

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		07/18/2008	CORPORATION:
eToys Direct, Inc.		07/18/2008	CORPORATION:
My Twinn, Inc.		07/18/2008	CORPORATION:
Babyuniverse, Inc.		07/18/2008	CORPORATION:
Poshtots, Inc.		07/18/2008	CORPORATION:
Dreamtime Baby, Inc.		07/18/2008	CORPORATION:
eToys Direct 1, LLC		07/18/2008	LIMITED LIABILITY COMPANY:
eToys Direct 2, LLC		07/18/2008	LIMITED LIABILITY COMPANY:
eToys Direct 3, LLC		07/18/2008	LIMITED LIABILITY COMPANY:
Gift Acquisition, L.L.C.		07/18/2008	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: 4

Property Type	Number	Word Mark
Serial Number:	77486738	POSHTOTS
Serial Number:	77486737	POSHTOTS
Serial Number:	77486735	POSHTOTS
Serial Number:	77486734	POSHTOTS

CH \$115.00 77486738

CORRESPONDENCE DATA

Fax Number: (617)316-8263
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6172390632
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:	07/18/2008

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 18, 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 pursuant to the terms of that certain Amended and Restated Credit Agreement, dated as of October 12, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among The Parent Company, a Colorado corporation, BabyUniverse, Inc., a Colorado corporation, eToys Direct, Inc., a Colorado corporation, PoshTots, Inc, a Colorado corporation, Dreamtime Baby, Inc., a Colorado corporation, My Twinn, Inc., a Colorado 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 continue to extend credit and make certain financial accommodations to the Borrowers;

WHEREAS pursuant to the 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"), 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.

THE PARENT COMPANY

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title:

eTOYS DIRECT, INC.

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title:

MY TWINN, INC.

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title:

BABYUNIVERSE, INC.

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title:

POSHTOTS, INC.

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title:

DREAMTIME BABY, INC.

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title:

eTOYS DIRECT 1, LLC

By: eTOYS DIRECT, INC., as Managing Member

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title:

eTOYS DIRECT 2, LLC

By: eTOYS DIRECT, INC., as Managing Member

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title:

eTOYS DIRECT 3, LLC

By: eTOYS DIRECT, INC., as Managing Member

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title:

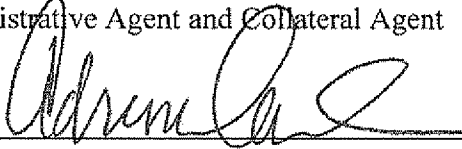
GIFT ACQUISITION, L.L.C.

By: eTOYS DIRECT, INC., as Managing Member

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title:

COLLATERAL AGENT:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Administrative Agent and Collateral Agent

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

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

PoshTots, Inc. U.S. Trademark Applications

Mark	Application No.	Filing Date
POSHTOTS	77486738	05/29/08
POSHTOTS	77486737	05/29/08
POSHTOTS	77486735	05/29/08
POSHTOTS	77486734	05/29/08

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