

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
The Parent Company		04/25/2008	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	BabyUniverse, Inc.		
Street Address:	717 17th Street, Suite 1300		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3260802	BABYUNIVERSE	
Registration Number:	2471278	BABY UNIVERSE.COM	
Registration Number:	2469267	A UNIVERSE OF BABY PRODUCTS AT BABY PRICES	
Registration Number:	2332448	EPREGNANCY	
Registration Number:	2545925	BABYUNIVERSE.COM	
Registration Number:	3126119	BABY UNIVERSE.COM	
CORRESPONDENCE DATA			
Fax Number:	(415)576-0300		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	303.571.4000		
Email:	denverteas@townsend.com		
Correspondent Name:	Shelley B. Mixon		
Address Line 1:	Two Embarcadero Center, Eighth Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Shelley B. Mixon		

TRADEMARK

900106722

REEL: 003778 FRAME: 0472

CH \$165.00 3260802

Signature:	/sbm/
Date:	05/13/2008
Total Attachments: 2 source=eToys TM Assignment 5#page1.tif source=eToys TM Assignment 5#page2.tif	

TRADEMARK ASSIGNMENT

This Assignment is made by and between The Parent Company, a Colorado corporation with an address of 717 17th Street, Suite 1300, Denver, Colorado 80202 (hereinafter "Assignor"), and BabyUniverse, Inc. a Colorado corporation with an address of 717 17th Street, Suite 1300, Denver, Colorado 80202 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the trademarks shown on the attached Schedule A and applications and registrations therefore (collectively referred to hereinafter as "the Marks"); and

WHEREAS, Assignor warrants that it owns ALL rights, title and interest of every kind, nature or description in and to the Marks, all rights therein, including any and all past, present and future registrations and applications therefor, all rights of renewal thereof, all rights to royalties for the licensing thereof, all claims for infringement thereof, and all goodwill pertaining thereto (hereinafter "All Rights in the Marks"); and,

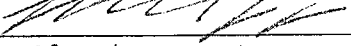
WHEREAS, Assignor desires to assign to Assignee All Rights in the Marks (as defined hereinabove);

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee All Rights in the Marks (as defined hereinabove).

The undersigned represents and warrants that (s)he has authority to execute this Assignment on behalf of Assignor, and to carry out all obligations imposed hereunder. The undersigned has read, understands, and agrees to the terms of this Assignment.



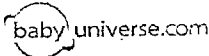

THE PARENT COMPANY

Dated: April 25, 2008

By 
Name: Michael Wago
Title: CEO

61304250 v1

SCHEDULE "A"
ASSIGNED TRADEMARK FILINGS

COUNTRY	MARK	REG NO. REG DATE
US	BABY UNIVERSE	3260802 07/10/07
US		2471278 07/24/01
CA		TMA550126 08/23/01
US	A UNIVERSE OF BABY PRODUCTS AT BABY PRICES	2469267 07/17/01
CA	A UNIVERSE OF BABY PRODUCTS AT BABY PRICES	TMA550125 08/23/01
US	EPREGNANCY	2332448 03/21/00
US	BABYUNIVERSE.COM	2545925 03/12/02
CA	BABYUNIVERSE.COM	TMA552168 10/09/01
US		3126119 08/08/06
CA		1295442 03/27/06

61304250 v1