

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BabyUniverse, Inc.		02/18/2009	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Eagle, LLC		
<b>Street Address:</b>	One Geoffrey Way		
<b>City:</b>	Wayne		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07470		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3260802	BABYUNIVERSE	
Registration Number:	2545925	BABYUNIVERSE.COM	
Registration Number:	3126119	BABY UNIVERSE.COM	
<b>CORRESPONDENCE DATA</b>			
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/BABYUNIVERSE		
NAME OF SUBMITTER:	Patricia L. Werner		
Signature:	/Patricia L. Werner/		

CH \$90.00 3260802

Date:

06/16/2009

**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT BETWEEN  
BABYUNIVERSE, INC. AND EAGLE, LLC**

THIS TRADEMARK ASSIGNMENT AGREEMENT is entered into on February 18, 2009 by and between **BabyUniverse, 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

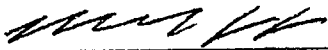
WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Marks and any applications or registrations therefor, together with the goodwill of the business in connection with which the Marks is used and which are symbolized by the Marks, along with the right to 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.

**BabyUniverse, Inc.**

By:   
Title: CEO

**Eagle, LLC**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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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.

**BabyUniverse, Inc.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Eagle, LLC**

By: M. T. [Signature]  
Title: VP - Corporate Counsel

**SCHEDULE A**

**TRADEMARKS**




**BABY UNIVERSE, INC.**

TRADEMARK	COUNTRY	CLASS(ES)	APPL. NO FILING DATE	REG NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ATTY(S) HANDLING CLIENT REF.
A UNIVERSE OF BABY PRODUCTS AT BABY PRICES	Canada		1043794 01/24/2000	TMA550125 08/23/2001	Registered Next Due Date: Next Renewal Due 08/23/2016	027262- 000600CA (DES)
BABYUNIVERSE	US	35	78/947295 08/08/2006	3260802 07/10/2007	Registered Next Due Date: Section 8 & 15 Open 07/10/2012	027262- 000900US (DES)
BABYUNIVERSE.COM	Canada		1043795 01/24/2000	TMA552168 10/09/2001	Registered Next Due Date: Next Renewal Due 10/09/2016	027262- 000200CA (DES)
BABYUNIVERSE.COM	US	35	75/902328 01/24/2000	2545925 03/12/2002	Registered Next Due Date: Next Renewal Due 03/12/2012	027262- 000200US (DES)
BabyUniverse.com and Design	Canada		1295442 03/27/2006	TMA705996 01/29/2008	Registered Next Due Date: Next Renewal Due 01/29/2023	027262- 000100CA (DES)
BabyUniverse.com and Design	Canada		1043796 01/24/2000	TMA550126 08/23/2001	Registered Next Due Date: Next Renewal Due 08/23/2016	027262- 000700CA (DES)
BabyUniverse.com and Design	US	35	75/902327 01/24/2000	2471278 07/24/2001	Registered (Do Not Renew) Next Due Date: Next Renewal Due 07/24/2011	027262- 000700US (DES)


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TRADEMARK	COUNTRY	CLASS(ES)	APPL. NO FILING DATE	REG NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ATTY(S) HANDLING CLIENT REF.
BabyUniverse.com and Design	US	35	78617364 04/26/2005	3126119 08/08/2006	Registered Next Due Date: Section 8 & 15 Open 08/08/2011	027262- 000100US (DES)

Additional information specifying certain "BabyUniverse" Trademarks that fall within the scope of this Trademark Assignment:

MARK	COUNTRY	GOODS/SERVICES
	Canada	Computerized on-line ordering services from wholesale distributorships, all featuring the following baby products namely bath tubs, seats and accessories therefor, bedding, clothing, diaper bags, diaper pails and accessories therefor, feeding supplies namely bottles, bottles warmers, breast pumps and dishware, furniture namely clocks, cribs, hampers and lamps, grooming aids namely brushes, combs and manicure instruments, healthcare items namely aspirators, humidifiers, pacifiers, spoons for dispensing medicine, thermometers and toothbrushes, and toys.
	Canada	Computerized on-line search and ordering service featuring the wholesale and retail distribution of baby products, namely bath tubs, seats and accessories; bedding; clothing; diaper bags, pails and accessories; feeding supplies, including bottles, bottle warmers, breast pumps and dishware; furniture, namely clocks, cribs, hampers and lamps; grooming aids, namely brushes, combs and manicure instruments; healthcare items, namely aspirators, humidifiers, pacifiers, spoons for dispensing medicine, thermometers and toothbrushes; and toys.
	U.S.	computerized on-line ordering services from wholesale distributorships, all featuring the following baby products, namely, bath tubs, seats and accessories therefor; bedding; clothing; diaper bags, diaper pails and accessories therefor; feeding supplies, namely, bottles, bottle warmers, breast pumps and dishware; furniture, namely, clocks, cribs, hampers, and lamps; grooming aids, namely, brushes, combs and manicure instruments; healthcare items, namely, aspirators, humidifiers, pacifiers, spoons for dispensing medicine, thermometers and toothbrushes; and toys

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MARK	COUNTRY	GOODS/SERVICES
	U.S.	computerized on-line ordering services from wholesale distributorships, all featuring the following baby products, namely, bath tubs, seats and accessories therefor; bedding; clothing; diaper bags, diaper pails and accessories therefor; feeding supplies, namely, bottles, bottle warmers, breast pumps and dishware; furniture, namely, clocks, cribs, hampers, and lamps; grooming aids, namely, brushes, combs and manicure instruments; healthcare items, namely, aspirators, humidifiers, pacifiers, spoons for dispensing medicine, thermometers and toothbrushes; and toys
BABYUNIVERSE	U.S.	computerized on-line ordering services from wholesale distributorships, all featuring the following baby products, namely, bath tubs, seats and accessories therefor; bedding; clothing; diaper bags, diaper pails and accessories therefor; feeding supplies, namely, bottles, bottle warmers, breast pumps and dishware; furniture, namely, clocks, cribs, hampers, and lamps; grooming aids, namely, brushes, combs and manicure instruments; healthcare items, namely, aspirators, humidifiers, pacifiers, spoons for dispensing medicine, thermometers and toothbrushes; and toys
BABYUNIVERSE.COM	U.S.	computerized on-line ordering services from wholesale distributorships, all featuring the following baby products, namely, bath tubs, seats and accessories therefor; bedding; clothing; diaper bags, diaper pails and accessories therefor; feeding supplies, namely, bottles, bottle warmers, breast pumps and dishware; furniture, namely, clocks, cribs, hampers, and lamps; grooming aids, namely, brushes, combs and manicure instruments; healthcare items, namely, aspirators, humidifiers, pacifiers, spoons for dispensing medicine, thermometers and toothbrushes; and toys

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