TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Quidsi, Inc.		04/16/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	245 South Los Robles Avenue, Suite 700
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78860837	1800DIAPERS
Serial Number:	77540258	DIAPERS.COM
Serial Number:	77638161	DIAPERS.COM
Serial Number:	77638159	DIAPERS.COM
Serial Number:	77540254	GET ONLINE, NOT IN LINE
Serial Number:	77777929	QUIDSI
Serial Number:	77777928	QUIDSI
Serial Number:	77894188	SOAP.COM
Serial Number:	77237426	WE DELIVER EVERYTHING BUT THE BABY
Serial Number:	77540256	WE DELIVER EVERYTHING BUT THE BABY
Serial Number:	77871602	YOYO.COM

CH $290.00 78860837

CORRESPONDENCE DATA

Fax Number: (949)224-6208

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

Phone:	(949) 224-6291
Email:	trademark@buchalter.com
Correspondent Name:	Farah P. Bhatti, Esq.
Address Line 1:	18400 Von Karman Avenue, Suite 800
Address Line 4:	Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	W3323-0054
NAME OF SUBMITTER:	Farah P. Bhatti, Esq.
Signature:	/Farah P. Bhatti/
Date:	04/22/2010

Total Attachments: 11
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Execution Copy

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (the "Agreement"), dated as of April 16, 2010, is made by and between QUIDSI, INC., a Delaware corporation, having a business location at the address set forth below next to its signature ("Company"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), acting through its Wells Fargo Business Credit operating division, having a business location at the address set forth below next to its signature.

Recitals

A. Company and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated as of June 16, 2008, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Copyrights" means all of Company's copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation the copyrights listed on Exhibit C.

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, and any mask work or similar rights available for the protection of semiconductor chips or other products; all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning set forth in the Credit Agreement.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all

TRADEMARK
REEL: 004190 FRAME: 0420

as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Pursuant to the Credit Agreement, Company irrevocably pledged and assigned to, and granted Wells Fargo the Security Interest with power of sale to the extent permitted by law, in the Copyrights, Patents and in the Trademarks to secure payment of the Indebtedness, which Security Interest is hereby reaffirmed. As set forth in the Credit Agreement, the Security Interest constitutes a security interest in the Collateral, which includes the Copyrights, Patents and Trademarks. The Credit Agreement and this Agreement grant only the Security Interest herein and therein described, are not intended to and do not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects, in all material respects, the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any issued patents or patent applications pertaining to Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of issued patents or patent applications, then Company must, reasonably promptly but no later than 60 days thereafter or 15 days after a written request from Wells Fargo, provide Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects, in all material respects, the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) or Trademarks which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any registrations pertaining to the Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of registrations pertaining to the Trademarks, then Company must, reasonably promptly but no later than 60 days thereafter or 15 days after a written request from Wells Fargo, provide Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

TRADEMARK
REEL: 004190 FRAME: 0421

(d) **Copyrights.** Exhibit C accurately lists all Copyrights owned or controlled by Company as of the date hereof and accurately reflects, in all material respects, the existence and status of Copyrights and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit C need not list common law copyrights (i.e., Copyrights for which there are no applications or registrations) or Copyrights which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any registrations pertaining to Copyrights not listed on Exhibit C (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit C ceases to accurately reflect the existence and status of registrations pertaining to the Copyrights, then Company must, reasonably promptly but no later than 60 days thereafter or 15 days after a written request from Wells Fargo, provide Wells Fargo with a replacement Exhibit C, which upon acceptance by Wells Fargo shall become part of this Agreement.

(e) **Subsidiaries**. As of the date hereof, no Subsidiary of Company owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents, Copyrights or Trademarks. If after the date hereof any Subsidiary of Company owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Subsidiary of Company to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Subsidiary of Company to execute and deliver to Wells Fargo a patent, copyright and trademark security agreement substantially in the form of this Agreement.

(f) **Title.** Company has valid title to each Patent, Copyright and each Trademark listed on Exhibits A, B and C, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents, Copyrights or Trademarks hereafter arising, valid title to each such Patent, Copyright or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all material Patents, Copyrights and Trademarks free and clear of all Liens except Permitted Liens.

(g) **No Sale.** Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of its material Patents, Copyrights or Trademarks, or any interest therein, without Wells Fargo's prior written consent; provided however, that if the Company, in its reasonable business judgment, determines that it is no longer reasonably advisable to continue maintaining a material Patent, Copyright or Trademark pursuant to Section 3(i), the Company may allow such material Patent, Copyright or Trademark to lapse or otherwise not be maintained in accordance with the terms of Section 3(i).

(h) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend all material Patents, Copyrights and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(i) **Maintenance.** Company will at its own expense maintain its material Patents, Copyrights and the Trademarks to the extent it determines such maintenance is

TRADEMARK
REEL: 004190 FRAME: 0422

reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any material Patent, Copyright or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any material Patents, Copyrights or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, in both cases, to the extent Wells Fargo determines that doing so is necessary or desirable.

(j) **Wells Fargo's Right to Take Action**. If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of 15 calendar days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in subsection (i), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a material Patent, Copyright or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(k) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (j) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(l) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (j) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Patents, Copyrights or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents, Copyrights or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents, Copyrights or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The

TRADEMARK
REEL: 004190 FRAME: 0423

power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Company's Use of the Patents, Copyrights and Trademarks. Company may control and manage the Patents, Copyrights and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents, Copyrights and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents, Copyrights and Trademarks.

(c) Wells Fargo may enforce the Security Interest in the Patents, Copyrights and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents, Copyrights and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents, Copyrights and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the

TRADEMARK
REEL: 004190 FRAME: 0424

purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal laws of California without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

This Amended and Restated Intellectual Property Security Agreement amends and restates in its entirety that certain Patent and Trademark Security Agreement, dated as of June 16, 2008, between Company (then known as "1800Diapers, Inc.") and Wells Fargo.

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TRADEMARK
REEL: 004190 FRAME: 0425

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Intellectual Property Security Agreement as of the date written above.

Address:

Quidsi, Inc.
10 Exchange Place, 25th Floor
Jersey City, NJ 07302
Fax: (973) 337-2437

QUIDSI, INC.,
a Delaware corporation

By: _____
Name: Marc Lore
Its: Chief Executive Officer

TRADEMARK
REEL: 004190 FRAME: 0426

Wells Fargo Bank, National Association
MAC-
245 S. Los Robles Ave., Suite 700
Pasadena, CA 91101
Fax: (626) 844-9063
Attention: Jorge C. Visitacion
e-mail: jorge.c.visitacion@wellsfargo.com

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: _____
Name: Jorge C. Visitacion
Its: Its Assistant Vice President

TRADEMARK
REEL: 004190 FRAME: 0427

EXHIBIT A

UNITED STATES ISSUED PATENTS

Title	Patent Number	Issue Date
NONE		

UNITED STATES PATENT APPLICATIONS

Title	Serial Number	Filing Date

FOREIGN ISSUED PATENTS

Title	Country	Patent Number	Issue Date
NONE			

BN 5659323v4

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

TRADEMARK	COUNTRY	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
1800DIAPERS	United States	78/860837	April 13, 2006	3,400,394	March 18, 2008
DIAPERS.COM	United States	77/540258	August 6, 2008	3,678,046	September 1, 2009
DIAPERS.COM	United States	77/638161	December 22, 2008	3,747,930	February 9, 2010
DIAPERS.COM (Stylized)	United States	77/638159	December 22, 2008	3,745,553	February 2, 2010
GET ONLINE, NOT IN LINE	United States	77/540254	August 6, 2008	N/A	
QUIDSI	United States	77/777929	July 9, 2009	N/A	
QUIDSI	United States	77/777928	July 9, 2009	N/A	
SOAP.COM	United States	77/894188	December 15, 2009	N/A	
WE DELIVER EVERYTHING BUT THE BABY	United States	77/237426	July 24, 2007	3,509,663	September 30, 2008
WE DELIVER EVERYTHING BUT THE BABY	United States	77/540256	August 6, 2008	3,726,310	December 15, 2009
YOYO.COM	United States	77/871602	November 12, 2009	N/A	

EXHIBIT C

Copyrights

Please Check if No Copyrights Exist X

Type of Work:	Title:	International Standard Serial Number (ISSN):	Registration Number:	Filing Date:	Preregistered?

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