

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
The Parent Company		07/10/2008	CORPORATION: COLORADO
BabyUniverse, Inc.		07/10/2008	CORPORATION: COLORADO
eToys Direct, Inc.		07/10/2008	CORPORATION: COLORADO
My Twinn, Inc.		07/10/2008	CORPORATION: COLORADO
PoshTots, Inc.		07/10/2008	CORPORATION: COLORADO
DreamTime Baby, Inc.		07/10/2008	CORPORATION: COLORADO
eToys Direct 1, LLC		07/10/2008	LIMITED LIABILITY COMPANY: COLORADO
eToys Direct 2, LLC		07/10/2008	LIMITED LIABILITY COMPANY: COLORADO
eToys Direct 3, LLC		07/10/2008	LIMITED LIABILITY COMPANY: COLORADO
Gift Acquisition, L.L.C.		07/10/2008	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	Laminar Direct Capital, L.L.C., as Collateral Agent
Street Address:	120 West 45th Street, 39th Floor
Internal Address:	D.E. Shaw & Co., L.P.
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	3260802	BABYUNIVERSE
Registration Number:	3126119	BABY UNIVERSE.COM
Registration Number:	2545925	BABYUNIVERSE.COM

OP \$940.00 3260802

Registration Number:	2332448	EPREGNANCY
Registration Number:	3005805	DREAMTIME BABY
Registration Number:	3167853	POWER POGO
Registration Number:	3322279	CHILDHOOD DREAMS DELIVERED
Registration Number:	3042108	EKIDS
Registration Number:	3042107	EKIDS
Registration Number:	3042106	EKIDS
Registration Number:	2495094	THE TOY MOM
Registration Number:	2590410	EKID
Registration Number:	2458457	WE GET TOYS
Registration Number:	2806036	ETOYS
Registration Number:	2191558	ETOYS
Registration Number:	3185267	MY TWINN
Registration Number:	3172897	MY TWINN FRIEND
Registration Number:	2633663	MY HEART BELONGS TO AMERICA!
Registration Number:	2705248	POSEABLE PETS BY MY TWINN
Registration Number:	2598432	TWINNS AND FRIENDS
Registration Number:	2471917	MYTWINN.COM
Registration Number:	2304850	CUDDLY BROTHERS
Registration Number:	2230190	MY TWINN
Registration Number:	2213487	CUDDLY SISTERS
Registration Number:	1897057	MY TWINN
Registration Number:	3092160	POSHTOTS
Serial Number:	78878637	BABYTV.COM
Serial Number:	78925453	YUKON EXPRESS
Serial Number:	77362533	MARKER BUILDER
Serial Number:	77333371	THE JUST-LIKE-ME DOLL
Serial Number:	78665819	POSHLIVING
Serial Number:	77486738	POSHTOTS
Serial Number:	77486737	POSHTOTS
Serial Number:	77486735	POSHTOTS
Serial Number:	77486734	POSHTOTS
Serial Number:	77211749	POSHCRAVINGS
Serial Number:	77303485	THE PARENT COMPANY

CORRESPONDENCE DATA

Fax Number: (919)416-8328
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9192868041
Email: pto_tmconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	033532.117 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	07/31/2008

Total Attachments: 8
source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif
source=Trademark Security Agreement#page7.tif
source=Trademark Security Agreement#page8.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 10, 2008, is among each of the undersigned (each, a "Grantor"), and Laminar Direct Capital, L.L.C., in its capacity as Collateral Agent (the "Collateral Agent") for the lenders party to the Investment Agreement referred to below.

WITNESSETH:

WHEREAS, each of The Parent Company, a Colorado corporation ("Parent"), BabyUniverse, Inc., a Colorado corporation ("BabyUniverse"), eToys Direct, Inc., a Colorado corporation ("eToys Direct"), My Twinn, Inc., a Colorado corporation ("My Twinn"), PoshTots, Inc., a Colorado corporation ("PoshTots"), and DreamTime Baby, Inc., a Colorado corporation ("Dreamtime", and collectively with Parent, eToys Direct, My Twinn, BabyUniverse and PoshTots, the "Borrowers") and the Guarantors (together with the Borrowers, the "Loan Parties") are parties to that certain Investment Agreement, dated as of July 10, 2008 with the lenders from time to time party thereto (the "Lenders") and the Collateral Agent (as the same may be amended or supplemented from time to time, the "Investment Agreement"), pursuant to which the Lenders agreed, subject to the terms and conditions set forth therein, to make certain loans to the Borrowers;

WHEREAS in connection with the Investment Agreement, the Loan Parties and the Collateral Agent are parties to that certain Pledge and Security Agreement, dated as of July 10, 2008 (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 Obligations (as defined in the Investment Agreement) including the obligations of the Loan Parties under the Investment Agreement;

WHEREAS the parties to the Investment 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 Investment Agreement) shall occur and be continuing, the right to exercise its remedies under the Investment Agreement in connection with all of the Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Investment 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 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:

BABYUNIVERSE, INC.

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title:

eTOYS DIRECT, 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:

THE PARENT COMPANY
TRADEMARK SECURITY AGREEMENT

MY TWINN, INC.

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title:

eTOYS DIRECT 1, LLC

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title:

eTOYS DIRECT 2, LLC

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title:

eTOYS DIRECT 3, LLC

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title:

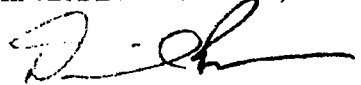
GIFT ACQUISITION, L.L.C.

By: Barry Hollingsworth
Name: Barry Hollingsworth
Title:

THE PARENT COMPANY
TRADEMARK SECURITY AGREEMENT

COLLATERAL AGENT:

LAMINAR DIRECT CAPITAL, L.L.C.

By:  _____

Name: Daniel Posner

Title: Authorized Signatory

THE PARENT COMPANY
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003825 FRAME: 0918

Schedule A
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARKS

BabyUniverse, Inc. U.S. Registered Trademarks

Mark	Registration No.	Registration Date
BABYUNIVERSE	3260802	07/10/07
BABYUNIVERSE.COM and Design	3126119	08/08/06
BABYUNIVERSE.COM	2545925	03/12/02
EPREGNANCY	2332448	03/21/00

BabyUniverse, Inc. U.S. Pending Trademark Application

Mark	Application No.	Filing Date
BABYTV.COM	78878637	05/08/06

Dreamtime Baby, Inc. U.S. Registered Trademark

Mark	Registration No.	Registration Date
DREAMTIME BABY	3005805	10/11/05

eToys Direct, Inc. U.S. Registered Trademarks

Mark	Registration No.	Registration Date
POWER POGO	3167853	11/07/06
CHILDHOOD DREAMS DELIVERED	3322279	10/30/07
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
WE GET TOYS	2458457	06/05/01
ETOYS	2806036	01/20/04
ETOYS	2191558	09/22/98

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

Mark	Application No.	Filing Date
YUKON EXPRESS	78925453	07/10/06
MARKER BUILDER	77362533	01/02/08

My Twinn, Inc. U.S. Registered Trademarks

Mark	Registration No.	Registration Date
MY TWINN and Design	3185267	12/19/06
MY TWINN FRIEND	3172897	11/21/06
MY HEART BELONGS TO AMERICA!	2633663	10/08/02
POSEABLE PETS BY MY TWINN	2705248	04/08/03
TWINNS AND FRIENDS	2598432	07/23/02
MYTWINN.COM	2471917	07/24/01
CUDDLY BROTHERS	2304850	12/28/99
MY TWINN	2230190	03/09/99
CUDDLY SISTERS	2213487	12/22/98
MY TWINN and Design	1897057	05/30/95

My Twinn, Inc. U.S. Pending Trademark Applications

Mark	Application No.	Filing Date
THE JUST-LIKE-ME DOLL	77333371	11/19/07

PoshTots, Inc. U.S. Registered Trademarks

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

PoshTots, Inc. U.S. Trademark Applications

Mark	Application No.	Filing Date
POSHLIVING	78665819	07/07/05
POSHTOTS	77486738	05/29/08
POSHTOTS	77486737	05/29/08
POSHTOTS	77486735	05/29/08
POSHTOTS	77486734	05/29/08
POSHCRAVINGS	77211749	06/21/07

The Parent Company U.S. Trademark Application

Mark	Application No.	Filing Date
THE PARENT COMPANY	77303485	10/13/07

eToys Direct, Inc. Canadian Registered Trademark

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

The Parent Company Canadian Registered Trademarks

Mark	Registration No.	Reg. Date
BABYUNIVERSE.COM and Design	TMA705996	01/29/08
BABYUNIVERSE.COM and Design	TMA550126	08/23/01
BABYUNIVERSE.COM	TMA552168	10/09/01
A UNIVERSE OF BABY PRODUCTS AT BABY PRICES	TMA550125	08/23/01

My Twinn, Inc. Mexican Registered Trademarks

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