

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ETOYS DIRECT, INC.		02/19/2009	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	TPC Acquisition LLC		
Street Address:	1299 Main Street		
City:	Rahway		
State/Country:	NEW JERSEY		
Postal Code:	07065		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76037234	EKIDS	
Serial Number:	76037229	EKIDS	
Serial Number:	76037050	EKIDS	
CORRESPONDENCE DATA			
Fax Number:	(212)953-7201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 415-9200		
Email:	ny.trademark@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	250 Park Avenue, 15th Floor		
Address Line 4:	New York, NEW YORK 10177		
NAME OF SUBMITTER:	Sarah M. Robertson		
Signature:	/smr/		
Date:	03/02/2009		

OP \$90.00 76037234

Total Attachments: 8

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DOMAIN NAME AND TRADEMARK ASSIGNMENT AGREEMENT

This Domain Name and Trademark Assignment Agreement (the "*Assignment*") is made and entered into as of this 19th day of February, 2009 (the "*Effective Date*") by and between ETOYS DIRECT, INC., a Colorado corporation ("*Assignor*"), and TPC Acquisition, LLC, a New Jersey limited liability company ("*Assignee*").

Assignor confirms and acknowledges that:

A. On December 28, 2008 (the "*Petition Date*"), Assignor and certain of its affiliates filed voluntary petitions for reorganization relief (the "*Bankruptcy Cases*") pursuant to chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "*Bankruptcy Code*"), in the United States Bankruptcy Court for the District of Delaware (the "*Bankruptcy Court*"); and

B. Assignor desires to sell, transfer and assign to Assignee, and Assignee desires to acquire from Assignor, pursuant to Section 363 of the Bankruptcy Code, the Domain Names (as defined herein).

C. Assignor desires to sell, transfer and assign to Assignee, and Assignee desires to acquire from Assignor, pursuant to Section 363 of the Bankruptcy Code, the trademarks identified on Schedule A hereto, the registrations therefor, together with the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree that:

1. Assignment of Domain Names. Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, all of Assignor's right, title and interest in and to the domain names "ekid.com," "ekids.com" and "playtimekids.com" and any goodwill symbolized thereby, and all rights to sue for past, present or future infringement and to receive any recoveries therefor (collectively, the "*Domain Names*"). Upon the Effective Date, Assignor shall unlock the Domain Names, provide Assignee with the authorization codes to transfer the Domain Names and use commercially reasonable efforts to undertake such other acts as may be reasonably required to transfer the Domain Names to Assignee.

2. Assignment of Trademark. Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, all of Assignor's right, title and interest in and to the trademarks set forth in the attached Schedule A, the registrations therefor, together with the goodwill of the business associated therewith, and all rights to sue for past, present and future infringement and to receive any recoveries therefor (collectively, the "*Trademarks*").

3. Purchase Price. In consideration of the transfer of the Domain Names and the Trademarks to Assignee, Assignee will pay to Assignor Seventeen Thousand Dollars (\$17,000) (the "*Cash Payment*"). Prior to the Effective Date, Assignee delivered to Assignor c/o Pachulski Stang Ziehl & Jones LLP an aggregate of Seventeen Hundred Dollars (\$1,700) (the "*Deposit*"). On the Effective Date, Assignee shall pay to Assignor, by wire transfer of

immediately available funds to an account designated by Assignor, an amount equal to the Cash Payment less the Deposit.

4. Representations and Warranties. Assignor represents and warrants to Assignee that Assignor owns the Domain Names and the Trademarks, and Assignee will be vested with good title to the Domain Names and the Trademarks, free and clear of all liens and encumbrances of any nature whatsoever, to the fullest extent permissible under Section 363(f) of the Bankruptcy Code. To Assignor's knowledge, no claim by any third party regarding ownership and/or use of the Domain Names or the Trademarks exist as of the date hereof, and no third party has manifested such ownership rights. Notwithstanding anything contained in this Assignment to the contrary, Assignee acknowledges and agrees that Assignor is not making any representations or warranties whatsoever, express or implied, beyond those expressly given by Assignor in this Section 4 hereof. Assignee acknowledges and agrees that, except for the representations and warranties contained herein, the Domain Names and the Trademarks are being transferred, as to condition, on an "AS IS" basis and "WITH ALL FAULTS." Without in any way limiting the foregoing, Assignor hereby disclaim any warranty (express or implied) of merchantability or fitness for any particular purpose as to any portion of the Domain Names or the Trademarks.

5. Counterparts. This Assignment may be executed in any number of counterparts, and by the parties hereto on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Assignment, but all the counterparts shall together constitute but one and the same instrument. Each counterpart may be delivered by facsimile transmission or portable data format (PDF), which transmission shall be deemed delivery of an originally executed document.

6. Successors and Assigns. This Assignment will be binding on, and will inure to the benefit of, the successors and permitted assigns of the Assignor and Assignee.

7. Assignment. Neither this Assignment nor any rights and obligations hereunder may be transferred or assigned without the other party's prior written consent until Assignee makes the payments required by Section 3 of this Assignment. After Assignee makes the payments required under Section 3 of this Assignment, Assignee shall have complete freedom to sell, encumber, transfer, assign or otherwise dispose of its rights relating to the Domain Names and the Trademarks in any manner whatsoever; provided, however, that no such assignment shall relieve Assignee of its obligations hereunder.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in Delaware, and, to the extent applicable, the Bankruptcy Code.

9. Mutual Cooperation. Assignor and Assignee shall execute such other documents and take such further actions as may be reasonably required to effectuate the terms and conditions of this Agreement.

10. No Survival of Representations and Warranties. Assignor and Assignee hereto agree that the representations and warranties contained in this Assignment shall not survive the

Effective Date, and neither Assignor nor Assignee shall have any liability to each other after the Effective Date for any breach thereof. Assignor and Assignee hereto agree that the covenants contained in this Assignment to be performed at or after the Effective Date shall survive, and Assignor and Assignee shall be liable to the other after the Effective Date for any breach thereof.

11. Preservation of Records. Assignor (or any subsequently appointed bankruptcy estate representative, including, but not limited to, a trustee, the official committee of unsecured creditors of Assignor, a creditor trustee or a plan administrator) and Assignee agree that each of them shall preserve and keep the records held by it or their respective affiliates relating to the Domain Names and the Trademarks prior to the Effective Date for a period of three (3) years from the Effective Date and shall make such records and personnel available to the other as may be reasonably required by such party in connection with, among other things, any estate claims or causes of action, any insurance claims by, legal proceedings or tax audits against or governmental investigations of Assignor or Assignee or any of their affiliates or in order to enable Assignor or Assignee to comply with their respective obligations under this Assignment and each other agreement, document or instrument contemplated hereby or thereby. In the event Assignor, on the one hand, or Assignee, on the other hand, wish to destroy such records after that time, such party shall first give ninety (90) days' prior written notice to the other and such other party shall have the right at its option and expense, upon prior written notice given to such party within that ninety (90) day period, to take possession of the records within one hundred and eighty (180) days after the date of such notice.

12. Bankruptcy Court Approval. Notwithstanding payment of the Cash Payment by Assignee, the sale, transfer, assignment, conveyance and delivery of the Domain Names and the Trademarks by Assignor to Assignee and the Assignor's obligations hereunder are subject to the approval of the Bankruptcy Court. In the event that the Bankruptcy Court does not approve this Assignment, Assignor will return the Cash Payment to Assignee.

13. Notices. All notices and other communications under this Assignment shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of receipt), (ii) when sent by facsimile (with written confirmation of transmission) or electronic mail (and no notice of failure of delivery was received within a reasonable time after such message was sent) or (iii) one business day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses, facsimile numbers and e-mail addresses (or to such other address, facsimile number or e-mail address as a party hereto may have specified by notice given to the other party hereto pursuant to this provision):

If to Assignor, to:

The Parent Company
717 17th Street, Suite 1300
Denver, CO 80202
Attention: Chief Restructuring Officer
Telecopier: (303) 226-8650
E-mail: dgibson@gwrlle.com

With a copy (which shall not constitute notice) to:

Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Boulevard, 11th Floor
Los Angeles, CA 90067-4100
Attention: Jeffrey W. Dulberg
Telecopier: (310) 201-0760
E-mail: jdulberg@pszjlaw.com

With a copy (which shall not constitute notice) to:

D.E. Shaw Laminar Lending 3 (C), L.L.C.
c/o D.E. Shaw & Co., L.P.
120 West 45th Street, 39th Floor
New York, New York 10036
Attention: Sarah Johnson
E-mail: Sarah.Johnson@deshaw.com
Telecopier: (212)845-1833
Attention: Debbie Blank
Telecopier: (713) 292-5454
E-mail: Debbie.blank@deshaw.com

With a copy (which shall not constitute notice) to:

Klee, Tuchin, Bogdanoff & Stern LLP
1999 Avenue of the Stars, 39th Floor
Los Angeles, California 90067
Attn: Michael L. Tuchin
Telecopier: (310) 407-9090
E-mail: MTuchin@ktbslaw.com

With a copy (which shall not constitute notice) to:

Arent Fox LLP
1675 Broadway
New York, New York 10019
Attn: Schuyler Carroll
Telecopier: (212) 484-3990
E-mail: carroll.schuyler@arentfox.com

If to Assignee, to:

TPC Acquisition LLC
c/o KIDdesigns, Inc.
1299 Main Street
Rahway, New Jersey 07065

Attention: Isaac Ashkenazi, President
Marcos Zalta, Esq., Vice President, Business and Legal Affairs
Telecopier: (732) 574-3797
E-mail: mzalta@sditech.com; iaskenzi@sditech.com

With a copy (which shall not constitute notice) to:

Fishbach Herten
767 Third Avenue/20th Floor
New York, New York 10017
Attn: Myron Fishbach, Esq.
Telecopier: (212) 593-2441
E-mail: mf@fishbachlaw

With a copy (which shall not constitute notice):

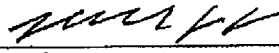
Marilyn Simon & Associates
110 East 59th Street/23rd Floor
New York, New York 10022
Telecopier: (212) 759-7690
E-mail: msimon@msimonassoc.com

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

ETOYS DIRECT, INC.,
a Colorado corporation,
Debtor and Debtor in Possession

By: 
Name: Michael Wagner
Its: CEO

ASSIGNEE:

TPC ACQUISITION, LLC,
a New Jersey limited liability company

By: _____
Name: _____
Its: _____

SIGNATURE PAGE TO DOMAIN NAME AND TRADEMARK ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

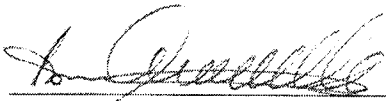
ASSIGNOR:

ETOYS DIRECT, INC.,
a Colorado corporation,
Debtor and Debtor in Possession

By: _____
Name: _____
Its: _____

ASSIGNEE:

TPC ACQUISITION LLC,
a New Jersey limited liability company

By:  _____
Name: Isaac Ashkenazi _____
Its: Manager _____

SIGNATURE PAGE TO DOMAIN NAME AND TRADEMARK ASSIGNMENT AGREEMENT

Schedule A

TRADEMARK	COUNTRY	CLASSES	APPL. NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ATTY(S) HANDLING CLIENT REF.
EKIDS	US	41	76/037234 04/28/2000	3042108 01/10/2006	Registered Next Due Date: Section 8 & 15 Open 01/10/2011	026075-002200US (DES)
EKIDS	US	35	76/037229 04/28/2000	3042107 01/10/2006	Registered Next Due Date: Section 8 & 15 Open 01/10/2011	026075-002300US (DES)
EKIDS	US	42	76/037050 04/28/2000	3042106 01/10/2006	Registered Next Due Date: Section 8 & 15 Open 01/10/2011	026075-002400US (DES)