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February 2, 2009

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AND ELECTRONIC MAIL

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Re: Bid on Certain Assets of The Parent Company – $1,000,000 as of February 2, 2009

Ladies and Gentlemen:

Eagle, LLC ("Eagle") is pleased to submit to The Parent Company and its affiliates, eToys Direct, Inc. eToys Direct 1, LLC, eToys Direct 2, LLC, eToys Direct 3, LLC,

BabyUniverse, Inc., Dreamtime Baby, Inc., My Twinn, Inc. and Gift Acquisition, LLC (collectively, "Sellers"), this irrevocable offer ("Bid") to acquire certain assets and assume certain contracts of Sellers. Eagle and Sellers are referred to herein collectively as the "Parties."

Eagle's Bid is based upon the information provided by Sellers and its investment bankers, Oppenheimer & Co. Inc. ("Oppenheimer"), via an Oppenheimer data room. Eagle hereby confirms that its Bid is not conditioned on obtaining financing or any further due diligence.

A summary of Eagle's Bid is set forth below:

Summary:	Eagle is submitting its Bid (i) to acquire all of Sellers' rights, title and interest relating to their inventory, intellectual property, domain names and customer data, principally relating to the eToys, BabyUniverse and My Twinn businesses, and (ii) to assume Sellers' rights and obligations arising after the closing under the KB Toys Trademark License Agreement and certain related Agreements.
Bankruptcy Court Approval:	The Parties acknowledge that Sellers are the debtor in possession in Chapter 11 bankruptcy case (jointly administered under Case No: 08-13412-BLS) pending before the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). The transaction contemplated by this Bid is submitted pursuant to the Bankruptcy Court's January 16, 2009 Order ("Bankruptcy Order") and is subject to approval by the Bankruptcy Court, and such approval is a condition precedent to the obligations of the Parties.
Sale and Bid Procedures	Eagle agrees to abide by the Sale and Bid Procedures set forth in the Bankruptcy Order.
Purchase Price:	The purchase price offered by Eagle for the Assets is One Million Dollars ($1,000,000).
Financial Commitment	Eagle has the ability to close the transaction within the time frame established and to meet the financial commitments set forth in this Bid, as evidenced by the copy attached as Exhibit A of a Trust Account Statement showing that Blank Rome LLP is holding Nine Hundred Thousand Dollars ($900,000) for the account of Eagle. Eagle confirms that those funds will be applied in payment of the purchase price for the

Assets if Eagle is the Successful Bidder.

Asset Purchase Agreement: A complete and executed version of the Asset Purchase Agreement proposed by Eagle is attached as Exhibit B. The transactions proposed in this Bid are subject to the negotiation, execution and delivery of a definitive Asset Purchase Agreement and the satisfaction of the terms of such Asset Purchase Agreement.

Deposit: Eagle has accompanied this Bid with a deposit of $100,000, the "Deposit", sent by wire transfer in accordance with the following instructions:

Bank:	The Private Bank of California
Routing/ABA #:	122244139
Account Name:	Pachulski, Stang, Ziehl & Jones LLP Client Trust Account
Account #:	12000683

If Eagle is the Successful Bidder, the Deposit will be applied to the purchase price. If Eagle is not the Successful Bidder, the Deposit shall be promptly returned to Eagle as described in the Sale and Bid Procedures set forth in the Bankruptcy Order or the Asset Purchase Agreement, as applicable.

Transaction Expenses: Sellers shall be responsible for fees and expenses associated with its own legal and accounting advisors and other outside consultants, as well as in connection with any third party consents, approvals or confirmations required for any of the transactions proposed herein. Eagle shall be responsible for the fees and expenses of its own legal and accounting advisors incurred in connection with the transactions contemplated herein.

Expiration: This Bid shall remain open until the closing of a sale to a successful bidder as further described in the Sale and Bid Procedures set forth in the Bankruptcy Order, but in no event later than February 6, 2009.

Delegation of Authority

Jonathan M. Korn is legally empowered on behalf of Eagle as its authorized representative to submit this Bid, to attend and participate in the Auction, to execute the Asset Purchase Agreement and all related documents and all amendments thereto, and to consummate the transactions contemplated by this Bid and the Asset Purchase Agreement, as evidenced by the Certificate of the Assistant Secretary of Eagle attached as Exhibit C.

Eagle welcomes the opportunity to work with Sellers and its representatives in the successful consummation of the transactions contemplated by this Bid.

EAGLE, LLC

By: _____
Name: Jonathan M. Korn
Title: Authorized Representative

EXHIBIT A

TRUST ACCOUNT STATEMENT

Giaquinto, Deborah A.

From: do_not_reply_ft@pnc.com
Sent: Monday, February 02, 2009 10:25 AM
To: Giaquinto, Deborah A.
Subject: Payment Advice

FEB 2, 2009 10:23:58.28 Payment Type: Incoming

TRN Seq Num: 090202 010147
Fed Ref Num: 004604
Amount: 1,000,000.00

Originator: XXXXX0018
BANK OF NEW YORK
NEW YORK NY
.

Originator:

Sending Bank:

FTJ0902024751344

Orig to Bene Info: WIRE FOR EAGLE LLC & BANKRUPTCY AUCTION

Beneficiary: XXXXXX3422/
BLANK ROME COMISKY & MCCAULEY LLP
IOLTA ATTY TRUST ACCT
210 LAKE DR E STE 200
CHERRY HILL NJ 08002-1164

Beneficiary: XXXXXX3422
BLANK ROME LLP.
.

Currency Info: USD USD
1,000,000.00 1,000,000.00

1.00000

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EXHIBIT B

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT

BY AND AMONG

THE PARENT COMPANY, ETOYS DIRECT, INC., ETOYS DIRECT 1, LLC, ETOYS DIRECT 2, LLC, ETOYS DIRECT 3, LLC, BABYUNIVERSE, INC., DREAMTIME BABY, INC., MY TWINN, INC. AND GIFT ACQUISITION, L.L.C.

AND

EAGLE, LLC

Dated as of February 2, 2009

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Schedule 5.9	Litigation and Disputes

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of February 2, 2009 (this "Agreement"), is entered into 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"), DREAMTIME BABY, INC., a Colorado corporation ("Dreamtime"), and MY TWINN, INC., a Colorado corporation ("My Twinn"), and 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, Dreamtime and My Twinn, "Sellers"), and EAGLE, LLC, a Delaware limited liability company ("Buyer").

W I T N E S S E T H:

WHEREAS, on December 28, 2008 (the "Petition Date"), Sellers filed voluntary petitions for reorganization relief (the "Bankruptcy Cases") pursuant to chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, Sellers presently conduct the Business;

WHEREAS, Sellers desire to sell, transfer and assign to Buyer, and Buyer desires to acquire and assume from Sellers, pursuant to Sections 363 and 365 of the Bankruptcy Code, the Purchased Assets and Assumed Liabilities as more specifically provided herein; and

WHEREAS, certain terms used in this Agreement are defined in Section 1.1.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Certain Definitions. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, neither D.E. Shaw & Co. nor its Affiliates (other than Sellers themselves) shall be deemed to be an "Affiliate" of Sellers for purposes of this Agreement.

"Applicable Privacy Policies" shall mean the privacy policies attached as Schedule 1.1(a).

"Assumed Liabilities" shall have the meaning set forth in Section 2.3.

"Bankruptcy Cases" shall have the meaning set forth in the Recitals.

"Bankruptcy Code" shall have the meaning set forth in the Recitals.

"Bankruptcy Court" shall have the meaning set forth in the Recitals.

"Bidding Procedures Order" means that certain order of the Bankruptcy Court, entitled "Order (A) Approving Sale Procedures and Bid Protections, Including Break-Up Fee(s), In Connection With Sale Of Substantially All Assets; (B) Scheduling An Auction For And Hearing To Approve One Or More Sales; (C) Approving Notice Of Respective Date, Time And Place For Auction And For Hearing On Approval Of Sale(s)," entered on January 16, 2009.

"Break-Up Fee" shall have the meaning set forth in Section 7.1.

"Business" means the business of Sellers, including the delivery of goods, content and new media resources to expectant parents and families, but excluding the business conducted by PoshTots, Inc.

"Business Day" means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

"Buyer" shall have the meaning set forth in the Recitals.

"Buyer Documents" shall have the meaning set forth in Section 6.2.

"Cash Payment" shall have the meaning set forth in Section 3.1.

"Closing" shall have the meaning set forth in Section 4.1.

"Closing Date" shall have the meaning set forth in Section 4.1.

"Code" means the Internal Revenue Code of 1986, as amended.

"Competing Bid" shall have the meaning set forth in Section 7.2 (a).

"Customer" means any person transacting business with or providing data to the Sellers or using the ecommerce websites hosted at the Purchased Domains.

"Deposit" shall have the meaning set forth in Section 3.1.

"Documents" means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, customer lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user

documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials related primarily to the Business and the Purchased Assets, in each case whether or not in electronic form.

"Employee Claims" means any claim, demand, action, cause of action, damage, loss, cost, Liability or expense, including legal costs, made or brought by any Employee, including any Employment Claim made pursuant to any applicable Laws relating to employment standards, occupational health and safety, labor relations, workers compensation, pay equity, employment equity, the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Family and Medical Leave Act or the Fair Labor Standards Act or any other federal, state or local, statutory or decisional Law regarding employment discrimination.

"Employee Obligations" means all wages, bonuses, vacation pay, sick time, pension payments, overtime pay, change of control payments, severance pay and any other termination or severance obligations and any other compensation or obligation which may be due by statute, contract or Law relating to the employment of the Employees.

"Employees" means all individuals, as of the date hereof, whether or not actively at work as of the date hereof, who are employed by Sellers in connection with the Business, together with individuals who are hired in respect of the Business after the date hereof and prior to the Closing.

"Excluded Assets" shall have the meaning set forth in Section 2.2.

"Excluded Liabilities" shall have the meaning set forth in Section 2.3.

"Final Order" means an Order, judgment, or other decree of the Bankruptcy Court that has not been vacated, reversed, modified, amended, or stayed, and for which the time to further appeal or seek review or rehearing has expired; provided, however, that any such Order, judgment or other decree of the Bankruptcy Court shall be deemed to be a Final Order upon its entry (without reference to the expiration of the time for appeal or review) if no objection to such Order, judgment or other decree is received by the Bankruptcy Court prior to its entry by the Bankruptcy Court.

"Governmental Body" means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Intellectual Property" means all (i) patents, patent applications and inventions, (ii) trademarks, service marks, trade names, trade dress and domain names, together with the goodwill associated therewith, (iii) copyrights, including copyrights in computer software, (iv) confidential and proprietary information, including trade secrets and know-how ("Trade Secrets"), (v) licenses relating to any of the foregoing and (vi) registrations and applications for registration of the foregoing, as set forth on Schedule 1.1(b).

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation.

"Legal Proceeding" means any judicial, administrative or arbitral actions, suits, proceedings (public or private) or claims or any proceedings by or before a Governmental Body.

"Liability" means any debt, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due), and including all costs and expenses relating thereto.

"Lien" means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, option, right of first refusal, easement, servitude, proxy, voting trust or agreement, or transfer restriction under any shareholder or similar agreement or encumbrance.

"Material Adverse Effect" means (i) a material adverse effect on the business, assets, results of operations or financial condition of Sellers or the Business (except for the Bankruptcy Cases), or (ii) a material adverse effect on the ability of Sellers to consummate the transactions contemplated by this Agreement or perform their respective obligations under this Agreement, other than the effect of any change resulting from any action taken by Buyer or its Affiliates with respect to the transactions contemplated hereby or with respect to Sellers, or any effect resulting from the filing of the Bankruptcy Case (including the failure or delay of vendors to deliver goods without a reasonable assurance of payment therefor), or from Orders of the Bankruptcy Court or other courts of competent jurisdiction, and reasonably anticipated effects thereof.

"Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body.

"Ordinary Course of Business" means the ordinary and usual course of normal day-to-day operations of the Business consistent with the past practice of the Business through the date hereof, subject to any duties and restrictions imposed on Sellers under the Bankruptcy Code.

"Parties" means Sellers and Buyer.

"Permits" means any approvals, authorizations, consents, licenses, permits or certifications of a Governmental Body.

"Permitted Exceptions" means such imperfections in title which would not materially interfere with the use of the Purchased Assets.

"Person" means any individual, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

"Petition Date" shall have the meaning set forth in the Recitals.

"Process" or "Processing" means any operation or set of operations performed upon Purchased Customer Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction of such information.

"Purchase Price" shall have the meaning set forth in Section 3.1.

"Purchased Assets" shall have the meaning set forth in Section 2.1.

"Purchased Contracts" means the contracts listed on Schedule 1.1(c).

"Purchased Customer Data" shall mean the customer information database and customer data listed on Schedule 2.1(b), to the extent that the Bankruptcy Court has found that the sale to Buyer of personally identifiable data included therein is consistent with the privacy policies applicable to such data in accordance with Section 365(b)(1)(A) of the Bankruptcy Code; all such personally identifiable data with respect to which the Bankruptcy Court has not made such a finding shall be excluded from the Purchased Customer Data and shall not be transferred to Buyer.

"Purchased Domain Names" shall mean all of the domain names listed on Schedule 2.1(a) and the domain name registrations (including all rights in contracts for the registration of such domain names with the applicable registrars), trademark rights and goodwill associated with such domain names.

"Purchased Intellectual Property" means the Purchased Marks, the Purchased Patents and all intellectual property rights in the Purchased Domain Names and the Purchased Customer Data and all associated good will.

"Purchased Marks" shall mean all of the trademarks, servicemarks, trade names and tradedress set forth on Schedule 1.1(b) and all of the trademark rights in the Purchased Domain Names, together with the goodwill associated therewith.

"Purchased Patents" shall mean all of the patents, patent applications and inventions set forth on Schedule 1.1(b).

"Sale Motion" means the motion or motions of Sellers filed with the Bankruptcy Court seeking approval and entry of the Sale Order.

"Sale Order" shall be an Order of the Bankruptcy Court in form and substance acceptable to Buyer and Sellers approving this Agreement and all of the terms and conditions hereof, approving the sale and assignment to Buyer of all of the Purchased Assets (assuming Buyer is the winning bidder at the auction contemplated hereby), and approving and authorizing Sellers to consummate the transactions contemplated hereby. Without limiting the generality of the foregoing, such order shall find and provide, among other things, that (i) the Purchased Assets sold to Buyer pursuant to this Agreement shall be transferred to Buyer free and clear of all Liens (other than Liens specifically assumed or created by Buyer and Permitted Exceptions), claims (other than Assumed Liabilities), encumbrances and interests (including Liens, claims, encumbrances and interests of any Governmental Body), such Liens, claims, encumbrances and interests to attach to the proceeds of sale of the Purchased Assets; (ii) Buyer has acted in "good faith" within the meaning of Section 363(m) of the Bankruptcy Code; (iii) this Agreement was negotiated, proposed and entered into by the Parties without collusion, in good faith and from arm's length bargaining positions; (iv) the sale to Buyer of all personally identifiable data included in the Purchased Customer Data is consistent with the privacy policies applicable to such data in accordance with Section 363(b)(1)(A) of the Bankruptcy Code; (v) the Bankruptcy Court shall retain jurisdiction to resolve any controversy or claim arising out of or relating to this

Agreement, or the breach hereof as provided in Section 13.2 hereof; (vi) this Agreement and the transactions contemplated hereby are not subject to rejection or avoidance by any chapter 7 or chapter 11 trustee of Sellers and (vii) if Buyer is the back-up bidder (as designated in the Sale and Bid Procedures approved by the Bankruptcy Court), a closing does not occur with the successful Bidders within 15 days of Bankruptcy Court approval of the Auction and the Seller's do not notify Buyer of their election within such 15-day period to consummate with Buyer the transactions contemplated by this Agreement, then Buyer's Deposit shall be returned to Buyer by the third Business Day following the expiration of such 15-day period.

"Sellers" shall have the meaning set forth in the Recitals.

"Sellers Documents" shall have the meaning set forth in Section 5.1.

"Taxes" means (i) all federal, state, local or foreign taxes, charges or other assessments, including all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes, and (ii) all interest, penalties, fines, additions to tax or additional amounts imposed by any taxing authority in connection with any item described in clause (i).

"Termination Date" shall have the meaning set forth in Section 4.4(a).

"Trade Secrets" shall have the meaning set forth in Section 1.1 (in the definition of Intellectual Property).

"Transfer Taxes" shall have the meaning set forth in Section 11.1.

Section 1.2 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

Dollars. Any reference in this Agreement to $ shall mean U.S. dollars.

Exhibits/Schedules. The Exhibits and Schedules to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any matter or item disclosed on one Schedule shall not be deemed to have been disclosed on any other Schedule. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

Herein. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

Including. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(b) The Parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

ARTICLE II

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

Section 2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing Buyer shall purchase, acquire and accept from Sellers, and Sellers shall sell, transfer, assign, convey and deliver to Buyer, all of Sellers' right, title and interest in, to and under the Purchased Assets. "Purchased Assets" shall mean the following assets of Sellers (but excluding Excluded Assets) related to the Business:

(a) the Purchased Domain Names;

(b) the Purchased Customer Data as of the Closing;

(c) the Purchased Intellectual Property;

(d) all inventory used in connection with the Business as of the Closing;

(e) all Documents;

(f) all telephone numbers provided to customers of the Business for customer service purposes, including 1-888-753-5568; and

(g) all goodwill associated with the Business.

Section 2.2 Excluded Assets. Nothing herein contained shall be deemed to sell, transfer, assign or convey the Excluded Assets to Buyer, and Sellers shall retain all right, title and interest to, in and under the Excluded Assets. "Excluded Assets" shall mean all assets, properties, interests and rights of Sellers other than the Purchased Assets.

Section 2.3 Excluded Liabilities. On and subject to the terms of this Agreement, Buyer shall assume and become responsible for all of the Assumed Liabilities at the Closing. Other than the Assumed Liabilities, buyer will not assume or have any responsibility, however, with respect to any other obligation or Liability of Sellers of any kind pursuant to this Agreement, including: (i) Taxes related to the Business or the Purchased Assets for all Tax periods (or portions thereof) ending on or prior to the Closing; (ii) any costs or expenses incurred in connection with, or related to, the administration of the Bankruptcy Case, including, without limitation, any accrued professional fees and expenses of attorneys, accountants, financial advisors and other professional advisors related to the Bankruptcy Case; (iii) Liabilities to the extent relating to the Excluded Assets, including Liabilities relating to any contracts to which any of the Sellers is a party or to which any of the Purchased Assets is subject; (iv) Liabilities and obligations of Sellers under this Agreement; (v) all intercompany obligations, Liabilities and indebtedness of any kind owed by Sellers to any person; (vi) any Employee Obligations; (vii) any Employee Claims; and (viii) all other Liabilities and obligations of Sellers (collectively, the "Excluded Liabilities"). The Assumed Liabilities include only the Liabilities arising under the Purchased Contracts after the Closings (the "Assumed Liabilities"). There are no "cure amounts" with respect to any of the Purchased Contracts. Buyer acknowledges that it shall be solely responsible for its use or sale of the Purchased Assets after the Closing and for all Liabilities arising with respect to the Purchased Assets resulting from such use or sale after the Closing.

Section 2.4 Further Conveyances and Assumptions. From time to time following the Closing, Sellers and Buyer shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquaintances and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to assure fully to Buyer and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer under this Agreement and the Sellers Documents and to assure fully to Sellers and their respective Affiliates and their respective successors and assigns, the assumption of the Liabilities and obligations intended to be assumed by Buyer under this Agreement and the Sellers Documents, and to otherwise make effective the transactions contemplated hereby and thereby.

Section 2.5 Pre- and Post-Closing and Transitional Matters.

(a) From and after Closing, Sellers shall retain full right and authority to use, enforce, pursue remedies and take actions with respect to any of the Excluded Assets.

(b) Buyer will retain and make available to Sellers, for a period of three (3) years following the Closing Date, the Documents delivered by Sellers to Buyer, if reasonably needed by Sellers for liquidation, winding up, tax reporting or other proper purposes; provided

that Sellers will use reasonable efforts to retain copies of Documents and the Parties otherwise will reasonably cooperate to minimize inconvenience to Buyer.

ARTICLE III

CONSIDERATION

Section 3.1 Purchase Price and Payment. In consideration of the transfer of the Purchased Assets to Buyer and the other undertakings set forth herein, Buyer will pay to Sellers One Million Dollars ($1,000,000), (the "Cash Payment"). On the date hereof, Buyer shall wire One Hundred Thousand Dollars ($100,000) (the "Deposit") into a client trust account maintained by Pachulski Stang Ziehl & Jones LLP. At Closing, Buyer will pay Sellers, by wire transfer of immediately available funds to an account designated by Sellers, an amount equal to the Cash Payment, less the Deposit. As additional consideration for the transfer of the Purchased Assets and the undertakings set forth herein, at Closing Buyer will assume the Assumed Liabilities. The Cash Payment is referred to in this Agreement as the "Purchase Price." The Purchase Price will be paid to Seller as provided hereunder, without offset or reduction.

ARTICLE IV

CLOSING AND TERMINATION

Section 4.1 Closing Date. Subject to the satisfaction of the conditions set forth in Section 9.1, Section 9.2 and Section 9.3 hereof (or the waiver thereof by the Party entitled to waive that condition), the closing of the purchase and sale of the Purchased Assets and the assignment and assumption of the Assumed Liabilities provided for in Article II hereof (the "Closing") shall take place at the Wilmington, Delaware offices of Pachulski Stang Ziehl & Jones LLP (or at such other place as the Parties may designate in writing) as soon as practicable following the satisfaction or waiver of the conditions set forth in Article IX (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions) and no later than a date that is two (2) Business Days after the Sale Order becomes a Final Order, unless another time or date, or both, are agreed to in writing by the Parties hereto. The date on which the Closing shall be held is referred to in this Agreement as the "Closing Date," and the Closing shall be deemed effective at the close of business on the Closing Date.

Section 4.2 Deliveries by Sellers. At the Closing, Sellers shall deliver to Buyer:

(a) a duly executed bill of sale, assignment and assumption agreement in the form of Exhibit A hereto;

(b) duly executed assignments in favor of Buyer of the U.S. trademark registrations and applications included in the Purchased Intellectual Property, in a form suitable for recording in the U.S. trademark office, and general assignments of all other Purchased Intellectual Property;

(c) the officer's certificate required to be delivered pursuant to Section 9.1(a) and Section 9.1(b);

(d) a certified copy of the Sale Order;

(e) a detailed listing of the inventory included in the Purchased Assets as of a date not more than 30 days prior to the Closing Date and a reconciliation of such inventory to the inventory as of the Closing Date;

(f) all other instruments of conveyance and transfer, in form and substance reasonably acceptable to Buyer, as may be necessary to convey the Purchased Assets to Buyer.

Section 4.3 Deliveries by Buyer. At the Closing, Buyer shall deliver to Sellers:

(a) the Cash Payment, less the Deposit, in immediately available funds, as set forth in Section 3.1 hereof;

(b) a duly executed bill of sale, assignment and assumption agreement in the form of Exhibit A hereto;

(c) duly executed assignments in favor of Buyer of the U.S. trademark registrations and applications included in the Purchased Intellectual Property, in a form suitable for recording in the U.S. trademark office, and general assignments of all other Purchased Intellectual Property;

(d) the officer's certificate required to be delivered pursuant to Section 9.2(a) and Section 9.2(b) hereof;

(e) a copy of resolutions of the sole manager of Buyer, authorizing the execution, delivery and performance hereof by Buyer, certified by the sole manager of Buyer and dated as of the Closing Date;

(f) a copy of a certificate of the Secretary of State of the State of Delaware dated no earlier than ten (10) days before the Closing, certifying that Buyer is in good standing under the Laws of the State of Delaware; and

(g) all other instruments of conveyance and transfer, in form and substance reasonably acceptable to Sellers, as may be necessary to convey the Purchased Assets to Buyer.

Section 4.4 Termination of Agreement. This Agreement may be terminated prior to the Closing as follows:

(a) by mutual written consent of Sellers and Buyer;

(b) by Sellers or Buyer if there shall be in effect a final nonappealable Order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; it being agreed that the Parties hereto shall promptly appeal any adverse determination which is not nonappealable (and pursue such appeal with reasonable diligence);

(c) with no further action by either Party, if (i) the Bankruptcy Court shall enter an Order approving a Competing Bid, or (ii) if Buyer is the Successful Bidder, but the Bankruptcy Court shall nonetheless enter an Order approving a Competing Bid submitted after the conclusion of the Auction, and, in either case (i) or (ii), the transaction contemplated by such Competing Bid is thereafter consummated;

(d) by Buyer, if the Closing shall not have occurred by the close of business on the date which is five (5) Business Days after the Sale Order becomes a Final Order (the "Termination Date"); provided, however, that if the Closing shall not have occurred on or before the Termination Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Buyer, then Buyer may not terminate this Agreement pursuant to this Section 4.4(a);

(e) by Buyer, if any of the conditions to the obligations of Buyer set forth in Section 9.1 and Section 9.3 shall have become incapable of fulfillment other than as a result of a breach by Buyer of any covenant or agreement contained in this Agreement, and such condition is not waived by Buyer;

(f) by Buyer, if there shall be a breach by Sellers of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 9.1 or Section 9.3 and which breach cannot be cured or has not been cured by the earlier of (i) 10 (ten) Business Days after the giving of written notice by Buyer to Sellers of such breach and (ii) the Termination Date;

(g) by Sellers, if any condition to the obligations of Sellers set forth in Section 9.2 or Section 9.3 shall have become incapable of fulfillment other than as a result of a breach by Sellers of any covenant or agreement contained in this Agreement, and such condition is not waived by Sellers; or

(h) by Sellers, if there shall be a breach by Buyer of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 9.2 or Section 9.3 and which breach cannot be cured or has not been cured by the earlier of (i) 10 (ten) Business Days after the giving of written notice by Sellers to Buyer of such breach and (ii) the Termination Date.

Section 4.5 Procedure Upon Termination. In the event of termination and abandonment by Buyer or Sellers, or both such Parties, pursuant to Section 4.4 hereof, written notice thereof shall forthwith be given to the other Party or Parties, and this Agreement shall terminate, and the purchase of the Purchased Assets hereunder shall be abandoned, without further action by Buyer or Sellers. If this Agreement is terminated as provided herein each Party shall redeliver all documents, work papers and other material of any other Party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the Party furnishing the same. If this Agreement is terminated pursuant to Sections 4.4(a), (b), (c), (d), (e) or (f), the Deposit shall be returned to Buyer, and the Parties shall have no further obligations to one another except for any obligations that, by their terms, survive the termination of this Agreement. If this Agreement is terminated pursuant to Sections 4.4(g) or (h), the Deposit shall be retained by Sellers, without prejudice to any other remedies that may be

available to Sellers in law or in equity. If this Agreement is terminated pursuant to Section 4.4(c)(ii), Sellers shall also pay the Break-Up Fee to Buyer promptly upon the effective date of termination of this Agreement in accordance with the provisions thereof, and the Parties shall have no further obligations to one another except for any obligations that, by their terms, survive the termination of this Agreement.

Section 4.6 Effect of Termination.

(a) In the event that this Agreement is validly terminated in accordance with Section 4.4, this Agreement shall terminate and each of the Parties shall be relieved of its respective duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Buyer or Sellers; provided, however, that the obligations of the Parties set forth in Section 4.5, Section 7.1, Section 8.1, Section 8.3 and Article XII hereof shall survive any such termination and shall be enforceable hereunder.

(b) Except for fraud or willful misconduct by Sellers, Buyer acknowledges and agrees that the return of the Deposit, if applicable pursuant to the provisions of Section 4.5, and the payment of the Break-Up Fee, if applicable pursuant to the provisions of Section 4.5 and Section 7.1, shall be the sole and exclusive remedy of Buyer with respect to any failure by Sellers to consummate the transactions contemplated by this Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers hereby jointly and severally represent and warrant to Buyer that:

Section 5.1 Organization and Good Standing. Each of Sellers is duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation and has all requisite corporate or other applicable power and authority as a business entity under the laws of such jurisdiction to own, lease and operate its properties and to carry on its business as now conducted.

Section 5.2 Authorization of Agreement.Subject to the entry of the Sale Order: (a) Sellers each have all requisite power, authority and legal capacity to execute and deliver this Agreement and Sellers each have all requisite power, authority and legal capacity to execute and deliver each other agreement, document, or instrument or certificate contemplated by this Agreement or to be executed by Sellers in connection with the consummation of the transactions contemplated by this Agreement (the "Sellers Documents"), to perform their respective obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby; and (b) the execution, delivery and performance by Sellers of this Agreement and the Sellers Documents have been duly authorized by all necessary corporate action on behalf of Sellers and this Agreement has been, and each of the Sellers Documents will be at or prior to the Closing, duly and validly executed and delivered by Sellers and (assuming the due authorization, execution and delivery by the other Parties hereto and thereto and the entry of the Sale Order) this Agreement constitutes, and each of the Sellers Documents when so executed and delivered

will constitute, legal, valid and binding obligations of Sellers, enforceable against Sellers in accordance with their respective terms.

Section 5.4 Title to Purchased Assets. Sellers own each of the Purchased Assets, and Buyer will be vested with good title to such Purchased Assets, free and clear of all Liens, other than Permitted Exceptions, to the fullest extent permissible under Section 363(f) of the Bankruptcy Code.

Section 5.5 Purchased Intellectual Property. Sellers own all right, title and interest to, or are licensees with respect to, the Purchased Intellectual Property, and can convey such property free and clear of Liens, other than Permitted Exceptions, pursuant to the Sale Order. To the knowledge of Sellers, (i) no Person is engaging in any activity that infringes any Purchased Intellectual Property and (ii) no claim has been asserted to any Seller that the use of any Purchased Intellectual Property or the operation of the Business infringes or violates the Intellectual Property of any third party.

Section 5.6 Purchased Domain Names. Sellers own all right, title and interest to the Purchased Domain Names and can convey such property free and clear of Liens, other than Permitted Exceptions, pursuant to the Sale Order. None of the Purchased Domain Names is the subject of any dispute in progress, pending or, to the best of Sellers' knowledge, threatened under the Uniform Domain Name Dispute Resolution Policy promulgated by the Internet Corporation for Assigned Names and Numbers and adopted by any applicable domain name registrar and Sellers are not aware of any existing ground on which any such dispute may be commenced with any reasonable likelihood of success.

Section 5.7 Purchased Customer Data. Sellers own all right, title and interest to the Purchased Customer Data and can convey such information to Buyer in accordance with applicable Law and the privacy polices of Sellers in effect and accessible to the customer as of the time such Purchased Customer Data initially was collected and free and clear of Liens, other than Permitted Exceptions, pursuant to the Sale Order. The Purchased Customer Data includes complete and accurate information regarding the privacy policies in effect at the time all such Purchased Customer Data initially was collected, such privacy policies were disclosed to the applicable customers at the time of such collection and the sale of the Purchased Customer Data to Buyer contemplated by this Agreement is consistent with such policies in accordance with Section 363(b)(1)(A) of the Bankruptcy Code. All of the Purchased Customer Data was collected by Sellers from customers of Seller and subsequently used or processed in accordance with the applicable privacy policy in effect as of the time of collection and none of the Purchased Customer Data was obtained from any third party in any other manner (for example, through a third party information service). The Purchased Customer Data includes complete and accurate information regarding each customer's instructions and elections with respect to the use of such information (for example, "opt out" or "opt in" elections and preferences and all applicable "suppression lists") and Sellers have collected, used and Processed such data only in accordance with such instructions and elections, the applicable privacy policies and applicable Law. To the best of Sellers' knowledge, there has been no (1) violation or non-compliance with any Law relating to data privacy, security or confidentiality, or (2) actual, attempted, suspected or threatened unauthorized Processing, use, access, disclosure or acquisition of, or any other circumstance regarding, the Purchased Customer Data (a "security breach") which would require

notification of such security breach under any applicable Law. The Applicable Privacy Policies are in effect as of the date hereof and have been in effect since May 1, 2005.

Section 5.8 Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Sellers in connection with the transactions contemplated by this Agreement, and no Person is entitled to any fee or commission or like payment from Buyer or Sellers in respect thereof, in each case other than as set forth on Schedule 5.8.

Section 5.9 Litigation; Disputes. Except for the Bankruptcy Cases and except as set forth on Schedule 5.9, there is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or, to the best of Sellers' knowledge, threatened against or relating to Sellers or any of the Purchased Assets or Purchased Contracts or any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator which, in any case, might adversely affect the ability of Sellers to enter into this Agreement or to consummate the transactions contemplated hereby and Sellers are not aware of any existing ground on which any such action, suit or proceeding may be commenced with any reasonable likelihood of success. Other than as set forth on Schedule 5.9, each of the Purchased Contracts is in full force and effect and is enforceable in accordance with its terms. Each Seller has performed each material term, covenant and condition of each Purchased Contract that is to be performed by it at or before the date hereof. To the best knowledge of Sellers, except as set forth on Schedule 5.9, no event has occurred or circumstance exists that could, with the passage of time or compliance with any applicable notice requirements or both, constitute a default of, result in a violation or breach of, or give any right to accelerate, modify, cancel or terminate any Purchased Contract by any other party under any such Purchased Contract. To the Knowledge of Seller, no party to any Purchased Contract intends to exercise any right of cancellation, termination, acceleration or modification under any such Purchased Contract.

Section 5.10 Compliance with Laws. Sellers have conducted and are presently conducting the Business in compliance with all applicable Laws.

Section 5.11 Sellers' Representations and Warranties Generally. Sellers' representations and warranties herein (including as made or qualified in the Schedules hereto) are made by the respective Sellers in a corporate or limited liability company capacity, without personal liability to Sellers' directors, officers, members or counsel, or Sellers' signatory, other than with respect to fraudulent or criminal activity with respect to the transactions contemplated hereby.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Sellers that:

Section 6.1 Organization and Good Standing. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware.

Section 6.2 Authorization of Agreement. Buyer has full limited liability company power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by Buyer in connection with the consummation of the transactions contemplated hereby and thereby (the "Buyer Documents"), and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Buyer of this Agreement and each Buyer Document have been duly authorized by all necessary limited liability company action on behalf of Buyer. This Agreement has been, and each Buyer Document will be at or prior to the Closing, duly executed and delivered by Buyer and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each Buyer Document when so executed and delivered will constitute, legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 6.3 Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Buyer in connection with the transactions contemplated by this Agreement and no person is entitled to any fee or commission or like payment in respect thereof.

Section 6.4 Financial Capability. Buyer (i) has, as of the date hereof, and will have as of the Closing, sufficient funds available to pay the Purchase Price and any expenses incurred by Buyer in connection with the transactions contemplated by this Agreement; (ii) has, as of the date hereof, and will have at Closing, the resources and capabilities (financial or otherwise) to perform its obligations hereunder and (iii) has not, as of the date hereof, and will not have as of the Closing, incurred any obligation, commitment, restriction or Liability of any kind which would impair or adversely affect such resources and capabilities.

Section 6.5 Condition of the Business. Notwithstanding anything contained in this Agreement to the contrary, Buyer acknowledges and agrees that Sellers are not making any representations or warranties whatsoever, express or implied, beyond those expressly given by Sellers in Article V hereof (as modified by the Schedules hereto), and Buyer acknowledges and agrees that, except for the representations and warranties contained therein, the Purchased Assets are being transferred on a "WHERE IS" and, as to condition, "AS IS" basis and "WITH ALL FAULTS." Without in any way limiting the foregoing, Sellers hereby disclaim any warranty (express or implied) of merchantability or fitness for any particular purpose as to any portion of the Purchased Assets.

ARTICLE VII

BANKRUPTCY COURT APPROVAL

Section 7.1 Approval of Break-Up Fee. In consideration for Buyer having expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of assets of Sellers, Sellers shall pay to Buyer a break-up

fee in an amount equal to three percent of the Cash Payment (the "Break-Up Fee") promptly upon the effective date of termination of this Agreement in accordance with the provisions of Section 4.4(c)(ii).

Section 7.2 Competing Transaction.

(a) This Agreement is subject to approval by the Bankruptcy Court and the consideration by Sellers of higher or better competing bids (each a "Competing Bid"). From the date hereof (and any prior time) and until the completion of the auction contemplated hereby or as otherwise directed by the Bankruptcy Court, Sellers are permitted to cause their respective representatives and Affiliates to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Buyer and its Affiliates, agents and representatives) in connection with any sale or other disposition of the Purchased Assets. In addition, Sellers shall have the responsibility and obligation to respond to any inquiries or offers to purchase all or any part of the Purchased Assets and perform any and all other acts related thereto which are required under the Bankruptcy Code or other applicable law, including supplying information relating to the Business and the assets of Sellers to prospective buyers.

(b) Following completion of the auction contemplated hereby, Sellers are not permitted to cause their respective representatives and Affiliates to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Buyer and its Affiliates, agents and representatives) in connection with any sale or other disposition of the Purchased Assets. In addition, unless otherwise directed by the Bankruptcy Court, Sellers shall not after completion of the auction contemplated herein respond to any inquiries or offers to purchase all or any part of the Purchased Assets or perform any other acts related thereto, including supplying information relating to the Business and the assets of Sellers to prospective buyers.

Section 7.3 Bankruptcy Court Filings. Sellers shall file the Sale Order with the Bankruptcy Court and seek entry thereof. Buyer agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a "good faith" Buyer under Section 363(m) of the Bankruptcy Code. In the event the entry of the Sale Order shall be appealed, Sellers shall use its reasonable efforts to defend such appeal.

ARTICLE VIII

COVENANTS

Section 8.1 Access to Information. Sellers agree that, prior to the Closing Date, Buyer shall be entitled, through its officers, employees and representatives (including its legal advisors and accountants), to make such investigation of the properties, businesses and operations of the Business and such examination of the books, records and financial condition of the Business, the Purchased Assets and the Assumed Liabilities as it reasonably requests and to make extracts and copies of such books and records. Any such investigation and examination shall be conducted

during regular business hours upon reasonable advance notice and under reasonable circumstances and shall be subject to restrictions under applicable Law. Sellers shall cause their respective officers, employees, consultants, agents, accountants, attorneys and other representatives to cooperate with Buyer and Buyer's representatives in connection with such investigation and examination, and Buyer and its representatives shall cooperate with Sellers and their respective representatives and shall use their reasonable efforts to minimize any disruption to the Business. Notwithstanding anything herein to the contrary, no such investigation or examination shall be permitted to the extent that it would require Sellers or any of their respective Affiliates to disclose information subject to attorney-client privilege or conflict with any confidentiality obligations to which Sellers or any of their respective Affiliates is bound.

Section 8.2 Further Assurances. Each of Sellers and Buyer shall use reasonable efforts to (a) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement and (b) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the transactions contemplated by this Agreement.

Section 8.3 Confidentiality.

(a) Buyer acknowledges that the confidential information provided to it in connection with this Agreement, including under Section 8.1, and the consummation of the transactions contemplated hereby, is subject to the terms and conditions of that certain letter agreement, by and among Buyer and The Parent Company, dated as of January 29, 2009.

(b) Following the completion of the auction contemplated hereby, Sellers agree to maintain, and shall cause their respective Affiliates to maintain, unless disclosure is required by applicable Law, the confidentiality of any confidential information regarding the Business which is in Sellers' or any of their respective Affiliate's possession or which Sellers or any of their respective Affiliates are aware of. Sellers hereby further agree, unless disclosure is required by applicable Law, to take all appropriate steps, and to cause each of their respective Affiliates to take all appropriate steps, to safeguard such confidential information and to protect it against disclosure, misuse, espionage, loss and theft. In furtherance and not in limitation of the foregoing, Sellers shall not, and shall cause their respective Affiliates not to, unless required by applicable Law, disclose to any Person (a) any confidential information regarding the Business or (b) any of the discussions or negotiations conducted in connection with this Agreement. In the event Sellers or any of their respective Affiliates are obligated by a Law or an Order to disclose any confidential information regarding the Business or the Buyer, Sellers, on their own behalf and on behalf of their respective Affiliates, as the case may be, shall promptly notify Buyer in writing, which notification shall include the nature of the applicable Law or Order and the extent of the required disclosure, so that the Buyer may seek an appropriate protective order at its own expense or waive compliance with the provisions of this Section 8.3. Notwithstanding anything in this Section 8.3 to the contrary, unless disclosure is required by applicable Law, the confidentiality of any Trade Secrets of the Business or Buyer shall be maintained for so long as such Trade Secrets continue to be entitled to protection as Trade Secrets of the Business and Buyer, respectively.

Section 8.4 Preservation of Records. Sellers and Buyer agree that each of them shall preserve and keep the records held by it or their respective Affiliates relating to the Business, the Purchased Assets and the Assumed Liabilities (as applicable) for a period of three (3) years from the Closing Date and shall make such records and personnel available to the other as may be reasonably required by such party in connection with, among other things, any insurance claims by, Legal Proceedings or Tax audits against or governmental investigations of Sellers or Buyer or any of their Affiliates or in order to enable Sellers or Buyer to comply with their respective obligations under this Agreement and each other agreement, document or instrument contemplated hereby or thereby. In the event Sellers, on the one hand, or Buyer, on the other hand, wish to destroy such records after that time, such Party shall first give ninety (90) days' prior written notice to the other and such other Party shall have the right at its option and expense, upon prior written notice given to such Party within that ninety (90) day period, to take possession of the records within one hundred and eighty (180) days after the date of such notice.

Section 8.5 Publicity. Neither Sellers, on the one hand, nor Buyer, on the other hand, shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other Party hereto, which approval will not be unreasonably withheld or delayed, unless, in the sole judgment of Buyer or Sellers, disclosure is otherwise required by applicable Law or with respect to filings to be made with the Bankruptcy Court in connection with this Agreement. Notwithstanding the foregoing, the Parties may publicly disclose the existence of this Agreement.

Section 8.6 Operation of Business. Until the Closing, Sellers shall use commercially reasonable efforts, except as otherwise required, authorized or restricted pursuant to an Order of the Bankruptcy Court, to operate the Business in the Ordinary Course of Business. Sellers shall use commercially reasonable efforts to (A) preserve intact their respective business organizations, (B) maintain the Business, (C) keep available the services of their respective officers and employees, (D) maintain satisfactory relationships with licensors, licensees, suppliers, contractors, distributors, consultants, customers and others having business relationships with Sellers in connection with the operation of the Business, and (E) pay all of their post-petition obligations in the Ordinary Course of Business. Without limiting the generality of the foregoing, and except (i) as otherwise expressly provided in or contemplated by this Agreement, or (ii) required, authorized or restricted pursuant to an Order of the Bankruptcy Court, on or prior to the Closing Date, Sellers may not, without the prior written consent of Buyer:

(a) reduce the compensation of any of the Employees;

(b) remove or permit to be removed from any building, facility, or real property any Purchased Asset (other than in the Ordinary Course of Business);

(c) sell, lease or otherwise dispose of, mortgage, hypothecate or otherwise encumber, or release or waive any right with respect to any Purchased Asset (other than in the Ordinary Course of Business);

(d) amend, terminate, renew or release or waive any right with respect to any Purchased Contract or amend the privacy policies applicable to the Business or the terms and conditions applicable to transactions conducted by Sellers through their ecommerce websites;

(e) fail to pay any required filing, processing or other fee, and use commercially reasonable efforts to maintain the validity of Sellers' rights in, to or under any Purchased Domain Names or Purchased Intellectual Property;

(f) fail to use commercially reasonable efforts to maintain all Permits of Sellers, including those used in the operation of the Business;

(g) return any inventory to any Vendor;

(h) agree, whether in writing or otherwise, to do any of the foregoing.

Section 8.7 Use of Purchased Intellectual Property. Sellers shall deliver the Purchased Intellectual Property to Buyer free of any digital rights management tools or software, watermarks or similar devices. After the Closing Date, neither the Seller nor any of its Affiliates will, directly or indirectly, in any jurisdiction: (i) exploit or make use of, or authorize any third party to exploit or make use of, any of the Purchased Intellectual Property, or any trademarks confusingly similar to the Purchased Marks; (ii) attempt to register the Purchased Marks or any mark confusingly similar thereto; or (iii) challenge or otherwise contest the Purchaser's efforts to register, or enforce its rights in any of the Purchased Intellectual Property or the Purchased Domain Names. Sellers will cooperate with Buyer to ensure that the transfer of the Purchased Domain Names (a) is carried out in accordance with all applicable domain name transfer procedures; (b) allows Buyer to obtain immediate ownership of the Purchased Domain Names; and (c) prevents any party other than Buyer (or its designee) from establishing or claiming any rights in any of the Purchased Domain Names.

Section 8.8 Privacy Policies. Buyer shall honor and observe any and all policies of Sellers in effect on the Petition Date prohibiting the transfer of personally identifiable information about individuals.

Section 8.9 Inventory. Sellers shall permit the inventory included in the Purchased Assets to be stored on its premises undisturbed by Seller or its agents for up to 30 days after the Closing Date. Sellers shall use reasonable care to maintain and secure the inventory, but risk of loss shall pass to Buyer as of the Closing. Sellers shall permit Buyer and its agents access to the premises where the inventory is stored during normal business hours and shall cooperate with Buyer to facilitate an orderly transfer of the inventory to Buyer's possession.

ARTICLE IX

CONDITIONS TO CLOSING

Section 9.1 Conditions Precedent to Obligations of Buyer. The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Buyer in whole or in part to the extent permitted by applicable Law):

(a) The representations and warranties of Sellers set forth in this Agreement qualified as to materiality shall be true and correct and those not so qualified shall be true and correct in all material respects, at and as of the Closing, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true and correct and those not so qualified shall be true and correct in all material respects, on and as of such earlier date); and Buyer shall have received a certificate signed by an authorized officer of each Seller, dated the Closing Date, to the forgoing effect in his or her corporate (not personal) capacity (it being acknowledged and agreed that the signatory to such certificate shall have no personal liability as a result of signing such certificate);

(b) Sellers shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by them prior to the Closing Date, and Buyer shall have received a certificate signed by an authorized officer of each Seller, dated the Closing Date, to the forgoing effect in his or her corporate (not personal) capacity (it being acknowledged and agreed that the signatory to such certificate shall have no personal liability as a result of signing such certificate);

(c) Sellers shall have delivered, or caused to be delivered, to Buyer all of the items set forth in Section 4.2;

(d) From the date hereof through the Closing Date, (i) there shall have been no Material Adverse Effect and (ii) Sellers shall have delivered to Buyer a certificate (executed in corporate or limited liability company capacity, without liability to Sellers' signatory), dated as of the Closing Date, to such effect; and

(e) The Purchased Customer Data shall include personally identifiable data with respect to at least 2,000,000 unique individuals which the Bankruptcy Court has found, as reflected in the Sale Order, may be sold to Buyer in accordance with Section 363(b)(1)(A) of the Bankruptcy Code.

Section 9.2 Conditions Precedent to Obligations of Sellers. The obligations of Sellers to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by Sellers in whole or in part to the extent permitted by applicable Law):

(a) The representations and warranties of Buyer set forth in this Agreement qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, at and as of the Closing, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materially shall be true and correct, and those not so qualified shall be true and correct in all material respects, on and as of such earlier date); and Sellers shall have received a certificate signed by an authorized officer of Buyer, dated the Closing Date, to the foregoing effect in his or her corporate (not personal) capacity (it being acknowledged and agreed that the signatory to such certificate shall have no personal liability as a result of signing such certificate);

(b) Buyer shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by Buyer on or prior to the Closing Date, and Sellers shall have received a certificate signed by an authorized officer of Buyer, dated the Closing Date, to the foregoing effect in his or her corporate (not personal) capacity (it being acknowledged and agreed that the signatory to such certificate shall have no personal liability as a result of signing such certificate);

(c) Sellers shall have received the Deposit; and

(d) Buyer shall have delivered, or caused to be delivered, to Sellers the Cash Payment in accordance with Section 3.1.

Section 9.3 Conditions Precedent to Obligations of Buyer and Sellers. The respective obligations of Buyer and Sellers to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Buyer and Sellers in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any Order by a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby;

(b) the Bankruptcy Court shall have entered the Sale Order, in form and substance acceptable to Sellers and Buyer, by no later than February 6, 2009; and

(c) the Sale Order shall have become a Final Order (unless this condition shall have been waived in writing by Buyer).

Section 9.4 Frustration of Closing Conditions. Neither Sellers nor Buyer may rely on the failure of any condition set forth in Section 9.1, Section 9.2 or Section 9.3, as the case may be, if such failure was caused by such Party's failure to comply with any provision of this Agreement.

ARTICLE X

NO SURVIVAL

Section 10.1 No Survival of Representations and Warranties. The Parties hereto agree that the representations and warranties contained in this Agreement shall not survive the Closing hereunder, and none of the Parties shall have any liability to each other after the Closing for any breach thereof. The Parties hereto agree that the covenants contained in this Agreement to be performed at or after the Closing shall survive the Closing hereunder, and each Party hereto shall be liable to the other after the Closing for any breach thereof.

ARTICLE XI

TAX MATTERS

Section 11.1 Transfer Taxes. Buyer and Sellers shall seek to include in the Sale Order a provision that provides that the transfer of the Purchased Assets shall be free and clear of any sales, use, stamp, documentary stamp, filing, recording, transfer or similar fees or taxes or governmental charges (including any interest and penalty thereon) payable in connection with the transactions contemplated by this Agreement ("Transfer Taxes") under Bankruptcy Code Section 1146(c). If not included, Buyer shall be responsible for all Transfer Taxes. Sellers and Buyers shall cooperate and take commercially reasonable efforts to minimize all Transfer Taxes and obtain any available refunds of any Transfer Taxes.

Section 11.2 Prorations. All real and personal property Taxes or similar ad valorem obligations levied with respect to the Purchased Assets for any taxable period that includes the Closing Date and ends after the Closing Date, whether imposed or assessed before or after the Closing Date, shall be prorated between Sellers and Buyer as of 12:01 a.m. (New York time) on the day following the Closing Date. Such Taxes that first become payable in calendar year 2009 shall be apportioned between Sellers and Buyer using the calendar-year method. Under the calendar-year method, any Tax bill that first becomes due and payable during a calendar year is deemed to be related to that entire calendar year. Sellers' share of the Tax bills first becoming due and payable during 2008 shall be determined by multiplying the sum of the 2008 Tax bills by a fraction, the numerator of which shall be the number of days from and including January 1 to, and including, the Closing Date, and the denominator of which shall be 365. Buyer's share shall be the aggregate amount of all such bills less Sellers' share. If the exact amount of any real or personal property Taxes is not known on the Closing Date, the apportionment shall be based upon a reasonable amount, without subsequent adjustment.

Section 11.3 Purchase Price Allocation. Within sixty (60) days after the Closing Date, Buyer and Sellers will agree to a certificate of allocation detailing the allocation of the Purchase Price among the Purchased Assets. Buyer and Sellers will each file an Internal Revenue Service Form 8594 "Asset Acquisition Statement under Section 1060" at the times and in the manner as required by Treasury Regulation 1.106-1 consistent with such certificate of allocation. The certificate of allocation will be conclusive and binding on the Parties for all purposes, including reporting and disclosure requirements under the Code and any foreign, state, or local Tax authority.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Expenses. Each of Sellers and Buyer shall bear their own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby.

Section 12.2 Submission to Jurisdiction; Consent to Service of Process.

(a) Without limiting any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 12.7 hereof; provided, however, that if the Bankruptcy Case has closed, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the District of Delaware and any appellate court thereof, for the resolution of any such claim or dispute. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each of the Parties hereto hereby consents to process being served by any Party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 12.7.

Section 12.3 Waiver of Right to Trial by Jury. Each Party to this Agreement waives any right to trial by jury in any action, matter or proceeding regarding this Agreement or any provision hereof.

Section 12.4 Entire Agreement; Amendments and Waivers. This Agreement (including the Schedules and Exhibits hereto) represents the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought or, if such amendment, supplement, modification or waiver can be so construed, by both Parties. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

Section 12.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in Delaware, and, to the extent applicable, the Bankruptcy Code.

Section 12.6 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of receipt), (ii) when sent by facsimile (with written confirmation of transmission) or electronic mail (and no notice of failure of delivery was received within a reasonable time after such message was sent) or (iii) one Business Day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses, facsimile numbers and e-mail addresses (or to such other address, facsimile number or e-mail address as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Sellers, to:

The Parent Company
717 17th Street, Suite 1300
Denver, CO 80202
Attention: Chief Restructuring Officer
Telecopier: (303) 226-8650
E-mail: _____

With a copy (which shall not constitute notice) to:

Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Boulevard, 11th Floor
Loa Angeles, CA 90067-4100
Attention: Jeffrey W. Dulberg
Telecopier: (310) 201-0760
E-mail: jdulberg@pszjlaw.com

With a copy (which shall not constitute notice) to:

D.E. Shaw Laminar Lending 3 (C), L.L.C.
c/o D.E. Shaw & Co., L.P.
120 West 45th Street, 39th Floor
New York, New York 10036
Attention: Sarah Johnson
E-mail: Sarah.Johnson@deshaw.com
Telecopier: (212)845-1833
Attention: Debbie Blank
Telecopier: (713) 292-5454
E-mail: _____

With a copy (which shall not constitute notice) to:

Klee, Tuchin, Bogdanoff & Stern LLP
1999 Avenue of the Stars, 39th Floor
Los Angeles, California 90067
Attn: Michael L. Tuchin
Telecopier: (310) 407-9090
E-mail: MTuchin@ktbslaw.com

If to Buyer, to:

Eagle, LLC
c/o Jonathan M. Korn
Blank Rome LLP
Woodland Falls Corporate Park
210 Lake Drive East, Suite 200
Cherry Hill, New Jersey 08002
E-mail: Korn@BlankRome.com

Section 12.7 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any Law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 12.8 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement except as provided below. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Sellers, on the one hand, or Buyer, on the other hand, (by operation of law or otherwise) without the prior written consent of the other Parties hereto and any attempted assignment without the required consents shall be void; provided, however, that Buyer may assign any or all of its rights, interests, and obligations hereunder to one or more of its Affiliates, provided, further, however, no such assignment shall relieve Buyer of its obligations hereunder. No assignment of any obligations hereunder shall relieve the Parties hereto of any such obligations. Upon any such permitted assignment, the references in this Agreement to Buyer shall also apply to any such assignee unless the context otherwise requires.

Section 12.9 Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or electronic mail), each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

SELLERS:

eTOYS DIRECT 1, LLC

By: eToys Direct, Inc.,
its Managing Member

By: _____
Name: _____
Title: _____

THE PARENT COMPANY

By: _____
Name: _____
Title: _____

BABYUNIVERSE, INC.

By: _____
Name: _____
Title: _____

eTOYS DIRECT, INC.

By: _____
Name: _____
Title: _____

DREAMTIME BABY, INC.

By: _____
Name: _____
Title: _____

MY TWINN, INC.

By: _____
Name: _____
Title: _____

eTOYS DIRECT 2, LLC

By: eToys Direct, Inc.,
its Managing Member

By: _____
Name: _____
Title: _____

eTOYS DIRECT 3, LLC

By: eToys Direct, Inc.,
its Managing Member

By: _____
Name: _____
Title: _____

GIFT ACQUISITION, L.L.C.

By: eToys Direct, Inc.,
its Managing Member

By: _____
Name: _____
Title: _____

BUYER:

EAGLE, LLC

By: _____

Name: Jonathan Korn

Title: Authorized Agent

EXHIBIT A

FORM OF BILL OF SALE,
ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement (this "Bill of Sale") is made as of February XX, 2009 by and between [*Insert applicable Seller(s)*] a _____ [corporation] ("Seller") and EAGLE, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, this Bill of Sale is made pursuant to that certain Asset Purchase Agreement, dated as of February XX, 2009 (the "Asset Purchase Agreement"), by and between The Parent Company, eToys Direct, Inc., eToys Direct 1, LLC, eToys Direct 2, LLC, eToys Direct 3, LLC, BabyUniverse, Inc., DreamTime Baby, Inc., My Twinn, Inc. and Gift Acquisition, L.L.C. pursuant to which Seller agreed to sell and assign and Buyer agreed to purchase and assume certain assets and liabilities of Seller; and

WHEREAS, this Bill of Sale is being delivered pursuant to the terms of the Asset Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Transfer and Acceptance. In consideration of the payment by Buyer to Seller of the Purchase Price, Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of Seller's right, title, benefit, privileges and interest in and to the Purchased Assets set forth on the attached Schedule A, free and clear of all Liens, other than Permitted Exceptions, and Buyer hereby accepts, all right, title, benefit, privileges and interest of Seller in and to the Purchased Assets.

2. Assignment and Assumption. Seller hereby assigns, sells, conveys, transfers and sets over to Buyer all of Seller's right, title, benefit, privileges and interest in and to, and all of Seller's burdens, obligations and liabilities arising after the date hereof under the Purchased Contracts set forth on the attached Schedule B. Buyer hereby accepts the assignment of the Purchased Contracts and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants of the Purchased Contracts arising after the date hereof.

3. Further Assurances. From time to time after the date hereof, upon reasonable request of Buyer, Seller and its respective successors and assigns, shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment, transfer, acceptance, and assumption, and take such further action as the Buyer may reasonably request in order to fully effectuate the purposes, terms, and conditions of this Bill of Sale.

4. Miscellaneous.

(a) Capitalized Terms. Capitalized terms used but not defined in this Bill of Sale shall have the meanings set forth in the Asset Purchase Agreement.

(b) Headings. The section headings set forth herein are inserted or used for convenience of reference only and shall not control or affect the meaning or construction of the provisions of this Bill of Sale.

(c) Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in Delaware, and, to the extent applicable, the Bankruptcy Code.

(d) Binding Effect; Assignment. This Bill of Sale shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(e) Counterparts. This Bill of Sale may be executed in one or more counterparts (including by facsimile or electronic mail), each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[*Signature page follows.*]

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be executed as of the date first above written

SELLER:

[Insert applicable Seller]

By: _____
Name:
Title:

BUYER:

EAGLE, LLC

By: _____
Name:
Title:

SCHEDULE 1.1(a)
APPLICABLE PRIVACY POLICIES

The following Applicable Privacy Policies are attached:

1. Privacy and Security Baby Universe
2. Privacy Policy My Twinn
3. Privacy Policy e-Pregnancy and Baby TV
4. Privacy and Security Policy Dreamtime Baby
5. Privacy and Security eToys

Privacy and Security Baby Universe

- Commitment to Privacy
- What Information Do You Gather About Me?
- How Secure is My Information?
- What about My Account?
- What about My Baby Registry?
- How does BabyUniverse Recognize Me?
- Does BabyUniverse Use Cookies?

Commitment to Privacy

NOTICE: Our Privacy Policy changed on December 26, 2007.

We value you as a customer, and we know you're concerned about protecting your privacy online. Our mission is to inform you of our policies for collecting, sharing, disseminating and securing customer information online.

What Information Do You Gather About Me?

This privacy policy explains how we collect and use customer information gathered at this web site in order to conduct our business, inform customers about our products and provide customer service. Examples of personal information we collect include: your full name, credit card information, home address, billing address, e-mail address and phone number.

Examples of personal information we collect include: your full name, home address, billing address, e-mail address and phone number.

What we gather: We need your name, billing address, shipping address, e-mail address, billing phone number, shipping phone number and credit card number to process and ship your order. We will e-mail you to confirm your order and keep you updated on your order status. If we have a question about your order, we may contact you by e-mail or by phone. For example, we may call you to verify your credit card information on a large purchase.

In addition, we use your information to recommend products and features based on your past purchases, to personalize our newsletters if you choose to subscribe, to maintain your account and to improve your shopping experience or to notify you of any updates to our Privacy Policy.

Who we share it with: We share customer information with select partners, contractors, subsidiaries and related entities who also may use the information to, for example, recommend products and features based on your past purchases, improve your shopping experience, or check on the quality of your customer service experience. We also share customer information with service providers to conduct business on behalf of our company and its affiliated entities. This includes, but is not limited to: Credit card authorization and processing companies, customer service providers and shippers. In addition, we share customer information with other companies or organizations whose products or services may interest you. In these cases, we may share or cross-reference personally identifiable information to allow these companies or organizations to contact you about their products or services or check on the quality of your customer service experience. In addition, should you choose to accept an offer from a third party marketed through our Site, we will pass your relevant personal information, including name and credit/debit card number, to that third party which may have its own privacy policy which describes how it uses your personal information once you subscribe to the service. In the event of a bankruptcy, insolvency, merger or acquisition, customer information, including personal information, may be transferred. We may also disclose aggregate, non-identifiable customer information (such as number of visits or average order amounts) to advertisers or other third parties.

WE DO NOT ENDORSE ANY THIRD PARTY PRODUCTS OR SERVICES AND NO THIRD PARTY IS AUTHORIZED TO ACT ON OUR BEHALF REGARDING THE UPDATING OF ANY PERSONALLY IDENTIFIABLE INFORMATION. IF YOU RECEIVE A REQUEST TO UPDATE YOUR ACCOUNT FROM A THIRD PARTY PLEASE NOTIFY US.

If you do not wish to us to share your personal information for the purposes of receiving third-party marketing materials, you may indicate your preferences on our Your Privacy Rights page. If you do not wish to receive catalog mailings from BabyUniverse or our select partners, you may indicate your preferences on our Catalog Request page.

Information about kids: The BabyUniverse web site is designed for adults who make purchases for children. BabyUniverse doesn't knowingly solicit or collect information from children who are 12 or younger. In our Shop Cart, we post a prominent warning that tells children 12 and younger to seek assistance from a parent or guardian before making a purchase.

When we e-mail our newsletter, it includes prominently displayed instructions that show you how to unsubscribe from the newsletter. If your child subscribes to the BabyUniverse newsletter without your knowledge, simply follow the instructions, and unsubscribe immediately. If you want more information about children's privacy online, you can consult the "Consumer Protection" page on the Federal Trade Commission site.

The BabyUniverse Newsletter: If you want to receive e-mail newsletters from BabyUniverse with updates on sales, promotions and new arrivals, you must subscribe. You can subscribe to the BabyUniverse newsletter using a link on home page, when you create an account, during the checkout process, when you enter a sweepstakes or from the Newsletter page in our help section.

We offer specialty newsletters created for customers with interests in specific age groups, brands, categories and promotions. When we launch a new newsletter, we may e-mail it to you if you subscribe to the BabyUniverse newsletter and if your buying patterns indicate that the information in the newsletter might interest you.

Each newsletter prominently displays a link you can use to unsubscribe at any time. We also include the e-mail address you used when you signed up for the newsletter, so you know which address to enter when you unsubscribe.

Sweepstakes or special promotions: You may have noticed some of the sweepstakes or special promotions we may feature occasionally on this web site or in email communications to you. By participating in a sweepstakes or special promotion you will also be subject to and hereby agree to abide by the official rules of the sweepstakes or special promotion. Unless otherwise prohibited by law, we may use personal information submitted during a promotion or sweepstakes to contact you. We may also add your e-mail address to our customer newsletter mailing list unless you choose not to subscribe by checking a box.

Referral Programs: We may from time to time offer you the opportunity to earn rewards by referring friends to a web site owned or operated by us or an affiliated company. Participation in a Referral Program may require you to submit personal information about you and your friends, such as name and email address. By participating in a Referral Program you agree to receive communications from us and/or from our partners that operate and maintain the Referral Program both during and after your participation in the program. Please note that by signing up for and/or participating in such programs you are also subject to all rules governing the applicable referral program.

Your View: We give our customers the opportunity to review products on this site. When you submit "Your View," we may post it on the corresponding product page. We do ask for your e-mail address when you submit "Your View," and we may use the e-mail address to contact you. However, submitting "Your View" won't automatically add your e-mail address to our mailing list.

Contacting BabyUniverse Customer Service: If you contact our customer service, we may use your name, e-mail address, phone number and order history to answer your question as quickly as possible. On occasion, we may contact you later to verify information or to check on the quality of your Customer Service contact.

Legal requests: We may release customer account or other information if we're advised that release is necessary to comply with the law, or to protect the rights, property and safety of our company, its affiliates, customers or others. We may also exchange information with companies and organizations or law enforcement for loss prevention and credit risk reduction.

How Secure is My Information?

Protecting your personal information: We use Secure Sockets Layer (SSL 128-bit) encryption to scramble your personal and credit card information as it travels over the Internet during the checkout process on this web site.

You will know you're in the "secure" area of our site when you click on the "I Want to Checkout" button. Notice that the "http" portion of the web site address in your browser changes to "https." The "s" stands for "secure." In addition, both Netscape and Internet Explorer use special symbols to indicate that you're in a web site's secure area. Earlier versions of Netscape use a highlighted key. More recent versions of Netscape and all versions of Internet Explorer show a closed, highlighted lock. Some browsers let you know that you're moving in or out of a secure area by notifying you with a special pop-up window that requires you to click "ok" before continuing.

In addition, we encrypt every credit card number we store in our databases. Please see our Credit Card Security page for more about credit card safety.

Protecting your password: We also attempt to limit unauthorized access to your account. If you forget your password, you can create a new one. You can do your part to protect your personal information by keeping your password a secret and making sure you log off completely if you share a computer.

What about My Account?

Creating an account: Unlike many e-commerce sites, we don't require our customers to create an account and keep information on file with us. However, creating an account makes it even faster and easier to shop at our site. With an account, you can take advantage of special features like Quick Checkout. You can also ship gifts to several addresses at the same time by creating an address book and using the "multiple ship-to" option.

Storing your credit card number: Do you want to keep your credit card information on file as part of Your Account? It's your decision. When you store your credit card information with us, you can take full advantage of our Quick Checkout feature. Your credit card number also helps us identify you if you forget your password and request a new one to access your account information.

If you don't want to keep your credit card information on file when you create an account, that's fine. You don't need to store your credit card number with us to use Quick Checkout. You can re-enter your credit card number each time you checkout.

Option to change, modify or delete account information: You can review, modify, or delete your account information anytime. Just go to our Modify Your Account Settings page. There, we give you the option to look over your account information if you've created an account, modify/change that information or delete your account.

What about My Baby Registry?

Creating a Baby Registry: If you create a Baby Registry, you must first create Your Account. As a registered customer, you can create as many Baby Registry as you need. If you choose to share your Baby Registry (or registies) with family members or friends, the "share" feature is designed only for shopping convenience and no other purpose.

Children ages 12 and under may not create a Baby Registry or an Account, unless they have direct supervision by a parent or guardian.

Your Baby Registry Information: When you create a Baby Registry, you provide us with basic information, including your name, e-mail address, state and the names and birthdays associated with each Baby Registry you build.

Use of the E-Mail Addresses of Your Family Members and Friends: If you decide to use the "Share my Baby Registry" feature, we will e-mail your Baby Registry to the e-mail addresses you provide, along with your personal message.

Use of Your E-mail Address: By using the "Share Your Baby Registry" feature, you authorize us to share your e-mail address with the e-mail recipients you provide. You are also certifying to us that we have permission to send emails to the addresses you provide.

Use of the Baby Registry Directory: We give you the opportunity to include your Baby Registry in our directory. That way, your family members and friends or any of our customer can search for your list using the name and state associated with your Baby Registry. When your family members and friends decide to make a purchase, we don't show your shipping address during the checkout process. If you don't want others to 1) find your Baby Registry using your name and state information, or 2) see your name, birthday (day and month only), event type, event date or gender, do not add your Baby Registry to our directory.

Baby Registry Terms: By using the Baby Registry feature, you agree to the terms outlined above and all other Terms of Use.

Birthday Club:

As an optional service, BabyUniverse will send you birthday reminders and special offers. Simply enter the first name, date of birth and gender of your gift recipients at checkout if you choose to take advantage of this feature.

How does BabyUniverse Recognize Me?

We automatically recognize your Internet Service Provider (ISP) and your operating system. We sometimes use this information to solve problems with our server. We use URL encoding to monitor your shopping activity on our site. We may use this information to determine the most popular products and pages on our site and to enhance our marketing efforts and activities. This helps us make changes to improve your shopping experience.

If you enter this site from one of our affiliate sites, you may notice a special code at the end of our Web address as you move through our site. That tells us which affiliate site you entered through. We may give that affiliate credit for any purchase you make.

Does BabyUniverse Use Cookies?

Yes. A "cookie" is a special identifier. Web sites transfer cookies to your hard drive through your web browser. Cookies help us identify you when you visit one of our sites. If you have a discount coupon or certificate from us or an affiliate site, this information may be stored in your cookie. We don't store your password or any personal information in your cookie. If you want to prevent your browser from accepting cookies, set your browser options to let you know when you receive a new cookie, or turn off your cookies completely. You can find out how by reading the "help" portion of your toolbar on most browsers. Remember, however, that if you turn off the cookies feature, you will not be able to take advantage of all the special features we offer.

Modifications to Privacy Policy: We may make modifications to this Privacy Policy from time to time. Please check this web site for periodic updates. Each version of this Policy will be identified at the top of this page by its effective date.

Acceptance of Terms by Customer: Please note that accessing this web site or otherwise providing any information to us constitutes your acceptance of the terms set forth in our Privacy Policy and all other Terms of Use.

Governing Law: Any disputes arising under this Agreement will be resolved in accordance with the Terms of Use.

Privacy Policy My Twinn

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- What Information Do You Gather About Me?
- How Secure is My Information?
- What about My Account?
- How does My Twinn Recognize Me?
- Does My Twinn Use Cookies?

Commitment to Privacy

NOTICE: Our Privacy Policy changed on December 26, 2007.

We value you as a customer, and we know you're concerned about protecting your privacy online. Our mission is to inform you of our policies for collecting, sharing, disseminating and securing customer information online.

What Information Do You Gather About Me?

This privacy policy explains how we collect and use customer information gathered at this web site in order to conduct our business, inform customers about our products and provide customer service. Examples of personal information we collect include: your full name, credit card information, home address, billing address, e-mail address and phone number.

Examples of personal information we collect include: your full name, home address, billing address, e-mail address and phone number.

What we gather: We need your name, billing address, shipping address, e-mail address, billing phone number, shipping phone number and credit card number to process and ship your order. We will e-mail you to confirm your order and keep you updated on your order status. If we have a question about your order, we may contact you by e-mail or by phone. For example, we may call you to verify your credit card information on a large purchase.

In addition, we use your information to recommend products and features based on your past purchases, to personalize our newsletters if you choose to subscribe, to maintain your account and to improve your shopping experience or to notify you of any updates to our Privacy Policy.

Who we share it with: We share customer information with select partners, contractors, subsidiaries and related entities who also may use the information to, for example, recommend products and features based on your past purchases, improve your shopping experience, or check on the quality of your customer service experience. We also share customer information with service providers to conduct business on behalf of our company and its affiliated entities. This includes, but is not limited to: Credit card authorization and processing companies, customer service providers and shippers. In addition, we share customer information with other companies or organizations whose products or services may interest you. In these cases, we may share or cross-reference personally identifiable information to allow these companies or

organizations to contact you about their products or services or check on the quality of your customer service experience. In addition, should you choose to accept an offer from a third party marketed through our Site, we will pass your relevant personal information, including name and credit/debit card number, to that third party which may have its own privacy policy which describes how it uses your personal information once you subscribe to the service. In the event of a bankruptcy, insolvency, merger or acquisition, customer information, including personal information, may be transferred. We may also disclose aggregate, non-identifiable customer information (such as number of visits or average order amounts) to advertisers or other third parties.

WE DO NOT ENDORSE ANY THIRD PARTY PRODUCTS OR SERVICES AND NO THIRD PARTY IS AUTHORIZED TO ACT ON OUR BEHALF REGARDING THE UPDATING OF ANY PERSONALLY IDENTIFIABLE INFORMATION. IF YOU RECEIVE A REQUEST TO UPDATE YOUR ACCOUNT FROM A THIRD PARTY PLEASE NOTIFY US.

If you do not wish to us to share your personal information for the purposes of receiving third-party marketing materials, you may indicate your preferences on our Your Privacy Rights page. If you do not wish to receive catalog mailings from My Twinn or our select partners, you may indicate your preferences on our Catalog Request page.

Information about kids: The My Twinn web site is designed for adults who make purchases for children. My Twinn doesn't knowingly solicit or collect information from children who are 12 or younger. In our Shop Cart, we post a prominent warning that tells children 12 and younger to seek assistance from a parent or guardian before making a purchase.

When we e-mail our newsletter, it includes prominently displayed instructions that show you how to unsubscribe from the newsletter. If your child subscribes to the My Twinn newsletter without your knowledge, simply follow the instructions, and unsubscribe immediately. If you want more information about children's privacy online, you can consult the "Consumer Protection" page on the Federal Trade Commission site.

The My Twinn Newsletter: If you want to receive e-mail newsletters from My Twinn with updates on sales, promotions and new arrivals, you must subscribe. You can subscribe to the My Twinn newsletter using a link on home page, when you create an account, during the checkout process, when you enter a sweepstakes or from the Newsletter page in our help section.

We offer specialty newsletters created for customers with interests in specific age groups, brands, categories and promotions. When we launch a new newsletter, we may e-mail it to you if you subscribe to the My Twinn newsletter and if your buying patterns indicate that the information in the newsletter might interest you.

Each newsletter prominently displays a link you can use to unsubscribe at any time. We also include the e-mail address you used when you signed up for the newsletter, so you know which address to enter when you unsubscribe.

Sweepstakes or special promotions: You may have noticed some of the sweepstakes or special promotions we may feature occasionally on this web site or in email communications to you. By participating in a sweepstakes or special promotion you will also be subject to and hereby agree to abide by the official rules of the sweepstakes or special promotion. Unless otherwise prohibited by law, we may use personal information submitted during a promotion or sweepstakes to contact you. We may also add your e-mail address to our customer newsletter mailing list unless you choose not to subscribe by checking a box.

Referral Programs: We may from time to time offer you the opportunity to earn rewards by referring friends to a web site owned or operated by us or an affiliated company. Participation in a Referral Program may require you to submit personal information about you and your friends, such as name and email address. By participating in a Referral Program you agree to receive communications from us and/or from our partners that operate and maintain the Referral Program both during and after your participation in the program. Please note that by signing up for and/or participating in such programs you are also subject to all rules governing the applicable referral program.

Your View: We give our customers the opportunity to review products on this site. When you submit "Your View," we may post it on the corresponding product page. We do ask for your e-mail address when you submit "Your View," and we may use the e-mail address to contact you. However, submitting "Your View" won't automatically add your e-mail address to our mailing list.

Contacting My Twinn Customer Service: If you contact our customer service, we may use your name, e-mail address, phone number and order history to answer your question as quickly as possible. On occasion, we may contact you later to verify information or to check on the quality of your Customer Service contact.

Legal requests: We may release customer account or other information if we're advised that release is necessary to comply with the law, or to protect the rights, property and safety of our company, its affiliates, customers or others. We may also exchange information with companies and organizations or law enforcement for loss prevention and credit risk reduction.

How Secure is My Information?

Protecting your personal information: We use Secure Sockets Layer (SSL 128-bit) encryption to scramble your personal and credit card information as it travels over the Internet during the checkout process on this web site.

You will know you're in the "secure" area of our site when you click on the "I Want to Checkout" button. Notice that the "http" portion of the web site address in your browser changes to "https." The "s" stands for "secure." In addition, both Netscape and Internet Explorer use special symbols to indicate that you're in a web site's secure area. Earlier versions of Netscape use a highlighted key. More recent versions of Netscape and all versions of Internet Explorer show a closed, highlighted lock. Some browsers let you know that you're moving in or out of a secure area by notifying you with a special pop-up window that requires you to click "ok" before continuing.

In addition, we encrypt every credit card number we store in our databases. Please see our Credit Card Security page for more about credit card safety.

Protecting your password: We also attempt to limit unauthorized access to your account. If you forget your password, you can create a new one. You can do your part to protect your personal information by keeping your password a secret and making sure you log off completely if you share a computer.

What about My Account?

Creating an account: Unlike many e-commerce sites, we don't require our customers to create an account and keep information on file with us. However, creating an account makes it even faster and easier to shop at our site. With an account, you can take advantage of special features like Quick Checkout. You can also ship gifts to several addresses at the same time by creating an address book and using the "multiple ship-to" option.

Storing your credit card number: Do you want to keep your credit card information on file as part of Your Account? It's your decision. When you store your credit card information with us, you can take full advantage of our Quick Checkout feature. Your credit card number also helps us identify you if you forget your password and request a new one to access your account information.

If you don't want to keep your credit card information on file when you create an account, that's fine. You don't need to store your credit card number with us to use Quick Checkout. You can re-enter your credit card number each time you checkout.

Option to change, modify or delete account information: You can review, modify, or delete your account information anytime. Just go to our Modify Your Account Settings page. There, we give you the option to look over your account information if you've created an account, modify/change that information or delete your account.

Birthday Club:

As an optional service, My Twinn will send you birthday reminders and special offers. Simply enter the first name, date of birth and gender of your gift recipients at checkout if you choose to take advantage of this feature.

How does My Twinn Recognize Me?

We automatically recognize your Internet Service Provider (ISP) and your operating system. We sometimes use this information to solve problems with our server. We use URL encoding to monitor your shopping activity on our site. We may use this information to determine the most popular products and pages on our site and to enhance our marketing efforts and activities. This helps us make changes to improve your shopping experience.

If you enter this site from one of our affiliate sites, you may notice a special code at the end of our Web address as you move through our site. That tells us which affiliate site you entered through. We may give that affiliate credit for any purchase you make.

Does My Twinn Use Cookies?

Yes. A "cookie" is a special identifier. Web sites transfer cookies to your hard drive through your web browser. Cookies help us identify you when you visit one of our sites. If you have a discount coupon or certificate from us or an affiliate site, this information may be stored in your cookie. We don't store your password or any personal information in your cookie. If you want to prevent your browser from accepting cookies, set your browser options to let you know when you receive a new cookie, or turn off your cookies completely. You can find out how by reading the "help" portion of your toolbar on most browsers. Remember, however, that if you turn off the cookies feature, you will not be able to take advantage of all the special features we offer.

Modifications to Privacy Policy: We may make modifications to this Privacy Policy from time to time. Please check this web site for periodic updates. Each version of this Policy will be identified at the top of this page by its effective date.

Acceptance of Terms by Customer: Please note that accessing this web site or otherwise providing any information to us constitutes your acceptance of the terms set forth in our Privacy Policy and all other Terms of Use.

Governing Law: Any disputes arising under this Agreement will be resolved in accordance with the Terms of Use.

Privacy Policy e-Pregnancy and Baby TV

We respect your privacy and will do our best to keep your trust. This Privacy Policy identifies how we collect, use and protect the personal information you provide to us when you visit www.ePregnancy.com and the other websites owned or operated by us (the "Sites"). For the sake of clarity, any reference to "us," "we" and "our" in this Privacy Policy refers to ePregnancy.com and BabyUniverse, Inc. and its affiliates and subsidiaries.

This Privacy Policy is incorporated into and is subject to our Terms of Service. Your use of the Sites and any personal information you provide on the Sites remains subject to the terms of this Privacy Policy and our Terms of Service.

Please note that any video, image, or other content posted at your direction onto the Sites becomes published content and is not considered personally identifiable information subject to this Privacy Policy.

What Information Is Collected

· User Provided Information: You provide certain personally identifiable information (such as your name and email address) to us when choosing to participate in various activities on the Sites such as uploading videos, posting messages in our forums or in the video comments section, entering contests or sweepstakes, taking advantage of promotions, responding to surveys, or subscribing to newsletters or other mailing lists.

· Cookies Information: When you visit the Sites, we may send one or more cookies -- a small text file containing a string of alphanumeric characters -- to your computer that uniquely identifies your browser. We use both session cookies and persistent cookies. A session cookie is temporary and disappears after you close your browser. A persistent cookie remains after you close your browser. Persistent cookies may be used by your browser on subsequent visits to the Sites. Persistent cookies can be removed by following your web browser help file directions. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. However, some features of the Sites may not function properly if your ability to accept cookies is disabled.

· Log File Information: When you use the Sites, our servers automatically record certain information that your web browser sends whenever you visit any website. These server logs may include information such as your web request, Internet Protocol ("IP") address, browser type, browser language, referring / exit pages and URLs, platform type, number of clicks, domain names, landing pages, pages viewed and the order of those pages, the amount of time spent on particular pages, the date and time of your request, and one or more cookies that may uniquely identify your browser.

· Clear GIFs Information: When you use the Sites, we may employ "clear GIFs" (a.k.a. Web Beacons) which are used to track the online usage patterns of our users anonymously (i.e., in a non-personally-identifiable manner). In addition, we may also use clear GIFs in HTML-based emails sent to our users to track which emails are opened by recipients.

How We Use Information

· If you submit personally identifiable information to us through the Sites, then we use your personal information to operate, maintain, and provide to you the features and functionality of the Sites.

· Any personal information or video content that you voluntarily disclose online (on discussion boards, in messages and chat areas, within a public profile page, etc.) becomes publicly available and can be collected and used by others. Your account name (not your email address) is displayed to other users when you upload videos or send messages through the Sites and other users can contact you through messages and comments. Any videos that you submit to the Sites may be redistributed through the internet and other media channels, and may be viewed by the general public.

· We do not use your email address or other personally identifiable information to send commercial or marketing messages without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out. We may, however, use your email address without further consent for non-marketing or administrative purposes (such as notifying you of major site changes or for customer service purposes).

· We use both your personally identifiable information and certain non-personally-identifiable information (such as anonymous user

usage data, cookies, IP addresses, browser type, clickstream data, etc.) to improve the quality and design of the Sites and to create new features, promotions, functionality, and services by storing, tracking, and analyzing user preferences and trends.

· We use cookies, clear GIFs, and log file information to: (a) remember information so that you will not have to re-enter it during your visit or the next time you visit the Sites; (b) provide custom, personalized content and information; (c) monitor the effectiveness of our marketing campaigns; (d) monitor aggregate metrics such as total number of visitors, pages viewed, etc.; and (e) track your entries, submissions, and status in promotions, sweepstakes, and contests.

Disclosure of Information

· We may provide personally identifiable information and non-personally-identifiable information to our subsidiaries, affiliated companies, or other businesses or persons for the purpose of processing such information on our behalf. We require that these parties agree to process such information in compliance with our Privacy Policy, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures.

· We do not share your personally identifiable information (such as name or email address) with other, third-party companies for their commercial or marketing use without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out.

· We do share non-personally-identifiable information (such as anonymous user usage data, referring / exit pages and URLs, platform types, number of clicks, etc.) with interested third-parties to assist them in understanding the usage patterns for certain content, services, advertisements, promotions, and/or functionality on the Sites.

· We may release personally identifiable information and/or non-personally-identifiable information if required to do so by law, or in the good-faith belief that such action is necessary to comply with local, state, federal or foreign laws or respond to a court order, subpoena, search warrant or similar order.

· We reserve the right to disclose personally identifiable information and/or non-personally-identifiable information that we believe, in good faith, is appropriate or necessary to enforce our Terms of Service, take precautions against liability, to investigate and defend itself against any third-party claims or allegations, to assist government enforcement agencies, to protect the security or integrity of our web site, and to protect the rights, property, or personal safety of us, our employees, our users or others.

Your Choices

You may, of course, decline to submit personally identifiable information through the Sites, in which case we may not be able to provide certain services to you. You may update or correct your personal profile information and email preferences at any time by visiting your account profile page. Please note that media files uploaded by users to the Sites cannot be removed and remain subject to our Terms of Service.

To protect your privacy and security, we take reasonable steps (such as requesting a unique password) to verify your identity before granting you profile access or making corrections. You are responsible for maintaining the secrecy of your unique password and account information at all times.

Please contact us with any questions or comments about this Privacy Policy, your personal information, your consent, or your opt-in or opt-out choices using this contact form.

Third-Party Advertisers, Links to Other Sites

We allow other companies, called third-party ad servers or ad networks, to serve advertisements within the Sites. These third-party ad servers or ad networks use technology to send, directly to your browser, the advertisements and links that appear on the Sites. They automatically receive your IP address when this happens. They may also use other technologies (such as cookies, JavaScript, or Web Beacons) to measure the effectiveness of their advertisements and to personalize the advertising content you see.

We do not provide any personally identifiable information to these third-party ad servers or ad networks without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out. However, please note that if an advertiser asks us to show an advertisement to a certain audience (for example, women ages 21-34) or audience segment (for example, women ages

21-34 who have viewed certain channels of content) and you respond to that advertisement, the advertiser or ad-server may conclude that you fit the description of the audience they are trying to reach. The advertiser may also use information regarding your use of the Sites, such as the number of times you viewed an ad (but not any personally identifiable information), to determine which ads to deliver to you.

You should consult the respective privacy policies of these third-party ad servers or ad networks (see links below) for more information on their practices and for instructions on how to opt-out of certain practices. Our Privacy Policy does not apply to, and we cannot control the activities of, such other advertisers or web sites.

Currently, we have relationships with the following third-party ad servers or ad networks:

· 24/7 Real Media, Inc.
http://www.247realmedia.com/privacy.html

· Adbrite, Inc.
http://www.adbrite.com/mb/privacy.php

· DoubleClick
http://www.doubleclick.net/us/corporate/privacy

· Fastclick, Inc.
http://www.fastclick.com/company/privacy.html

· Google, Inc.
http://www.google.com/privacypolicy.html

· Tribal® Fusion
http://www.tribalfusion.com/TribalFusion/privacy.html

In addition to ad servers, we may include links to third-party websites on the Sites. We are not responsible for the content that appears on those websites and do not endorse those websites. Please consult the respective privacy policies of those websites to determine how they treat user information.

Our Commitment to Data Security

We use commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information. We cannot, however, ensure or warrant the security of any information you transmit to our Sites and you do so at your own risk. Once we receive your transmission of information, we make commercially reasonable efforts to ensure the security of our systems. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

If we learn of a security systems breach, then we may attempt to notify you electronically so that you can take appropriate protective steps. We may post a notice on the Sites if a security breach occurs. Depending on where you live, you may have a legal right to receive notice of a security breach in writing. To receive a free written notice of a security breach (or to withdraw your consent from receiving electronic notice) you should notify us using information found on our Contact Us page.

Our Commitment to Children's Privacy

Protecting the privacy of young children is especially important to us. For that reason, we do not knowingly collect or maintain personally identifiable information or non-personally-identifiable information on the Sites from persons under 13 years of age, and no part of our Sites is directed to persons under 13. If you are under 13 years of age, then please do not use or access the Sites at any time or in any manner. If we learn that personally identifiable information of persons under 13 years of age has been collected on the Sites without verified parental consent, then we will take the appropriate steps to delete this information.

International Users

The Sites are hosted in the United States and all information collected by us from the Sites will be collected, stored, used and otherwise processed in the United States, including information voluntarily provided by users outside the United States. These Sites are intended for and directed to users in the United States. If you are a user accessing the Sites from the European Union, Asia, or any other country or region with laws or regulations governing personal data collection, use, and disclosure, that differ from U.S. laws, please be advised that through your continued use of the Sites, which are governed by U.S. law, this Privacy Policy, and our Terms of Service, you are transferring your personal information to the United States and you consent to that transfer and our use of your information in the United States in accordance with the Privacy Policy.

In the Event of Merger, Sale, or Bankruptcy

In the event that we are acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you and all of our other users as part of such merger, acquisition, sale, or other change of control. In the unlikely event of our bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights generally, we may not be able to control how your personal information is treated, transferred, or used.

Changes and Updates to this Privacy Policy

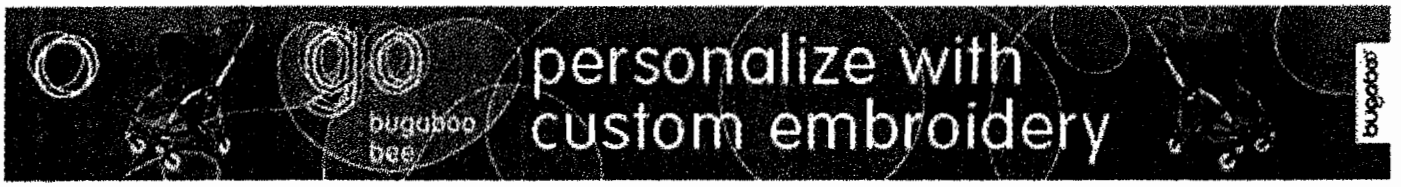
This Privacy Policy may be revised periodically and this will be reflected by the "effective date" below. Please revisit this page to stay aware of any changes. In general, we only use your personal information in the manner described in the Privacy Policy in effect when we received the personal information you provided. Your continued use of the Sites constitutes your agreement to this Privacy Policy and any future revisions.

For revisions to this Privacy Policy that may be materially less restrictive on our use or disclosure of the personal information you have already provided to us, we will attempt to obtain your consent before implementing such revisions with respect to such information.

Date Last Modified:
This Privacy Policy was last modified February 9, 2007.

Contact Information:
Please contact us with any questions or comments about the Privacy Policy using this contact form.

ePregnancy.com offers expert information, weekly pregnancy updates, product reviews, recalls and message boards for expecting parents. And don't miss the free giveaways!



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Privacy and Security Policy Dreamtime Baby

- Commitment to Privacy
- What Information Do You Gather About Me?
- How Secure is My Information?
- What about My Account?
- What about My Baby Registry?
- How does Dreamtime Baby Recognize Me?
- Does Dreamtime Baby Use Cookies?

Commitment to Privacy

NOTICE: Our Privacy Policy changed on December 26, 2007.

We value you as a customer, and we know you're concerned about protecting your privacy online. Our mission is to inform you of our policies for collecting, sharing, disseminating and securing customer information online.

What Information Do You Gather About Me?

This privacy policy explains how we collect and use customer information gathered at this web site in order to conduct our business, inform customers about our products and provide customer service. Examples of personal information we collect include: your full name, credit card information, home address, billing address, e-mail address and phone number.

Examples of personal information we collect include: your full name, home address, billing address, e-mail address and phone number.

What we gather: We need your name, billing address, shipping address, e-mail address, billing phone number, shipping phone number and credit card number to process and ship your order. We will e-mail you to confirm your order and keep you updated on your order status. If we have a question about your order, we may contact you by e-mail or by phone. For example, we may call you to verify your credit card information on a large purchase.

In addition, we use your information to recommend products and features based on your past purchases, to personalize our newsletters if you choose to subscribe, to maintain your account and to improve your shopping experience or to notify you of any updates to our Privacy Policy.

Who we share it with: We share customer information with select partners, contractors, subsidiaries and related entities who also may use the information to, for example, recommend products and features based on your past purchases, improve your shopping experience, or check on the quality of your customer service experience. We also share customer information with service providers to conduct business on behalf of our company and its affiliated entities. This includes, but is not limited to: Credit card authorization and processing companies, customer service providers and shippers. In addition, we share customer information with other companies or organizations whose products or services may interest you. In these cases, we may share or cross-reference personally identifiable information to allow these companies or organizations to contact you about their products or services or check on the quality of your customer service experience. In addition, should you choose to accept an offer from a third party marketed through our Site, we will pass your relevant personal information, including name and credit/debit card number, to that third party which may have its own privacy policy which describes how it uses your personal information once you subscribe to the service. In the event of a bankruptcy, insolvency, merger or acquisition, customer information, including personal information, may be transferred. We may also disclose aggregate, non-identifiable customer information (such as number of visits or average order amounts) to advertisers or other third parties.

If you do not wish to us to share your personal information for the purposes of receiving third-party marketing materials, you may indicate your preferences on our Your Privacy Rights page.

WE DO NOT ENDORSE ANY THIRD PARTY PRODUCTS OR SERVICES AND NO THIRD PARTY IS AUTHORIZED TO ACT ON OUR BEHALF REGARDING THE UPDATING OF ANY PERSONALLY IDENTIFIABLE INFORMATION. IF YOU RECEIVE A REQUEST TO UPDATE YOUR ACCOUNT FROM A THIRD PARTY PLEASE NOTIFY US.

Information about kids: The Dreamtime Baby web site is designed for adults who make purchases for children. Dreamtime Baby doesn't knowingly solicit or collect information from children who are 12 or younger. In our Shop Cart, we post a prominent warning that tells children 12 and younger to seek assistance from a parent or guardian before making a purchase.

When we e-mail our newsletter, it includes prominently displayed instructions that show you how to unsubscribe from the newsletter. If your child subscribes to the Dreamtime Baby newsletter without your knowledge, simply follow the instructions, and unsubscribe immediately. If you want more information about children's privacy online, you can consult the "Consumer Protection" page on the Federal Trade Commission site.

The Dreamtime Baby Newsletter: If you want to receive e-mail newsletters from Dreamtime Baby with updates on sales, promotions and new arrivals, you must subscribe. You can subscribe to the Dreamtime Baby newsletter using a link on home page, when you create an account, during the checkout process, when you enter a sweepstakes or from the Newsletter page in our help section.

We offer specialty newsletters created for customers with interests in specific age groups, brands, categories and promotions. When we launch a new newsletter, we may e-mail it to you if you subscribe to the Dreamtime Baby newsletter and if your buying patterns indicate that the information in the newsletter might interest you.

Each newsletter prominently displays a link you can use to unsubscribe at any time. We also include the e-mail address you used when you signed up for the newsletter, so you know which address to enter when you unsubscribe.

Sweepstakes or special promotions: You may have noticed some of the sweepstakes or special promotions we may feature occasionally on this web site or in email communications to you. By participating in a sweepstakes or special promotion you will also be subject to and hereby agree to abide by the official rules of the sweepstakes or special promotion. Unless otherwise prohibited by law, we may use personal information submitted during a promotion or sweepstakes to contact you. We may also add your e-mail address to our customer newsletter mailing list unless you choose not to subscribe by checking a box.

Referral Programs: We may from time to time offer you the opportunity to earn rewards by referring friends to a web site owned or operated by us or an affiliated company. Participation in a Referral Program may require you to submit personal information about you and your friends, such as name and email address. By participating in a Referral Program you agree to receive communications from us and/or from our partners that operate and maintain the Referral Program both during and after your participation in the program. Please note that by signing up for and/or participating in such programs you are also subject to all rules governing the applicable referral program.

Your View: We give our customers the opportunity to review products on this site. When you submit "Your View," we may post it on the corresponding product page. We do ask for your e-mail address when you submit "Your View," and we may use the e-mail address to contact you. However, submitting "Your View" won't automatically add your e-mail address to our mailing list.

Contacting Dreamtime Baby Customer Service: If you contact our customer service, we may use your name, e-mail address, phone number and order history to answer your question as quickly as possible. On occasion, we may contact you later to verify information or to check on the quality of your Customer Service contact.

Legal requests: We may release customer account or other information if we're advised that release is necessary to comply with the law, or to protect the rights, property and safety of our company, its affiliates, customers or others. We may also exchange information with companies and organizations or law enforcement for loss prevention and credit risk reduction.

How Secure is My Information?

Protecting your personal information: We use Secure Sockets Layer (SSL 128-bit) encryption to scramble your personal and credit card information as it travels over the Internet during the checkout process on this web site.

You will know you're in the "secure" area of our site when you click on the "I Want to Checkout" button. Notice that the "http" portion of the web site address in your browser changes to "https." The "s" stands for "secure." In addition, both Netscape and Internet Explorer use special symbols to indicate that you're in a web site's secure area. Earlier versions of Netscape use a highlighted key. More recent versions of Netscape and all versions of Internet Explorer show a closed, highlighted lock. Some browsers let you know that you're moving in or out of a secure area by notifying you with a special pop-up window that requires you to click "ok" before continuing.

In addition, we encrypt every credit card number we store in our databases. Please see our Credit Card Security page for more about credit card safety.

Protecting your password: We also attempt to limit unauthorized access to your account. If you forget your password, you can create a new one. You can do your part to protect your personal information by keeping your password a secret and making sure you log off completely if you share a computer.

What about My Account?

Creating an account: Unlike many e-commerce sites, we don't require our customers to create an account and keep information on file with us. However, creating an account makes it even faster and easier to shop at our site. With an account, you can take advantage of special features like Quick Checkout. You can also ship gifts to several addresses at the same time by creating an address book and using the "multiple ship-to" option.

Storing your credit card number: Do you want to keep your credit card information on file as part of Your Account? It's your decision. When you store your credit card information with us, you can take full advantage of our Quick Checkout feature. Your credit card number also helps us identify you if you forget your password and request a new one to access your account information.

If you don't want to keep your credit card information on file when you create an account, that's fine. You don't need to store your credit card number with us to use Quick Checkout. You can re-enter your credit card number each time you checkout.

Option to change, modify or delete account information: You can review, modify, or delete your account information anytime. Just go to our Modify Your Account Settings page. There, we give you the option to look over your account information if you've created an account, modify/change that information or delete your account.

What about My Baby Registry?

Creating a Baby Registry: If you create a Baby Registry, you must first create Your Account. As a registered customer, you can create as many Baby Registry as you need. If you choose to share your Baby Registry (or registies) with family members or friends, the "share" feature is designed only for shopping convenience and no other purpose.

Children ages 12 and under may not create a Baby Registry or an Account, unless they have direct supervision by a parent or guardian.

Your Baby Registry Information: When you create a Baby Registry, you provide us with basic information, including your name, e-mail address, state and the names and birthdays associated with each Baby Registry you build.

Use of the E-Mail Addresses of Your Family Members and Friends: If you decide to use the "Share my Baby Registry" feature, we will e-mail your Baby Registry to the e-mail addresses you provide, along with your personal message.

Use of Your E-mail Address: By using the "Share Your Baby Registry" feature, you authorize us to share your e-mail address with the e-mail recipients you provide. You are also certifying to us that we have permission to send emails to the addresses you provide.

Use of the Baby Registry Directory: We give you the opportunity to include your Baby Registry in our directory. That way, your family members and friends or any of our customer can search for your list using the name and state associated with your Baby Registry. When your family members and friends decide to make a purchase, we don't show your shipping address during the checkout process. If you don't want others to 1) find your Baby Registry using your name and state information, or 2) see your name, birthday (day and month only), event type, event date or gender, do not add your Baby Registry to our directory.

Baby Registry Terms: By using the Baby Registry feature, you agree to the terms outlined above and all other Terms of Use.

Birthday Club:

As an optional service, Dreamtime Baby will send you birthday reminders and special offers. Simply enter the first name, date of birth and gender of your gift recipients at checkout if you choose to take advantage of this feature.

How does Dreamtime Baby Recognize Me?

We automatically recognize your Internet Service Provider (ISP) and your operating system. We sometimes use this information to solve problems with our server. We use URL encoding to monitor your shopping activity on our site. We may use this information to determine the most popular products and pages on our site and to enhance our marketing efforts and activities. This helps us make changes to improve your shopping experience.

If you enter this site from one of our affiliate sites, you may notice a special code at the end of our Web address as you move through our site. That tells us which affiliate site you entered through. We may give that affiliate credit for any purchase you make.

Does Dreamtime Baby Use Cookies?

Yes. A "cookie" is a special identifier. Web sites transfer cookies to your hard drive through your web browser. Cookies help us identify you when you visit one of our sites. If you have a discount coupon or certificate from us or an affiliate site, this information may be stored in your cookie. We don't store your password or any personal information in your cookie. If you want to prevent your browser from accepting cookies, set your browser options to let you know when you receive a new cookie, or turn off your cookies completely. You can find out how by reading the "help" portion of your toolbar on most browsers. Remember, however, that if you turn off the cookies feature, you will not be able to take advantage of all the special features we offer.

Modifications to Privacy Policy: We may make modifications to this Privacy Policy from time to time. Please check this web site for periodic updates. Each version of this Policy will be identified at the top of this page by its effective date.

Acceptance of Terms by Customer: Please note that accessing this web site or otherwise providing any information to us constitutes your acceptance of the terms set forth in our Privacy Policy and all other Terms of Use.

Governing Law: Any disputes arising under this Agreement will be resolved in accordance with the Terms of Use.

Privacy and Security eToys

- Commitment to Privacy
- What Information Do You Gather About Me?
- How Secure is My Information?
- What about My Account?
- What about My Wish List?
- How does eToys Recognize Me?
- Does eToys Use Cookies?

Commitment to Privacy

NOTICE: Our Privacy Policy changed on December 26, 2007.

We value you as a customer, and we know you're concerned about protecting your privacy online. Our mission is to inform you of our policies for collecting, sharing, disseminating and securing customer information online.

What Information Do You Gather About Me?

This privacy policy explains how we collect and use customer information gathered at this web site in order to conduct our business, inform customers about our products and provide customer service. Examples of personal information we collect include: your full name, credit card information, home address, billing address, e-mail address and phone number.

Examples of personal information we collect include: your full name, home address, billing address, e-mail address and phone number.

What we gather: We need your name, billing address, shipping address, e-mail address, billing phone number, shipping phone number and credit card number to process and ship your order. We will e-mail you to confirm your order and keep you updated on your order status. If we have a question about your order, we may contact you by e-mail or by phone. For example, we may call you to verify your credit card information on a large purchase.

In addition, we use your information to recommend products and features based on your past purchases, to personalize our newsletters if you choose to subscribe, to maintain your account and to improve your shopping experience or to notify you of any updates to our Privacy Policy.

Who we share it with: We share customer information with select partners, contractors, subsidiaries and related entities who also may use the information to, for example, recommend products and features based on your past purchases, improve your shopping experience, or check on the quality of your customer service experience. We also share customer information with service providers to conduct business on behalf of our company and its affiliated entities. This includes, but is not limited to: Credit card authorization and processing companies, customer service providers and shippers. In addition, we share customer information with other companies or

organizations whose products or services may interest you. In these cases, we may share or cross-reference personally identifiable information to allow these companies or organizations to contact you about their products or services or check on the quality of your customer service experience. In addition, should you choose to accept an offer from a third party marketed through our Site, we will pass your relevant personal information, including name and credit/debit card number, to that third party which may have its own privacy policy which describes how it uses your personal information once you subscribe to the service. In the event of a bankruptcy, insolvency, merger or acquisition, customer information, including personal information, may be transferred. We may also disclose aggregate, non-identifiable customer information (such as number of visits or average order amounts) to advertisers or other third parties.

WE DO NOT ENDORSE ANY THIRD PARTY PRODUCTS OR SERVICES AND NO THIRD PARTY IS AUTHORIZED TO ACT ON OUR BEHALF REGARDING THE UPDATING OF ANY PERSONALLY IDENTIFIABLE INFORMATION. IF YOU RECEIVE A REQUEST TO UPDATE YOUR ACCOUNT FROM A THIRD PARTY PLEASE NOTIFY US.

If you do not wish to us to share your personal information for the purposes of receiving third-party marketing materials, you may indicate your preferences on our Your Privacy Rights page. If you do not wish to receive catalog mailings from eToys or our select partners, you may indicate your preferences on our Catalog Request page.

Information about kids: The eToys web site is designed for adults who make purchases for children. eToys doesn't knowingly solicit or collect information from children who are 12 or younger. In our Shop Cart, we post a prominent warning that tells children 12 and younger to seek assistance from a parent or guardian before making a purchase.

When we e-mail our newsletter, it includes prominently displayed instructions that show you how to unsubscribe from the newsletter. If your child subscribes to the eToys newsletter without your knowledge, simply follow the instructions, and unsubscribe immediately. If you want more information about children's privacy online, you can consult the "Consumer Protection" page on the Federal Trade Commission site.

The eToys Newsletter: If you want to receive e-mail newsletters from eToys with updates on sales, promotions and new arrivals, you must subscribe. You can subscribe to the eToys newsletter using a link on home page, when you create an account, during the checkout process, when you enter a sweepstakes or from the Newsletter page in our help section.

We offer specialty newsletters created for customers with interests in specific age groups, brands, categories and promotions. When we launch a new newsletter, we may e-mail it to you if you subscribe to the eToys newsletter and if your buying patterns indicate that the information in the newsletter might interest you.

Each newsletter prominently displays a link you can use to unsubscribe at any time. We also include the e-mail address you used when you signed up for the newsletter, so you know which address to enter when you unsubscribe.

Sweepstakes or special promotions: You may have noticed some of the sweepstakes or special promotions we may feature occasionally on this web site or in email communications to you. By participating in a sweepstakes or special promotion you will also be subject to and hereby agree to abide by the official rules of the sweepstakes or special promotion. Unless otherwise prohibited by law, we may use personal information submitted during a promotion or sweepstakes to contact you. We may also add your e-mail address to our customer newsletter mailing list unless you choose not to subscribe by checking a box.

Referral Programs: We may from time to time offer you the opportunity to earn rewards by referring friends to a web site owned or operated by us or an affiliated company. Participation in a Referral Program may require you to submit personal information about you and your friends, such as name and email address. By participating in a Referral Program you agree to receive communications from us and/or from our partners that operate and maintain the Referral Program both during and after your participation in the program. Please note that by signing up for and/or participating in such programs you are also subject to all rules governing the applicable referral

program.

Your View: We give our customers the opportunity to review products on this site. When you submit "Your View," we may post it on the corresponding product page. We do ask for your e-mail address when you submit "Your View," and we may use the e-mail address to contact you. However, submitting "Your View" won't automatically add your e-mail address to our mailing list.

Contacting eToys Customer Service: If you contact our customer service, we may use your name, e-mail address, phone number and order history to answer your question as quickly as possible. On occasion, we may contact you later to verify information or to check on the quality of your Customer Service contact.

Legal requests: We may release customer account or other information if we're advised that release is necessary to comply with the law, or to protect the rights, property and safety of our company, its affiliates, customers or others. We may also exchange information with companies and organizations or law enforcement for loss prevention and credit risk reduction.

How Secure is My Information?

Protecting your personal information: We use Secure Sockets Layer (SSL 128-bit) encryption to scramble your personal and credit card information as it travels over the Internet during the checkout process on this web site.

You will know you're in the "secure" area of our site when you click on the "I Want to Checkout" button. Notice that the "http" portion of the web site address in your browser changes to "https." The "s" stands for "secure." In addition, both Netscape and Internet Explorer use special symbols to indicate that you're in a web site's secure area. Earlier versions of Netscape use a highlighted key. More recent versions of Netscape and all versions of Internet Explorer show a closed, highlighted lock. Some browsers let you know that you're moving in or out of a secure area by notifying you with a special pop-up window that requires you to click "ok" before continuing.

In addition, we encrypt every credit card number we store in our databases. Please see our Credit Card Security page for more about credit card safety.

Protecting your password: We also attempt to limit unauthorized access to your account. If you forget your password, you can create a new one. You can do your part to protect your personal information by keeping your password a secret and making sure you log off completely if you share a computer.

What about My Account?

Creating an account: Unlike many e-commerce sites, we don't require our customers to create an account and keep information on file with us. However, creating an account makes it even faster and easier to shop at our site. With an account, you can take advantage of special features like Quick Checkout. You can also ship gifts to several addresses at the same time by creating an address book and using the "multiple ship-to" option.

Storing your credit card number: Do you want to keep your credit card information on file as part of Your Account? It's your decision. When you store your credit card information with us, you can take full advantage of our Quick Checkout feature. Your credit card number also helps us identify you if you forget your password and request a new one to access your account information.

If you don't want to keep your credit card information on file when you create an account, that's fine. You don't need to store your credit card number with us to use Quick Checkout. You can re-enter your credit card number each time you checkout.

Option to change, modify or delete account information: You can review, modify, or delete your account information anytime. Just go to our Modify Your Account Settings page. There, we give you the option to look over your account information if you've created an account, modify/change that

information or delete your account.

What about My Wish List?

Creating a Wish List: If you create a Wish List at eToys, you must first create Your Account. Wish List works like a Gift Registry. As a registered customer, you can create as many Wish Lists as you need. If you choose to share your Wish List(s) with family members or friends, the "share" feature is designed only for shopping convenience and no other purpose.

Children ages 12 and under may not create a Wish List or an Account, unless they have direct supervision by a parent or guardian.

Your Wish List Information: When you create a Wish List, you provide us with basic information, including your name, e-mail address, state and the names and birthdays associated with each Wish List you build.

Use of the E-Mail Addresses of Your Family Members and Friends: If you decide to use the "Share my Wish List" feature, we will e-mail your Wish List to the e-mail addresses you provide, along with your personal message.

Use of Your E-mail Address: By using the "Share Your Wish List" feature, you authorize eToys to share your e-mail address with your family members and friends.

Use of the Wish List Directory: We give you the opportunity to include your Wish List in our directory. That way, your family members and friends or any eToys customer can search for your list using the name and state associated with your Wish List. When your family members and friends decide to make a purchase, we don't show your shipping address during the checkout process. If you don't want others to 1) find your Wish List using your name and state information, or 2) see your name, birthday (day and month only), event type, event date or gender, do not add your Wish List to our directory.

Wish List Terms: By using the Wish List feature, you agree to the terms outlined above.

Birthday Club:

As an optional service, eToys will send you birthday reminders and special offers. Simply enter the first name, date of birth and gender of your gift recipients at checkout if you choose to take advantage of this feature.

How does eToys Recognize Me?

We automatically recognize your Internet Service Provider (ISP) and your operating system. We sometimes use this information to solve problems with our server. We use URL encoding to monitor your shopping activity on our site. We may use this information to determine the most popular products and pages on our site and to enhance our marketing efforts and activities. This helps us make changes to improve your shopping experience.

If you enter this site from one of our affiliate sites, you may notice a special code at the end of our Web address as you move through our site. That tells us which affiliate site you entered through. We may give that affiliate credit for any purchase you make.

Does eToys Use Cookies?

Yes. A "cookie" is a special identifier. Web sites transfer cookies to your hard drive through your web browser. Cookies help us identify you when you visit one of our sites. If you have a discount coupon or certificate from us or an affiliate site, this information may be stored in your cookie. We don't store your password or any personal information in your cookie. If you want to prevent your browser from accepting cookies, set your browser options to let you know when you receive a new

cookie, or turn off your cookies completely. You can find out how by reading the "help" portion of your toolbar on most browsers. Remember, however, that if you turn off the cookies feature, you will not be able to take advantage of all the special features we offer.

Modifications to Privacy Policy: We may make modifications to this Privacy Policy from time to time. Please check this web site for periodic updates. Each version of this Policy will be identified at the top of this page by its effective date.

Acceptance of Terms by Customer: Please note that accessing this web site or otherwise providing any information to us constitutes your acceptance of the terms set forth in our Privacy Policy and all other Terms of Use.

Governing Law: Any disputes arising under this Agreement will be resolved in accordance with the Terms of Use.

Still Need Help?

Did you try our Help Section? Browse our help section to find the answer.

Did you find the information you need on this Help page?
If not, please send us your feedback

SCHEDULE 1.1(b)
PURCHASED INTELLECTUAL PROPERTY

The Purchased Intellectual Property shall include:

1. all trademarks set forth in the tables below, including high-resolution digital image files for all designs and logos;

2. the Documents, including the following as they relate to the operation of the Business and the ecommerce websites hosted at the Purchased Domain Names:
    a. all procedures and policies and all operating and training materials;
    b. all customer service policies and procedures, case and transaction histories, FAQs, appeasement practices and knowledge bases;
    c. all current and historical brand positioning and image strategies and related documents;
    d. all current and historical promotional messaging and positioning strategies and related documents;
    e. all current and historical promotional strategies and related documents;
    f. all current and historical marketing materials; and
    g. all other information relating to the operation of the Business and the ecommerce websites hosted at the Purchased Domain Names, including management data and reports, sales data and reports, website statistics, marketing statistics and transaction histories (at the order/line level or other most specific level of detail available).

3. all digital assets (other than software) used in the Business or displayed on the ecommerce websites hosted at the Purchased Domain Names, including:
    a. text, graphics, button icons, logos, images, video and audio clips, digital downloads and data compilations;
    b. product catalogs, including all catalog specifications, database structures, documentation explaining catalog fields and all related functionality, and all catalog text attributes);
    c. product images, including primary and secondary product images in all available sizes and resolutions;
    d. product descriptions;
    e. product taxonomies, including product hierarchies and information where products are merchandised (or "noded");
    f. historical website screenshots/scrapes;
    g. newsletters;
    h. customer reviews and other user-generated content;
    i. catalog databases and associated database structures; and
    j. all copyrights and other intellectual property rights in such assets;

Sellers shall deliver to Buyer all such digital assets in electronic form in industry standard formats organized and identified so as to facilitate the reproduction by Buyer of the ecommerce websites on which such digital assets were hosted prior to the Closing, all as reasonably specified by Buyer.

At its option, Buyer may require Sellers to deliver digital files representing some or all of the Purchased Intellectual Property by electronic transfer in a manner reasonably specified by Buyer.

ETOYS, INC.

TRADEMARK	COUNTRY	CLASS(ES)	APPL. NO FILING DATE	REG NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ATTY(S) HANDLING CLIENT REF.
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)

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)
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)

DREAMTIME BABY, INC.

TRADEMARK	COUNTRY	CLASS(ES)	APPL. NO FILING DATE	REG NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ATTY(S) HANDLING CLIENT REF.
DREAMTIME BABY	US	35	78/447975 07/08/2004	3005805 10/11/2005	Registered Next Due Date: Section 8 & 15 Open 10/11/2010	027262-000800US (DES)

Additional information specifying certain "BabyUniverse" trademarks included in the Purchased Intellectual Property appears in the following table:

MARK	COUNTRY	GOODS/SERVICES
baby universe.com	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.
Baby Universe .com	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.
baby universe.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

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

MY TWINN, INC.

TTC Ref Country ATTY(s) Handling	Client's Ref	Title	Inventor	Application No. Filing Date	Patent No. Issue Date	Status Remarks
027359-001200US G3B (DJG)		Realistic Doll Head System and Method Therefor	George, Richard L. Wilcox, Reed N. Thiess, Kenn Anderson, Lane	08/732639 10/16/1996	6071171 06/06/2000	Granted (Moved to 027359-001200US)-spreadsheet #61688888 Annuity: Next: 12/06/2011 Annuity: End of Grace (Final Deadline): 06/06/2012
027359-001210US G3B (DJG)		Realistic Doll Head System and Method Therefor	George, Richard L. Wilcox, Reed N. Thiess, Kenn Anderson, Lane	09/256795 02/24/1999	6099378 08/08/2000	Granted Annuity: Next: 02/08/2012 Annuity: End of Grace (Final Deadline): 08/08/2012
026075-000220US G3B (DJG)		Realistic Doll Head System and Method Therefor	George, Richard L. Wilcox, Reed N. Thiess, Kenn Anderson, Lane	09/609806 07/03/2000	6244926 06/12/2001	Granted Annuity: Next: 12/12/2012 Annuity: End of Grace (Final Deadline): 06/12/2013
027359-001300US G3B (DJG)		Support System and Flexible Integument for Dolls	Wilcox, Reed N. George, Richard L. Thiess, Kenn Anderson, Lane	09/134781 08/14/1998	6074270 06/13/2000	Granted Annuity: Next: 12/13/2011 Annuity: End of Grace (Final Deadline): 06/13/2012

TRADEMARK	COUNTRY	CLASS(ES)	APPL. NO FILING DATE	REG NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ATTY(S) HANDLING CLIENT REF.
CUDDLY BROTHERS	US	28	75/494379 06/02/1998	2304850 12/28/1999	Registered Next Due Date: Next Renewal Due 12/28/2009	027359-001000US (DES)
MI GEMELA	Mexico	28	750628 11/14/2005	915770 01/16/2006	Registered Next Due Date: Next Renewal Due 11/14/2015	027359-001500MX (DJG)
MY TWINN	Mexico	28	750614 11/14/2005	959002 10/27/2006	Registered Next Due Date: Next Renewal Due 11/14/2015	027359-001600MX (DJG)
MY TWINN	US	16, 25, 28, 35, 40	75/341868 08/15/1997	2230190 03/09/1999	Registered Next Due Date: Next Renewal Due 03/09/2009	027359-000500US G3B (DJG)
MY TWINN (Stylized)	US	28	76/638232 05/10/2005	3185267 12/19/2006	Registered Next Due Date: Section 8 & 15 Open 12/19/2011	027359-000700US (DES)
MY TWINN (Stylized)	US	28	74/447443 10/15/1993	1897057 05/30/1995	Registered Next Due Date: Next Renewal Due 05/30/2015	027359-000800US (DES)
MY TWINN FRIEND	US	28	76/638230 05/10/2005	3172897 11/21/2006	Registered Next Due Date: Section 8 & 15 Open 11/21/2011	027359-000600US (DES)
MYTWINN.COM	US	35	75/499912 06/10/1998	2471917 07/24/2001	Registered Next Due Date: Next Renewal Due 07/24/2011	027359-000400US (DES)
POSEABLE PETS BY MY TWINN	US	28	76/227159 03/20/2001	2705248 04/08/2003	Registered Next Due Date: Section 8 & 15 Due 04/08/2009	027359-000300US (DES)
THE JUST-LIKE-ME-DOLL	US	28	77/333371 11/19/2007		Pending Next Due Date: Final Response/Reconsideration 04/09/2009	027359-000100US (DES)

TRADEMARK	COUNTRY	CLASS(ES)	APPL. NO FILING DATE	REG NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ATTY(S) HANDLING CLIENT REF.
TWINNS AND FRIENDS	US	35	75/688900 04/23/1999	2598432 07/23/2002	Registered Next Due Date: Section 8 & 15 End of Grace 01/23/2009	027359-000200US (DES)

THE PARENT COMPANY

TRADEMARK	COUNTRY	CLASS(ES)	APPL. NO FILING DATE	REG NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ATTY(S) HANDLING CLIENT REF.
THE PARENT COMPANY	US	35	77/303485 10/13/2007		Pending (Allowed) Next Due Date: SOU/EOT 12 Month 06/24/2009	027262-001300US (DES)
EPREGNANCY	US	42	75/681942 04/15/1999	2332448 03/21/2000	Registered Next Due Date: Next Renewal Due 03/21/2010	027262-000500US (DES)
BABYTV.COM	US	35	78/878637 05/08/2006		Pending	027262-000400US (DES)
MARKER BUILDER	US	16	77/362533 01/02/2008		Pending (Allowed) Next Due Date: SOU/EOT 6 Month 04/07/2009	026075-001300US (DES)
POWER POGO	US	28	78/671350 07/15/2005	3167853 11/07/2006	Registered Next Due Date: Section 8 & 15 Open 11/07/2011	026075-000400US G3B (DJG)
EKIDS	US	41	76/037234 04/28/2000	3042108 01/10/2006	Registered Next Due Date: Section 8 & 15 Open 01/10/2011	026075-002200US (DES)
EKIDS	US	35	76/037229 04/28/2000	3042107 01/10/2006	Registered Next Due Date: Section 8 & 15 Open 01/10/2011	026075-002300US (DES)
EKIDS	US	42	76/037050 04/28/2000	3042106 01/10/2006	Registered Next Due Date: Section 8 & 15 Open 01/10/2011	026075-002400US (DES)
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)

TRADEMARK	COUNTRY	CLASS(ES)	APPL. NO FILING DATE	REG NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ATTY(S) HANDLING CLIENT REF.
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)

SCHEDULE 1.1(c)
PURCHASED CONTRACTS

The Purchased Contracts are as follows:

1. KB Toys Trademark License Agreement, dated May 10, 2004, by and between KB Holdings, LLC and Toy Acquisition Corp.

2. First Amendment to License Agreement, dated March 16, 2007, by and between eToys Direct, Inc. (f/k/a Toy Acquisition Corp.) and KB Holdings, LLC.

3. Trademark Security Agreement, dated May 10, 2004, by and between KB Holdings, LLC and Toy Acquisition Corp.

SCHEDULE 2.1(a)
PURCHASED DOMAIN NAMES

Baby Universe Domain Names

Domain Name	Registrar	Expiration
BABYUNIVERSE.CO.UK	QoolDomains	6/6/2010
babyuniverse.com	Domainmonger	2/23/2016
dreamtimebaby.com	Domainmonger	2/7/2014

eToys Domain Names

Domain Name	Registrar	Expiration
etoys.com	Domainmonger	11/2/2011
e-toys.com	Domainmonger	12/28/2010
etoys.net	Domainmonger	2/3/2011
etoys.org	Domainmonger	12/27/2010
etoysactive.com	Domainmonger	4/29/2009
etoys-affiliates.com	Domainmonger	4/19/2009
etoysapparel.com	Domainmonger	4/29/2009
etoysauctions.com	Domainmonger	4/29/2009
etoysbabies.com	Domainmonger	4/23/2009
etoysbaby.com	Domainmonger	4/23/2009
etoysbaby.net	Domainmonger	2/9/2010
etoysbaby.org	Domainmonger	2/9/2010
etoysbacktoschool.com	Domainmonger	4/29/2009
etoysbirthday.com	Domainmonger	4/29/2009
etoysbirthdays.com	Domainmonger	4/29/2009
etoysbooks.com	Domainmonger	4/29/2009
etoyscards.com	Domainmonger	4/29/2009
etoysclothing.com	Domainmonger	4/29/2009
etoyscollectibles.com	Domainmonger	4/29/2009
etoyscomics.com	Domainmonger	4/29/2009
etoysdiscount.com	Domainmonger	2/20/2010
etoysfamily.com	Domainmonger	4/29/2009
etoysfourless.com	Domainmonger	10/12/2009
etoysgreetingcards.com	Domainmonger	4/29/2009
etoyshalloween.com	Domainmonger	4/29/2009
etoyshobbies.com	Domainmonger	4/29/2009
etoyskids.com	Domainmonger	4/13/2009
etoyslearning.com	Domainmonger	4/29/2009
etoysmusic.com	Domainmonger	4/8/2009
etoysnews.com	Domainmonger	11/11/2009
etoysorders.com	Domainmonger	10/25/2009
etoysparents.com	Domainmonger	4/29/2009
etoysparty.com	Domainmonger	4/29/2009
etoyspiggybank.com	Domainmonger	4/29/2009
etoysregistry.com	Domainmonger	4/23/2009
etoysregistry.net	Domainmonger	4/23/2009
etoyssports.com	Domainmonger	6/24/2009

Domain Name	Registrar	Expiration
etoyssucks.net	Domainmonger	3/19/2010
etoystelevision.com	Domainmonger	6/24/2009
etoystoys.com	Domainmonger	4/16/2009
etoystoys.net	Domainmonger	4/16/2009
etoystradingcards.com	Domainmonger	4/29/2009
etoysucks.com	Domainmonger	3/19/2010
etoysvideogames.com	Domainmonger	4/29/2009
etoyswishlist.com	Domainmonger	4/29/2009
etoyys.com	Domainmonger	4/23/2009
etoyz.net	Domainmonger	4/10/2009
etoyz4less.com	Domainmonger	11/5/2009
etoyz4less.net	Domainmonger	11/5/2009
etoyzforless.org	Domainmonger	11/5/2009
ettoys.com	Domainmonger	7/29/2009

My Twinn Domain Names

Domain Name	Registrar	Expiration
cuddlybrothers.com	Domainmonger	11/28/2009
cuddlybrothers.net	Domainmonger	11/28/2009
cuddlysister.com	Domainmonger	11/28/2009
cuddlysister.net	Domainmonger	11/28/2009
cuddlysisters.com	Domainmonger	11/28/2009
cuddlysisters.net	Domainmonger	11/28/2009
customdoll.com	Domainmonger	9/12/2009
majumelle.com	Domainmonger	9/6/2009
migemela.com	Domainmonger	9/6/2009
migemela.com.mx	Total Registrations	6/28/2010
migmela.com.mx	Total Registrations	6/8/2010
mimelliza.com	Domainmonger	9/6/2009
mimelliza.com.mx	Total Registrations	6/8/2010
mylittletwin.com	Domainmonger	9/6/2009
mylittletwinn.com	Domainmonger	9/6/2009
mytwin.ca	Domainmonger	10/9/2009
mytwin.cn	Namescout	3/17/2010
mytwin.com	Domainmonger	7/18/2015
mytwin.com.mx	Total Registrations	6/8/2010
mytwin.net	Domainmonger	9/12/2009
mytwinbaby.com	Domainmonger	9/6/2009
mytwinclub.com	Domainmonger	9/6/2009
mytwindoll.biz	Domainmonger	9/11/2009
mytwindoll.cn	Namescout	3/17/2010
mytwindoll.info	Domainmonger	9/13/2009
mytwindoll.jp	Register.com	1/30/2010
mytwindoll.net	Domainmonger	9/12/2009

Domain Name	Registrar	Expiration
mytwindoll.org	Domainmonger	9/12/2009
mytwindoll.us	Domainmonger	9/11/2009
mytwindolls.net	Domainmonger	9/12/2009
mytwinfriend.com	Domainmonger	9/12/2009
mytwinmyworld.com	Domainmonger	6/29/2009
mytwinn.biz	Domainmonger	9/11/2009
mytwinn.ca	Domainmonger	10/9/2009
mytwinn.cn	Namescout	3/17/2010
mytwinn.com	Domainmonger	10/16/2012
my-twinn.com	Domainmonger	9/12/2009
mytwinn.com.mx	Total Registrations	6/8/2010
mytwinn.info	Domainmonger	9/13/2009
mytwinn.net	Domainmonger	9/12/2009
my-twinn.net	Domainmonger	9/12/2009
mytwinn.org	Domainmonger	9/12/2009
mytwinn.us	Domainmonger	9/11/2009
mytwinnbabies.com	Domainmonger	9/12/2009
mytwinnbaby.com	Domainmonger	9/6/2009
mytwinnboys.com	Domainmonger	9/12/2009
mytwinnclub.com	Domainmonger	9/6/2009
mytwinndoll.biz	Domainmonger	9/11/2009
mytwinndoll.cn	Namescout	3/17/2010
mytwinndoll.co.uk	Domainmonger	3/13/2011
mytwinndoll.info	Domainmonger	9/13/2009
mytwinndoll.jp	Register.com	3/13/2010
mytwinndoll.net	Domainmonger	9/12/2009
mytwinndoll.org	Domainmonger	9/12/2009
mytwinndoll.us	Domainmonger	9/11/2009
mytwinndolls.net	Domainmonger	9/12/2009
mytwinnfriend.com	Domainmonger	9/12/2009
mytwinnmyworld.com	Domainmonger	6/29/2009
mytwinnoutlet.com	Domainmonger	9/12/2009
mytwinnpets.com	Domainmonger	7/23/2009
mytwinns.com	Domainmonger	9/12/2009
mytwinns.net	Domainmonger	9/12/2009
mytwinntoddler.com	Domainmonger	12/1/2009
mytwinnworld.com	Domainmonger	8/16/2009
mytwinworld.com	Domainmonger	8/16/2009
personalizeddoll.com	Domainmonger	9/12/2009
poseablepet.com	Domainmonger	9/12/2009
poseablepet.net	Domainmonger	11/28/2009
poseablepets.us	Domainmonger	9/11/2009
twindoll.net	Domainmonger	9/12/2009
twindolls.net	Domainmonger	9/12/2009
twinndoll.com	Domainmonger	9/12/2009
twinndoll.net	Domainmonger	9/12/2009
twinndolls.com	Domainmonger	9/12/2009
twinndolls.net	Domainmonger	9/12/2009
twinns.com	Domainmonger	9/12/2009

Domain Name	Registrar	Expiration
twinns.net	Domainmonger	9/12/2009
twinns.org	Domainmonger	9/12/2009

Other Domain Names

Other Domain Names	Registrar	Expiration
birthdays.com	Domainmonger	3/23/2010
ekid.com	Domainmonger	8/13/2009
ekids.com	Domainmonger	11/18/2009
eparties.com	Domainmonger	10/7/2009
epregnancy.com	Domainmonger	1/24/2010
happybirthdays.com	Domainmonger	4/26/2009
hobbies.com	Domainmonger	11/3/2009
itoys.com	Domainmonger	3/5/2010
parentco.biz	Domainmonger	8/23/2009
parentco.com	Domainmonger	5/10/2010
parentco.net	Domainmonger	8/24/2009
parentco.org	Domainmonger	8/24/2009
parentsco.biz	Domainmonger	8/23/2009
parentsco.com	Domainmonger	8/24/2009
parentsco.net	Domainmonger	8/24/2009
parentsco.org	Domainmonger	8/24/2009
parentscompany.biz	Domainmonger	8/23/2009
parentscompany.com	Domainmonger	8/24/2009
parentscompany.net	Domainmonger	8/24/2009
parentscompany.org	Domainmonger	8/24/2009
theparentcompany.com	Domainmonger	6/21/2009
theparentcorporation.com	Domainmonger	9/26/2009
theparentcorporation.net	Domainmonger	9/26/2009
theparentcorporation.org	Domainmonger	9/26/2009
theparentscompany.biz	Domainmonger	8/23/2009
theparentscompany.com	Domainmonger	8/24/2009
theparentscompany.net	Domainmonger	8/24/2009
theparentscompany.org	Domainmonger	8/24/2009
toys.com	Domainmonger	3/19/2012
toys.org	Domainmonger	3/30/2011
toysearch.com	Domainmonger	3/17/2010
toywizard.com	Domainmonger	12/28/2009
toyz.com	Domainmonger	3/17/2010

SCHEDULE 2.1(b)
PURCHASED CUSTOMER DATA

The Purchased Customer Data includes:

1. the database(s) of information regarding customers of the Business (including customers transacting business with Sellers through the Purchased Domain Names and the kbtoys.com and related ecommerce websites) and all associated database structures; and

2. all information included in such database(s), including customer names, mailing addresses, e-mail addresses, telephone numbers, credit card information, page view and purchasing history and gift registry information.

The Purchased Customer Data excludes information regarding customers who are exclusively customers of the business conducted by PoshTots, Inc. and the ecommerce website(s) associated exclusively with such business and not included among the Purchased Domain Names.

Sellers shall deliver to Buyer the Purchased Customer Data in electronic form in industry standard formats and accompanied by identifying information, all as reasonably specified by Buyer. At its option, Buyer may require Sellers to deliver some or all of the Purchased Customer Data by electronic transfer in a manner reasonably specified by Buyer.

SCHEDULE 5.8
FINANCIAL ADVISORS

For Sellers:

Oppenheimer & Co. Inc.
Media & Entertainment Investment Banking
300 Madison Avenue, 4th Floor
New York, NY 10017

For Buyer:

None

SCHEDULE 5.9
LITIGATION AND DISPUTES

None.

EXHIBIT C

CERTIFICATE OF THE ASSISTANT SECRETARY OF EAGLE, LLC

EAGLE, LLC

ASSISTANT SECRETARY'S CERTIFICATE

I, Biana Fuks, hereby certify that I am a duly elected, qualified and acting Assistant Secretary of Eagle, LLC, a Delaware limited liability company (the "Company") and am authorized to execute this Certificate on behalf of the Company.

Solely in my capacity as Assistant Secretary, I certify on behalf of the Company that:

by such authority of the sole member of the Company, Jonathan Korn, Esq. or such other designee from Blank Rome, LLP ("Authorized Agent"), has been appointed to serve as the Company's authorized agent, to purchase certain assets designated by the Company at the February 2009 bankruptcy auction of The Parent Company (the "Bankruptcy Assets"). The Authorized Agent is permitted to participate in the bidding process for the Bankruptcy Assets including making the initial bid on behalf of the Company for $1,000,0000 and subsequently purchasing the Bankruptcy Assets for an amount designated by the Company.

IN WITNESS WHEREOF, the undersigned Assistant Secretary of the Company has executed this Certificate to be effective as of the date of the signature hereto, as indicated below.

Eagle, LLC

By: Biana Fuks

Name: Biana Fuks

Title: Assistant Secretary

Date signed: 02/02/09

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