eTOYS DIRECT 3, LLC		06/29/2007	LIMITED LIABILITY COMPANY:
GIFT ACQUISITION, L.L.C.		06/29/2007	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	The CIT Group/Business Credit, Inc.
Street Address:	300 South Grand Avenue, 3rd Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	3167853	POWER POGO
Registration Number:	3185267	MY TWINN
Registration Number:	3172897	MY TWINN FRIEND
Registration Number:	2705248	POSEABLE PETS BY MY TWINN
Registration Number:	3042108	EKIDS
Registration Number:	3042107	EKIDS
Registration Number:	3042106	EKIDS

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Registration Number:	2495094	THE TOY MOM
Registration Number:	2590410	EKID
Registration Number:	2436709	THE SOFTWARE LOUNGE
Registration Number:	2397916	TODAY'S SPOTLIGHT
Registration Number:	2397905	WEEKEND SPOTLIGHT
Registration Number:	2458457	WE GET TOYS
Registration Number:	2436417	EKIDS
Registration Number:	2598432	TWINNS AND FRIENDS
Registration Number:	2806036	ETOYS
Registration Number:	2471917	MYTWINN.COM
Registration Number:	2230190	MY TWINN
Registration Number:	2191558	ETOYS
Registration Number:	1897057	MY TWINN
Serial Number:	78925453	YUKON EXPRESS
Serial Number:	77137084	BUILD A MARKER
Serial Number:	77088446	THE JUST-LIKE-ME DOLL
Serial Number:	77002289	CHILDHOOD DREAMS DELIVERED
Registration Number:	2633663	MY HEART BELONGS TO AMERICA!
Registration Number:	2304850	CUDDLY BROTHERS
Registration Number:	2213487	CUDDLY SISTERS

CORRESPONDENCE DATA

Fax Number: (617)227-4420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-235-5322
Email: msullivan@eapdlaw.com
Correspondent Name: Molly Sullivan
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

NAME OF SUBMITTER:	Molly Sullivan
Signature:	/Molly Sullivan/
Date:	07/02/2007

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 29, 2007, is among each of the undersigned (each, a "Grantor"), and The CIT Group/Business Credit, Inc., in its capacity as Administrative Agent and Collateral Agent (the "Collateral Agent") for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit Agreement, dated as of June 29, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among eToys Direct, Inc., a Delaware corporation and My Twinn, Inc., a Delaware corporation (collectively, the "Borrowers"), the other Loan Parties party thereto, the Lenders from time to time party thereto (the "Lenders"), and The CIT Group/Business Credit, Inc., in its capacities as administrative agent and collateral agent for the Lenders, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrowers;

WHEREAS pursuant to the Pledge and Security Agreement, dated as of June 29, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantors and the Collateral Agent, each Grantor granted to the Collateral Agent a security interest in and continuing lien on, all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Secured Obligations (as defined in the Credit Agreement) including the obligations of the Loan Parties under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that, the Collateral Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement in connection with all of the Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

Each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on, all of such Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent on behalf of and for the ratable benefit of the Lenders, pursuant to the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantors hereby authorize and request that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

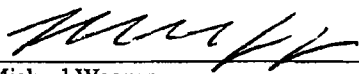
This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.


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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

eTOYS DIRECT, INC.

By: 
Name: Michael Wagner
Title: President and Chief Executive Officer

MY TWINN, INC.

By: 
Name: Michael Wagner
Title: President and Chief Executive Officer

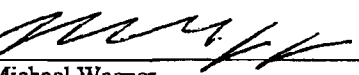
eTOYS DIRECT 1, LLC

By: eTOYS DIRECT, INC., as Managing Member

By: 
Name: Michael Wagner
Title: President and Chief Executive Officer

eTOYS DIRECT 2, LLC

By: eTOYS DIRECT, INC., as Managing Member

By: 
Name: Michael Wagner
Title: President and Chief Executive Officer

eTOYS DIRECT 3, LLC

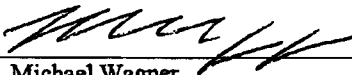
By: eTOYS DIRECT, INC., as Managing Member

By: 
Name: Michael Wagner
Title: President and Chief Executive Officer

(Trademark Security Agreement Signature Page)

GIFT ACQUISITION, L.L.C.

By: eTOYS DIRECT, INC., as Managing Member

By: 
Name: Michael Wagner
Title: President and Chief Executive Officer

(Trademark Security Agreement Signature Page)

TRADEMARK
REEL: 003572 FRAME: 0713

COLLATERAL AGENT:

THE CIT GROUP/BUSINESS CREDIT, INC.

By: Albert J. Forzano
Name: Al Forzano
Title: Vice President

(Trademark Security Agreement Signature Page)

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

eToys Direct, Inc. U.S. Registered Trademarks

Mark	Registration No.	Registration Date
POWER POGO	3167853	11/07/06
MY TWINN and Design	3185267	12/19/06
MY TWINN FRIEND	3172897	11/21/06
POSEABLE PETS BY MY TWINN	2705248	04/08/03
EKIDS	3042108	01/10/06
EKIDS	3042107	01/10/06
EKIDS	3042106	01/10/06
THE TOY MOM	2495094	10/02/01
EKID	2590410	07/09/02
THE SOFTWARE LOUNGE	2436709	03/20/01
TODAY'S SPOTLIGHT	2397916	10/24/00
WEEKEND SPOTLIGHT	2397905	10/24/00
WE GET TOYS	2458457	06/05/01
EKIDS	2436417	03/20/01
TWINNS AND FRIENDS	2598432	07/23/02
ETOYS	2806036	01/20/04
MYTWINN.COM	2471917	07/24/01
MY TWINN	2230190	03/09/99
ETOYS	2191558	09/22/98
MY TWINN and Design	1897057	05/30/95

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

Mark	Application No.	Filing Date
YUKON EXPRESS	78925453	07/10/06
BUILD A MARKER	77137084	03/21/07
THE JUST-LIKE-ME DOLL	77088446	01/22/07
CHILDHOOD DREAMS DELIVERED	77002289	09/19/06

My Twinn, Inc. U.S. Registered Trademarks

Mark	Registration No.	Registration Date
MY HEART BELONGS TO AMERICA!	2633663	10/08/02
CUDDLY BROTHERS	2304850	12/28/99
CUDDLY SISTERS	2213487	12/22/98

eToys Direct, Inc. Canadian Registered Trademark

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

My Twinn, Inc. Mexican Registered Trademarks

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

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