

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
eToys Direct, Inc.		02/18/2009	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Eagle, LLC		
Street Address:	One Geoffrey Way		
City:	Wayne		
State/Country:	NEW JERSEY		
Postal Code:	07470		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2191558	ETOYS	
Registration Number:	2806036	ETOYS	
Registration Number:	3322279	CHILDHOOD DREAMS DELIVERED	
Registration Number:	2458457	WE GET TOYS	
Registration Number:	3464451	YUKON EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	(212)541-4630		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-541-2000		
Email:	toysuspto@bryancave.com		
Correspondent Name:	Patricia L. Werner/Bryan Cave LLP		
Address Line 1:	1290 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10104		
ATTORNEY DOCKET NUMBER:	0230768/ETOYS.ETAL		

CH \$140.00 2191558

NAME OF SUBMITTER:	Patricia L. Werner
Signature:	/Patricia L. Werner/
Date:	06/16/2009
Total Attachments: 4 source=etoystoeagleassign#page1.tif source=etoystoeagleassign#page2.tif source=etoystoeagleassign#page3.tif source=etoystoeagleassign#page4.tif	

**TRADEMARK ASSIGNMENT AGREEMENT BETWEEN
eTOYS DIRECT, INC AND EAGLE, LLC**

THIS TRADEMARK ASSIGNMENT AGREEMENT is entered into as of February 18, 2009 by and between **eToys Direct, Inc.**, a Colorado corporation ("Assignor"), and **Eagle, LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor has adopted and used in its business the fictitious names, logos, designs, domain names, common law trademarks and service marks and trademark and service mark registrations and applications listed on the attached Schedule A (hereinafter referred to as the "Marks"); and

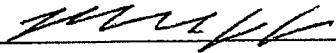
WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Marks and any applications or registrations therefor, together with the goodwill of the business in connection with which the Marks is used and which are symbolized by the Marks, along with the right to recover damages and profits for past infringements thereof; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and convey unto Assignee, all right, title and interest in and to the Marks, including such other trademarks, service marks, trade names, domain names and trade dress as may be owned by Assignor and used in connection with the Marks, and any applications or registrations therefor, together with the goodwill of the business in connection with which the Marks is used and which is symbolized by the Marks, including, but not limited to, the use of the Marks in any manner; and Assignor does hereby further assign, sell, transfer and convey unto Assignee any and all claims of Assignor for past infringement and any and all causes of action of Assignor with respect to or arising out of the Marks, along with the right to recover damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Assignment Agreement for and on behalf of Assignor as of the day and year first above written.

eToys Direct, Inc.

By: 

Title: CEO

Eagle, LLC

By: _____

Title: _____

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Assignment Agreement for and on behalf of Assignor as of the day and year first above written.

eToys Direct, Inc.

By: _____

Title: _____

Eagle, LLC

By: Mat _____

Title: VP- Corporate Counsel _____

SCHEDULE A

TRADEMARKS

TRADEMARK	COUNT RY	CLASS(ES)	APPL. NO FILING DATE	REG NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ATTY(S) HANDLING CLIENT REF.
ETOYS	US	35	75/293818 05/19/1997	2191558 09/22/1998	Registered Next Due Date: Next Renewal Due 09/22/2018	026075- 001800US (DES)
ETOYS	US	28, 35	75/611845 12/24/1998	2806036 01/20/2004	Registered Next Due Date: Section 8 & 15 Open 01/20/2009	026075- 001900US (DES)
CHILDHOOD DREAMS DELIVERED	US	35	77/002289 09/19/2006	3322279 10/30/2007	Registered Next Due Date: Section 8 & 15 Open 10/30/2012	026075- 002500US (DES)
THE TOY MOM	US	35	76/008084 03/23/2000	2495094 10/02/2001	Registered Next Due Date: Next Renewal Due 10/02/2011	026075- 002100US (DES)
WE GET TOYS	Canada		1061660 07/12/2000	TMA567685 09/19/2002	Registered Next Due Date: Next Renewal Due 09/19/2017	026075- 001400CA (DES)
WE GET TOYS	US	35	75/790954 09/02/1999	2458457 06/05/2001	Registered Next Due Date: Next Renewal Due 06/05/2011	026075- 002000US (DES)
YUKON EXPRESS	US	28	78/925453 07/10/2006	3464451 07/08/2008	Registered Next Due Date: Section 8 & 15 Open 07/08/2013	026075- 001600US (DES)

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