

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
PoshTots, Inc.		02/06/2009	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	Posh Ventures, LLC
Street Address:	9510 Osborne Turnpike
City:	Henrico
State/Country:	VIRGINIA
Postal Code:	23231
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77508211	POSHLIVING
Registration Number:	3486252	POSHLIVING
Serial Number:	77486738	POSHTOTS
Serial Number:	77486737	POSHTOTS
Serial Number:	77486735	POSHTOTS
Serial Number:	77486734	POSHTOTS
Registration Number:	3092160	POSHTOTS
Registration Number:	3470601	POSHCRAVINGS

CORRESPONDENCE DATA

Fax Number: (804)698-2230
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 804-775-1166
 Email: jpeyton@mcguirewoods.com
 Correspondent Name: Janet P. Peyton
 Address Line 1: 901 E. Cary Street

OP \$215.00 77508211

Address Line 4: Richmond, VIRGINIA 23219

ATTORNEY DOCKET NUMBER: 2058041-0200

NAME OF SUBMITTER: Janet P. Peyton

Signature: /Janet P. Peyton/

Date: 12/15/2009

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of February 6, 2009, and effective as of this date, is made by and among THE PARENT COMPANY, a Colorado corporation ("Parent"), ETOYS DIRECT, INC., a Colorado corporation ("eToys Direct"), ETOYS DIRECT 1, LLC, a Delaware limited liability company ("eToys 1"), ETOYS DIRECT 2, LLC, a Delaware limited liability company ("eToys 2"), ETOYS DIRECT 3, LLC, a Delaware limited liability company ("eToys 3"), BABYUNIVERSE, INC., a Colorado corporation ("BabyUniverse"), POSHTOTS, INC., a Colorado corporation ("PoshTots"), DREAMTIME BABY, INC., a Colorado corporation ("Dreamtime"), MY TWINN, INC., a Colorado corporation ("My Twinn"), GIFT ACQUISITION, L.L.C., a Delaware limited liability company ("Gift", and collectively with Parent, eToys Direct, eToys 1, eToys 2, and eToys 3, BabyUniverse, PoshTots, Dreamtime, and My Twinn, "Assignors"), and POSH VENTURES, LLC, a Virginia limited liability company ("Assignee").

WHEREAS, Assignors desires to convey to Assignee all right, title, and interest in and to the Trademarks (as defined below); and

WHEREAS, Assignee desires to acquire the Trademarks;

NOW, THEREFORE, in consideration of the premises and mutual covenants and the agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors, intending to be legally bound, hereby agrees as follows:

1. Assignors does hereby irrevocably and unconditionally sell, assign, convey, transfer and deliver to Assignee and its successors and assigns, to and for its or their use forever all of the right, title, and interest of the Assignors in and to the trademarks set forth on Schedule 1 attached hereto (the "Trademarks") together with the goodwill that the Assignors and his licensees have developed in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by the Assignors had this Assignment not been made. Without limitation of the foregoing, the rights hereby assigned to Assignee include the common law rights and rights in pending applications, if any, for the Trademarks.

2. The rights assigned hereunder specifically include the right to sue for any and all past infringements of the Trademarks, and to receive any and all damages awarded as a result of any such claim.

3. The terms and provisions of this Assignment shall be binding upon the Assignors and its respective successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.

4. Nothing in this Assignment is intended to or shall confer upon any person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Assignment or any transaction contemplated by this Assignment.

5. This Assignment shall be governed by and construed and enforced in accordance the laws of the State of Delaware without regard to conflicts of law provisions thereof.

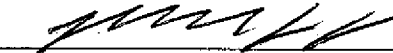
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed and delivered as of the date first set forth above.

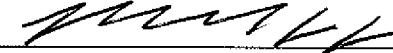
Assignors:

ETOYS DIRECT 1, LLC


By: eToys Direct, Inc.,
its Managing Member

By: 
Name: Michael Wagner
Title: CEO


THE PARENT COMPANY

By: 
Name: Michael Wagner
Title: CEO


BABYUNIVERSE, INC.

By: 
Name: Michael Wagner
Title: CEO

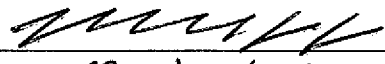
ETOYS DIRECT, INC.

By: 
Name: Michael Wagner
Title: CEO

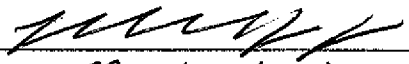
POSHTOTS, INC.

By: 
Name: Michael Wagner
Title: CEO

DREAMTIME BABY, INC.

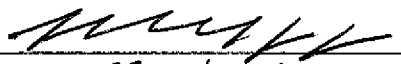
By: 
Name: Michael Wagner
Title: CEO

MY TWINN, INC.

By: 
Name: Michael Wagner
Title: CEO

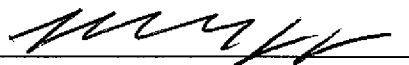
ETOYS DIRECT 2, LLC

By: eToys Direct, Inc.,
its Managing Member

By: 
Name: Michael Wagner
Title: CEO

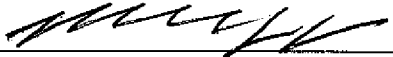
ETOYS DIRECT 3, LLC

By: eToys Direct, Inc.,
its Managing Member

By: 
Name: Michael Wagner
Title: CEO

GIFT ACQUISITION, L.L.C.

By: eToys Direct, Inc.,
its Managing Member

By: 
Name: Michael Wajner
Title: CEO

Acknowledged by:

POSH VENTURES, LLC

By: _____
Name: Andrea Edmunds
Title: Manager


GIFT ACQUISITION, L.L.C.

By: eToys Direct, Inc.,
its Managing Member

By: _____
Name: _____
Title: _____

Acknowledged by:

POSH VENTURES, LLC

By:  _____
Name: Andrea Edmunds
Title: Manager

SCHEDULE 1

Trademarks

TRADEMARK	COUNTRY	CLASS(ES)	APPL. NO FILING DATE	REG NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ATTY(S) HANDLING CLIENT REF.
POSHLIVING	US	35	77/508211 06/25/2008		Pending (Published) Publication Date: 10/28/2008	027263-000101US (DES)
POSHLIVING	US	11, 16, 20	78/665819 07/07/2005	3486252 08/12/2008	Registered Next Due Date: Section 8 & 15 Open 08/12/2013	027263-000100US (DES)
POSHTOTS	CAN		1417572 11/07/2008		Pending	027263-000300CA (DES)
POSHTOTS	US	35	77/486738 05/29/2008		Pending Publication Date: 11/18/2008	027263-000303US S4M (DES)
POSHTOTS	US	25	77/486737 05/29/2008		Pending (Published) Publication Date: 11/18/2008	027263-000302US S4M (DES)
POSHTOTS	US	24	77/486735 05/29/2008		Pending	027263-000301US S4M (DES)
POSHTOTS	US	20	77/486734 05/29/2008		Pending (Published) Publication Date: 11/18/2008	027263-000300US (DES)
POSHTOTS & Design	US	20, 24, 25	78/243917 04/30/2003	3092160 05/16/2006	Registered Next Due Date: Section 8 & 15 Open 05/16/2011	027263-000200US (DES)
POSHCRAVING S	US	41	77/211749 06/21/2007	3470601 07/22/2008	Registered Next Due Date: Section 8 & 15 Open 07/22/2013	027262-000300US (DES)