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
Toys "R" Us, Inc., successor-in-interest to Eagle, LLC		06/15/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Geoffrey, LLC
Street Address:	One Geoffrey Way
City:	Wayne
State/Country:	NEW JERSEY
Postal Code:	07470
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3260802	BABYUNIVERSE
Registration Number:	2545925	BABYUNIVERSE.COM
Registration Number:	3126119	BABY UNIVERSE.COM
Registration Number:	3005805	DREAMTIME BABY
Registration Number:	3322279	CHILDHOOD DREAMS DELIVERED
Registration Number:	2458457	WE GET TOYS
Registration Number:	3464451	YUKON EXPRESS
Registration Number:	2191558	ETOYS
Registration Number:	2806036	ETOYS
Registration Number:	2332448	EPREGNANCY

CH $265.00 3260802

CORRESPONDENCE DATA

Fax Number: (212)541-4630

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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/TOYS/EAGLE.TO.GEO
NAME OF SUBMITTER:	Patricia L. Werner
Signature:	/Patricia L. Werner/
Date:	06/19/2009

Total Attachments: 2
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TRADEMARK ASSIGNMENT AGREEMENT BETWEEN TOYS "R" US, INC., SUCCESSOR-IN-INTEREST TO EAGLE, LLC, AND GEOFFREY, LLC

THIS TRADEMARK ASSIGNMENT AGREEMENT is entered into as of June 15, 2009 by and between Toys "R" Us, Inc., successor-in-interest to Eagle, LLC and a Delaware corporation, located at One Geoffrey Way, Wayne, NJ 07470 ("Assignor") and Geoffrey, LLC, a Delaware limited liability company, located at One Geoffrey Way, Wayne, NJ 07470 ("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.

Toys "R" Us, Inc.
successor-in-interest to Eagle, LLC

By: _____

Name: Matthew Loncar

Title: VP - Corporate Counsel

Date: June 15, 2009

37940-1

SCHEDULE A

TRADEMARK	REG. NO.	Current Listed Owner
BABYUNIVERSE	3,260,802	BabyUniverse, Inc.
BABYUNIVERSE.COM	2,545,925	BabyUniverse, Inc.
BABYUNIVERSE.COM and Design	2,471,278	BabyUniverse, Inc.
BABYUNIVERSE.COM and Design	3,126,119	BabyUniverse, Inc.
DREAMTIME BABY	3,005,805	Dreamtime Baby, Inc.
CHILDHOOD DREAMS DELIVERED	3,322,279	eToys Direct, Inc.
WE GET TOYS	2,458,457	eToys Direct, Inc.
YUKON EXPRESS	3,464,451	eToys Direct, Inc.
ETOYS	2,191,558	eToys Direct, Inc.
ETOYS	2,806,036	eToys Direct, Inc.
EPREGNANCY	2,332,448	The Parent Company