

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Parent Company		01/08/2008	CORPORATION:
Babyuniverse, Inc.		01/08/2008	CORPORATION:
eToys Direct, Inc.		01/08/2008	CORPORATION:
Poshtots, Inc.		01/08/2008	CORPORATION:
Dreamtime Baby, Inc.		01/08/2008	CORPORATION:
My Twinn, Inc.		01/08/2008	CORPORATION:
eToys Direct 1, LLC		01/08/2008	LIMITED LIABILITY COMPANY:
eToys Direct 2, LLC		01/08/2008	LIMITED LIABILITY COMPANY:
eToys Direct 3, LLC		01/08/2008	LIMITED LIABILITY COMPANY:
Gift Acquisition, L.L.C.		01/08/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	3260802	BABYUNIVERSE
Registration Number:	3126119	BABY UNIVERSE.COM
Registration Number:	3005805	DREAMTIME BABY
Registration Number:	2469267	A UNIVERSE OF BABY PRODUCTS AT BABY PRICES

CH \$990.00 3260802

Registration Number:	2545925	BABYUNIVERSE.COM
Registration Number:	2471278	BABY UNIVERSE.COM
Registration Number:	2332448	EPREGNANCY
Serial Number:	77211749	POSHCRAVINGS
Serial Number:	78878637	BABYTV.COM
Serial Number:	77303485	THE PARENT COMPANY
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
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:	77362533	MARKER BUILDER
Serial Number:	77333371	THE JUST-LIKE-ME DOLL
Serial Number:	77002289	CHILDHOOD DREAMS DELIVERED
Registration Number:	2633663	MY HEART BELONGS TO AMERICA!
Registration Number:	2304850	CUDDL Y BROTHERS
Registration Number:	2213487	CUDDL Y SISTERS
Registration Number:	3092160	POSHTOTS
Serial Number:	78665819	POSHLIVING

TRADEMARK

REEL: 003697 FRAME: 0244

CORRESPONDENCE DATA

Fax Number: (617)316-8263
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617.239.0632
Email: agrandy@eapdlaw.com
Correspondent Name: Adam M. Grandy
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	303596-1
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	01/15/2008

Total Attachments: 9
source=eToys - Trademark Security Agreement (re First Amendment)_Execution Copy#page1.tif
source=eToys - Trademark Security Agreement (re First Amendment)_Execution Copy#page2.tif
source=eToys - Trademark Security Agreement (re First Amendment)_Execution Copy#page3.tif
source=eToys - Trademark Security Agreement (re First Amendment)_Execution Copy#page4.tif
source=eToys - Trademark Security Agreement (re First Amendment)_Execution Copy#page5.tif
source=eToys - Trademark Security Agreement (re First Amendment)_Execution Copy#page6.tif
source=eToys - Trademark Security Agreement (re First Amendment)_Execution Copy#page7.tif
source=eToys - Trademark Security Agreement (re First Amendment)_Execution Copy#page8.tif
source=eToys - Trademark Security Agreement (re First Amendment)_Execution Copy#page9.tif

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 8, 2008, 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, each of eToys Direct, Inc. ("eToys Direct"), My Twinn, Inc. ("My Twinn"), BabyUniverse, Inc., a Florida corporation ("BabyUniverse (Florida)"), PoshTots, Inc. ("PoshTots"), and DreamTime Baby, Inc., a Florida corporation ("Dreamtime (Florida)"), and collectively with eToys Direct, My Twinn, BabyUniverse (Florida) and PoshTots, the "Existing Borrowers") and the Loan Guarantors (together with the Existing Borrowers, the "Loan Parties") are parties to that certain Amended and Restated Credit Agreement, dated as of October 12, 2007 with the Lenders and the Collateral Agent (as the same may be amended or supplemented from time to time, the "Credit Agreement"), pursuant to which the Lenders agreed, subject to the terms and conditions set forth therein, to make certain loans to the Existing Borrowers;

WHEREAS, in connection with the Credit Agreement, the Existing Borrowers and the Collateral Agent are parties to that certain Amended and Restated Pledge and Security Agreement, dated as of October 12, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which 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, concurrently herewith, the Existing Borrowers, The Parent Company, a Colorado corporation ("Parent"), BabyUniverse, Inc., a Colorado corporation ("BabyUniverse") and Dreamtime Baby, Inc., a Colorado corporation ("Dreamtime Baby") and collectively with Parent and BabyUniverse, the "Additional Borrowers") are executing and delivering an amendment to the Credit Agreement pursuant to which the Lenders deem, subject to the terms and conditions therein, the Additional Borrowers as "Borrowers" under the Credit Agreement and a "Loan Party" for all purposes under the Credit Agreement and the Lenders agree, subject to the terms and conditions set forth therein, to certain other changes as contained therein;

WHEREAS, concurrently herewith, the Additional Borrowers are executing and delivering a Joinder to Amended and Restated Pledge and Security Agreement (the "Joinder"), whereby each Additional Borrower shall be deemed to be a "Grantor" under and to be bound by all the terms and provisions of the Security 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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.

THE PARENT COMPANY

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title: Vice President and Chief Financial Officer

BABYUNIVERSE, INC.

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title: Vice President

eTOYS DIRECT, INC.

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title: Vice President

POSHTOTS, INC.

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title: Vice President

DREAMTIME BABY, INC.

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title: Vice President

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 003697 FRAME: 0249

MY TWINN, INC.

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title: Vice President

eTOYS DIRECT 1, LLC

By: eToys Direct, Inc., Managing Member

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title: Vice President

eTOYS DIRECT 2, LLC

By: eToys Direct, Inc., Managing Member

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title: Vice President

eTOYS DIRECT 3, LLC

By: eToys Direct, Inc., Managing Member

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title: Vice President

GIFT ACQUISITION, L.L.C.

By: eToys Direct, Inc., Managing Member

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title: Vice President

COLLATERAL AGENT:

THE CIT GROUP/BUSINESS CREDIT, INC.

By: _____
Name:
Title:

[Signature page to Trademark Security Agreement]

MY TWINN, INC.

By: _____
Name:
Title:

eTOYS DIRECT 1, LLC

By: _____
Name:
Title:

eTOYS DIRECT 2, LLC

By: _____
Name:
Title:

eTOYS DIRECT 3, LLC

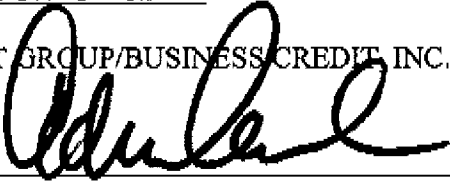
By: _____
Name:
Title:

GIFT ACQUISITION, L.L.C.

By: _____
Name:
Title:

COLLATERAL AGENT:

THE CIT GROUP/BUSINESS CREDIT INC.

By:  _____
Name:
Title: **Adrian Avalos**
Vice President

[Signature Page to Amended and Restated Trademark Security Agreement]

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

THE PARENT COMPANY

The Parent Company U.S. Registered Trademarks

Mark	Registration No.	Registration Date
BABY UNIVERSE	3260802	07/10/07
BABY UNIVERSE.COM and Design	3126119	08/08/06
DREAMTIME BABY	3005805	10/11/05
A UNIVERSE OF BABY PRODUCTS AT BABY PRICES	2469267	07/17/01
BABYUNIVERSE.COM	2545925	03/12/02
BABY UNIVERSE.COM and Design	2471278	07/24/01
EPREGNANCY	2332448	03/21/00

The Parent Company Pending Trademark Applications

Mark	Application No.	Filing Date
POSHCRAVINGS	77211749	06/21/07
BABYTV.COM	78878637	05/08/06
THE PARENT COMPANY	77303485	10/13/07

The Parent Company Canadian Registered Trademarks

Mark	Registration No.	Reg. Date
BABYUNIVERSE.COM and Design	TMA550126	08/23/01
A UNIVERSE OF BABY PRODUCTS AT BABY PRICES	TMA550125	08/23/01
BABYUNIVERSE.COM	TMA552168	10/09/01

The Parent Company Canadian Trademark Application

Mark	Application No.	Filing Date
BABYUNIVERSE.COM and Design	1295442	03/27/06

eTOYS DIRECT

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 ¹	77137084	03/21/07
MARKER BUILDER	77362533	01/02/08
THE JUST-LIKE-ME DOLL	77333371	11/19/07
CHILDHOOD DREAMS DELIVERED	77002289	09/19/06

eToys Direct, Inc. Canadian Registered Trademark

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

¹ eToys Direct voluntarily withdrew its application for 'Build a Marker' and applied for a new mark "Marker Builder."

MY TWINN

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

My Twinn, Inc. Mexican Registered Trademarks

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

POSHOTS

PoshTots, Inc. U.S. Registered Trademarks

Mark	Registration No.	Registration Date
POSHOTS and Design	3092160	05/16/06

PoshTots, Inc. Pending U.S. Trademark Application

Mark	Application No.	Filing Date
POSHLIVING	78665819	07/07/05