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*Co-Counsel to the Debtors and Debtors in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT  
 FOR THE EASTERN DISTRICT OF VIRGINIA  
 RICHMOND DIVISION**

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In re:	)	
	)	Chapter 11
	)	
TOYS “R” US, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 17-34665 (KLP)
	)	
Debtors.	)	(Jointly Administered)
	)	

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**ORDER (I) ESTABLISHING  
 BIDDING PROCEDURES FOR THE SALE OF  
 THE DEBTORS’ U.S. INTELLECTUAL PROPERTY ASSETS,  
 INCLUDING THE U.S. E-COMMERCE ASSETS, (II) APPROVING THE  
 SALE OF THE U.S. INTELLECTUAL PROPERTY ASSETS, INCLUDING  
 THE U.S. E-COMMERCE ASSETS, AND (III) GRANTING RELATED RELIEF**

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are set forth in the *Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 78]. The location of the Debtors’ service address is One Geoffrey Way, Wayne, New Jersey 07470.

Upon the motion (the “Motion”)<sup>2</sup> of Toys “R” Us - Delaware Inc. (“Toys Delaware”) and Geoffrey LLC (“Geoffrey,” and together with Toys Delaware, the “Selling Debtors,” and each a “Selling Debtor”), two of the above-captioned debtors and debtors in possession (collectively and including the Selling Debtors, the “Debtors”), for entry of an order (this “Order”), (a) approving the proposed sale and related bidding procedures, attached hereto as **Exhibit 1** (the “U.S. Intellectual Property Bidding Procedures”), by which the Selling Debtors will solicit and select the highest or otherwise best offer(s) for the sale, or sales (the “U.S. Intellectual Property Sales”), of the Selling Debtors’ U.S. Intellectual Property Assets; (b) approving the form and manner of notice of the U.S. Intellectual Property Auction and U.S. Intellectual Property Sale Hearing attached hereto as **Exhibit 2** (the “U.S. Intellectual Property Auction and Hearing Notice”); (c) approving the procedures for the assumption and assignment of executory contracts (the “Assumption and Assignment Procedures”), including the notice of proposed cure amounts, attached hereto as **Exhibit 3** (the “Assumption and Assignment Notice”); (d) scheduling an auction or auctions to sell the assets detailed in the U.S. Intellectual Property Bidding Procedures (the “U.S. Intellectual Property Auction”) and a hearing to approve the sale (the “U.S. Intellectual Property Sale Hearing”); and (f) granting related relief, it is HEREBY ORDERED THAT:

1. The Motion is granted as provided herein.
2. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to this Court at the hearing on the Motion or by stipulation filed with this Court, are overruled.

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

**I. Important Dates and Deadlines.**

3. The following dates and deadlines are hereby approved (and may be adjourned from time to time by the Debtors in consultation with the Consultation Parties).

4. **Stalking Horse Deadline: May 25, 2018, at 5:00 p.m., prevailing Eastern Time,** until two days prior to the Auction, is the period during which the Selling Debtors may choose a Stalking Horse Bidder or Stalking Horse Bidders.

5. **Bid Deadline: June 15, 2018, at 5:00 p.m., prevailing Eastern Time,** is the deadline by which all bids must be actually received pursuant to the U.S. Intellectual Property Bidding Procedures.

6. **Notice of Qualified Bid Deadline: June 18, 2018,** is the date by which the Selling Debtors shall notify the Bidders whether their bids are Qualified Bids.

7. **U.S. Intellectual Property Auction: June 18, 2018 at 10:00 a.m., prevailing Eastern Time,** is the date and time by which the U.S. Intellectual Property Auction, if needed, will be held at the offices of Kirkland & Ellis LLP, located at: 601 Lexington Avenue, New York, NY 10022. The Selling Debtors shall send written notice of the date, time, and place of the U.S. Intellectual Property Auction to the Qualified Bidders no later than two business days before such U.S. Intellectual Property Auction, and file a notice of the date, time, and place of the U.S. Intellectual Property Auction with the Court no later than two business days before such U.S. Intellectual Property Auction and post such notice on the Debtors' Case Website: <http://www.cases.primeclerk.com/toysrus>. The Selling Debtors may modify, in consultation with the Consultation Parties, the date, time, and place of the U.S. Intellectual Property Auction by providing written notice to Qualified Bidders and filing a notice with the Court.

8. **Post-Auction Notice**: if applicable, as soon as reasonably practicable after the conclusion of the U.S. Intellectual Property Auction, but no later than the date that is three business days following the U.S. Intellectual Property Auction, as the date by which the Debtors must file the Post-Auction Notice (as defined herein).

9. **Sale Objection Deadline**: if applicable, **June 13, 2018, at 5:00 p.m, prevailing Eastern Time**, is the deadline to object to the U.S. Intellectual Property Sale.

10. **Assumption Objection Deadline**: if applicable, **June 13, 2018, at 5:00 p.m, prevailing Eastern Time**, is the deadline to object to the proposed assumption and assignment and/or to the Successful Bidder's proposed form of adequate assurance of future performance.

11. **Hearing to Designate Successful Bidder**: **June 20, 2018**, as the date by which the Selling Debtors shall seek approval from this Court to designate the Successful Bidders in connection with the U.S. Intellectual Property Sales.

## **II. Auction and Bidding Procedures.**

12. The U.S. Intellectual Property Bidding Procedures, attached as **Exhibit 1** hereto, are incorporated herein and are hereby approved in their entirety, and the U.S. Intellectual Property Bidding Procedures shall govern the submission, receipt, and analysis of all bids related to any U.S. Intellectual Property Sales. Any party desiring to submit a bid shall comply with the U.S. Intellectual Property Bidding Procedures and this Order. The Debtors are authorized to take any and all actions necessary to implement the Bidding Procedures. For the avoidance of doubt, in the event of a conflict between one Debtor and another Debtor with respect to any aspect of the U.S. Intellectual Property Bidding Procedures, the U.S. Intellectual Property Auction and/or the U.S.

Intellectual Property Auction, all decisions with respect to any such conflict will be determined by the Disinterested Directors of the applicable Debtor.

13. The Selling Debtors may, in consultation with the Consultation Parties, choose to delay or cancel the U.S. Intellectual Property Auction and (a) not sell any U.S. Intellectual Property Assets or (b) seek the sale of U.S. Intellectual Property Assets to any party by separate motion.

14. If the Selling Debtors receive two or more Qualified Bids, the Selling Debtors may conduct the U.S. Intellectual Property Auction in accordance with the U.S. Intellectual Property Bidding Procedures. At the U.S. Intellectual Property Auction, each Qualified Bidder will be entitled, but will not be obligated, to submit overbids and will be entitled in any such overbids to credit bid all or a portion of the value of the secured portion of its claims, if any, within the meaning of section 363(k) of the Bankruptcy Code.

15. At or following the U.S. Intellectual Property Auction, the Selling Debtors may, in consultation with the Consultation Parties: (a) select, in its business judgment, pursuant to the U.S. Intellectual Property Bidding Procedures, (i) the highest or otherwise best bid as the Successful Bidder and (ii) the second highest or otherwise second-best bid as the Backup Bidder; and (b) reject any bid (regardless of whether such bid is a Qualified Bid) that, in such Debtor's business judgment, is (i) inadequate, insufficient, or not the highest or best bid, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bankruptcy Rules, or the Bidding Procedures, or (iii) contrary to, or otherwise not in the best interests of the Debtors' estates, affected stakeholders, or other parties in interest, in each case subject to and in accordance with the U.S. Intellectual Property Bidding Procedures. For the avoidance of doubt, no Selling Debtor is required to name a Successful Bidder for the U.S. Intellectual Property Assets (or part thereof) and may elect (in

consultation with the Consultation Parties) to not sell such asset to the highest, otherwise best, or any bidder.

16. In the event the Successful Bidder does not close for the U.S. Intellectual Property Assets (or part thereof), the Selling Debtors shall promptly file a supplemental notice seeking to approve the sale to the Backup Bidder, if applicable, on expedited notice and a hearing.

17. Notwithstanding anything to the contrary in this Order, Debtors Toys “R” Us Europe, LLC, TRU Taj Holdings 1, LLC, TRU Taj Holdings 2, Limited, TRU Taj Holdings 3, LLC, TRU Taj LLC, TRU Taj (Europe) Holdings, LLC, TRU Taj Asia, LLC, and Tru Taj Finance, Inc. shall not be authorized to make any payments under this Order, including any payments in respect of the Bid Protections.

### **III. U.S. Intellectual Property Auction and Hearing Notice.**

18. The U.S. Intellectual Property Auction and Hearing Notice, attached as **Exhibit 2** hereto, is approved. Within three business days of the entry of the U.S. Intellectual Property Bidding Procedures Order or as soon thereafter as reasonably practicable, the Selling Debtors shall cause the U.S. Intellectual Property Auction and Hearing Notice to be served upon the Notice Parties. The U.S. Intellectual Property Auction and Hearing Notice will indicate that copies of this Motion and any future sale documents, if applicable, can be obtained on the Case Website.

19. Within seven business days after entry of the U.S. Intellectual Property Bidding Procedures Order, or as soon as practicable thereafter, the Debtors shall place a publication version of the U.S. Intellectual Property Auction and Hearing Notice for one day in the *USA Today (National Edition)* and the *Richmond Times-Dispatch*, and post it onto the Case Website. Such notice shall be deemed sufficient and proper notice of the U.S. Intellectual Property Sales with respect to known interested parties.

20. As soon as reasonably practicable after the conclusion of the U.S. Intellectual Property Auction, but no later than three business days following the U.S. Intellectual Property Auction, the Debtors will file on the docket, but not serve on any party other than the parties listed in Paragraph 22, a notice identifying the Successful Bidder(s), identifying the applicable Backup Bidder(s), U.S. Intellectual Property Assets, the key terms of the agreement, and any Expense Reimbursement and/or Breakup Fee proposed to be paid (the “Post-Auction Notice”), substantially in the form attached to this Order as **Exhibit 4**.

21. The Selling Debtors shall seek approval of any Bid Protections at the U.S. Intellectual Property Sale Hearing, *provided*, that, for the avoidance of doubt, the amount of the Breakup Fee shall not exceed three percent (3%) of any proposed Stalking Horse Bidder purchase price; *provided further*, that the Selling Debtors will only select one Stalking Horse Bidder per U.S. Intellectual Property Asset, regardless of whether such asset is part of a single or group bid; *provided further*, that the Selling Debtors will provide Expense Reimbursements only to the Stalking Horse Bidder and such expenses must be reasonable, documented, and subject to review by the Selling Debtors and the parties listed in paragraph 22, who shall have the right to review upon 14-days’ notice and shall have the right to raise objections during that time to be heard at the U.S. Intellectual Property Sale Hearing.

22. Parties objecting to approval of the proposed U.S. Intellectual Property Sale and/or the Bid Protections as set forth in the Post-Auction Notice must file a written objection (each, a “Sale Objection”) so that such Sale Objection is filed with the Court and served so as to be **actually received** by **June 13, 2018, at 5:00 p.m. (prevailing Eastern Time)** and serve such Sale Objection on: (a) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C., and Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago,

Illinois 60654, Attn: Chad Husnick, P.C. and Emily Geier, and Kutak Rock LLP, 901 East Byrd Street, Suite 1000, Richmond, Virginia 23218, Attn: Michael A. Condyles, Peter J. Barrett, and Jeremy S. Williams, co-counsel to the Debtors; (b) the Office of the United States Trustee for the Eastern District of Virginia, Attn: Robert B. Van Arsdale and Lynn A. Kohen; (c) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, Attn: Adam C. Rogoff, Esq. and Rachael Ringer, Esq., counsel to the Official Committee of Unsecured Creditors; (d) Davis, Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 11017, Attn: Marshall Huebner and Kenneth Steinberg, counsel to the DIP ABL Agent; (e) if the applicable Debtor Contract counterparty is an obligor on the Taj Notes, then to (1) Kilpatrick Townsend & Stockton LLP, Attn: Todd Meyers, Esq., 1100 Peachtree Street NE Suite 2800, Atlanta, Georgia 30309, counsel to the Taj DIP Notes Trustee; (2) counsel to the Taj Notes Trustee; and (3) Paul, Weiss, Rifkind, Wharton & Garrison, LLP, 1285 Avenue of the Americas, New York, New York 10019-6064, Attn: Brian S. Hermann, Samuel E. Lovett, and Kellie A. Cairns, counsel to the Ad Hoc Group of Taj Noteholders; (f) Wachtell, Lipton, Rosen, and Katz, 51 West 52nd Street, New York, New York 10019, Attn: Joshua A. Feltman, counsel to the DIP Delaware Term Loan Agent; (g) Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, New York 10038, Attn: Kristopher Hansen and Jonathan Canfield, counsel to the group of DIP FILO Lenders; (h) Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006, Attn: James L. Bromley and Luke A. Barefoot, counsel to Geoffrey; and (i) Katten Muchin Rosenman LLP, 575 Madison Avenue, New York, New York 10022, Attn: Steven J. Reisman and Shaya Rochester, counsel to Toys Delaware.



**IV. Assumption and Assignment Procedures.**

23. The Assumption and Assignment Procedures below are hereby approved and shall be the procedures by which the Selling Debtors will notify counterparties (the “Assumed Contract Counterparties”) to executory contracts and unexpired leases (the “Contracts”) of proposed cure amounts in the event the Selling Debtors determine to assume and assign such contracts or leases in connection with a sale, liquidation, or other disposition.

24. On a date no later than seven days prior to the U.S. Intellectual Property Sale Hearing, the Selling Debtors shall file with the Court a notice in the form included in the Assumption and Assignment Procedures attached hereto as **Exhibit 3** (the “U.S. Intellectual Property Assumption and Assignment Notice”) to assume one or more Contracts pursuant to section 365 of the Bankruptcy Code, which shall set forth, among other things: (i) the Contract or Contracts to be assumed; (ii) the names and addresses of the counterparties to such Contracts; (iii) the identity of the proposed assignee of such Contracts (the “Assignee”), if applicable; (iv) the effective date of the assumption for each such Contract (the “Assumption Date”); (v) the proposed cure amount (the “Cure Costs”), if any for each such Contract; and (vi) the deadlines and procedures for filing objections to the Assumption and Assignment Notice (as set forth below). For the avoidance of doubt, the proposed assumed Contracts shall not include license agreements governing the use of the U.S. Trademark Assets.

25. The Selling Debtors will cause the U.S. Intellectual Property Assumption and Assignment Notice to be served (i) by overnight delivery service upon the Contract counterparties affected by the U.S. Intellectual Property Assumption and Assignment Notice at the address set forth in the notice provision of the applicable Contract (and their counsel, if known) and (ii) by first class mail, email, or fax upon the Notice Parties.

26. Parties objecting to a proposed assumption and assignment and/or to a Successful Bidder's proposed form of adequate assurance of future performance must file a written objection (each, an "Assumption Objection") so that such Assumption Objection is filed with the Court and **actually received by June 13, 2018, at 5:00 p.m. prevailing Eastern Time** and serve such Assumption Objection on: (a) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C., and Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn: Chad Husnick, P.C. and Emily Geier, and Kutak Rock LLP, 901 East Byrd Street, Suite 1000, Richmond, Virginia 23218, Attn: Michael A. Condyles, Peter J. Barrett, and Jeremy S. Williams, co-counsel to the Debtors; (b) the Office of the United States Trustee for the Eastern District of Virginia, Attn: Robert B. Van Arsdale and Lynn A. Kohen; (c) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, Attn: Adam C. Rogoff, Esq. and Rachael Ringer, Esq., counsel to the Official Committee of Unsecured Creditors; (d) Davis, Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 11017, Attn: Marshall Huebner and Kenneth Steinberg, counsel to the DIP ABL Agent; (e) if the applicable Debtor Contract counterparty is an obligor on the Taj Notes, then to (1) Kilpatrick Townsend & Stockton LLP, Attn: Todd Meyers, Esq., 1100 Peachtree Street NE Suite 2800, Atlanta, Georgia 30309, counsel to the Taj DIP Notes Trustee; (2) counsel to the Taj Notes Trustee; and (3) Paul, Weiss, Rifkind, Wharton & Garrison, LLP, 1285 Avenue of the Americas, New York, New York 10019-6064, Attn: Brian S. Hermann, Samuel E. Lovett, and Kellie A. Cairns, counsel to the Ad Hoc Group of Taj Noteholders; (f) Wachtell, Lipton, Rosen, and Katz, 51 West 52nd Street, New York, New York 10019, Attn: Joshua A. Feltman, counsel to the DIP Delaware Term Loan Agent; (g) Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, New York 10038, Attn: Kristopher Hansen and Jonathan Canfield, counsel to the group of DIP

FILO Lenders; (h) Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006, Attn: James L. Bromley and Luke A. Barefoot, counsel to Geoffrey; and (i) Katten Muchin Rosenman LLP, 575 Madison Avenue, New York, New York 10022, Attn: Steven J. Reisman and Shaya Rochester, counsel to Toys Delaware.

27. If an objection to the Selling Debtors' proposed Cure Costs is timely filed and not withdrawn or resolved by the U.S. Intellectual Property Sale Hearing, such cure objections will not be heard at the U.S. Intellectual Property Sale Hearing but will be heard at a subsequent hearing later set by the Court, *provided, however*, if there is a material cure dispute, such dispute may be heard at the U.S. Intellectual Property Sale Hearing if the Selling Debtors file a notice and contact the applicable Contract Counterparty within 5 days of the U.S. Intellectual Property Sale Hearing. Notwithstanding the foregoing, the Selling Debtors shall proceed with the assumption and assignment of a particular Contract at the U.S. Intellectual Property Sale Hearing, and the pendency of a dispute relating to Cure Costs shall not prevent or delay the assumption and assignment of a Contract to the applicable Successful Bidder. Any dispute regarding the Cure Costs will either be resolved consensually, if possible or, if the parties are unable to resolve, at a later date as set by the Court pursuant to this paragraph. To the extent an objection relates solely to a disputed Cure Cost, the Court may approve the assumption and assignment subject to (a) the Contract Counterparty's right to be heard at a later hearing date on the cure and (b) the below requirements regarding payment of the cure amount. The Selling Debtors shall file and serve a notice for a hearing for the Court to consider the unresolved cure objection(s) at the next scheduled omnibus hearing which shall be set at least twenty (20) calendar days after the U.S. Intellectual Property Sale Hearing but no later than thirty (30) days, unless the Selling Debtors and the objecting parties agree to an earlier hearing and subject to the Court's schedule. Upon the effective

date of the assumption and assignment of the Contract, the Successful Bidder shall pay all undisputed Cure Costs (excepting any undisputed amounts already paid) pending resolution of the dispute, and any disputed Cure Costs shall be reserved pending the subsequent hearing to resolve same.

28. If no objection to the assumption of any Contract is timely filed, each Contract shall be assumed as of the Assumption Date set forth in the applicable U.S. Intellectual Property Assumption and Assignment Procedures or such other date as the Selling Debtors and the counterparty or counterparties to such Contract(s) agree and the proposed cure amount shall be binding on all counterparties to such Contract and no amount in excess thereof shall be paid for cure purposes.

29. If the Assumed Contract Counterparty does not file and serve an Assumption Objection or supplemental Assumption Objection in a manner that is consistent with the requirements set forth herein, or absent a subsequent order of the Court in connection with such objection establishing an alternative Cure Cost or an agreement between the Selling Debtors and the Assumed Contract Counterparty resolving such objection, (a) the Cure Costs, if any, set forth in the U.S. Intellectual Property Assumption and Assignment Notice (or supplemental U.S. Intellectual Property Assumption and Assignment Notice) shall be controlling, notwithstanding anything to the contrary in any Assumed Contract or any other document, and (b) the Assumed Contract Counterparty will be deemed to have consented to the assumption and assignment of the Assumed Contract and the Cure Costs, if any, and will be forever barred from asserting any other claims related to such Assumed Contract against the Selling Debtors or the Successful Bidder, or the property of any of them.

30. The inclusion of an Assumed Contract on the U.S. Intellectual Property Assumption and Assignment Notice will not: (a) obligate the Selling Debtors to assume any Assumed Contract listed thereon or the Successful Bidder to take assignment of such Assumed Contract; or (b) constitute any admission or agreement of the Selling Debtors that such Assumed Contract is an executory contract. Only those Assumed Contracts that are included on a schedule of assumed and acquired contracts attached to a final asset purchase agreement with a Successful Bidder (including amendments or modifications to such schedules in accordance with such asset purchase agreement) will be assumed and assigned to the applicable Successful Bidder. No Assumed Contract shall be assumed absent closing on the assignment thereof to the applicable Successful Bidder.

31. For the avoidance of doubt, all provisions of the applicable assigned Contract, including any provision limiting future assignment, shall be binding on the applicable Assignee after consummation of the assignment of such Contract by the Selling Debtors to the Assignee.

**V. Miscellaneous.**

32. To the extent this Court authorizes the sale of any U.S. Intellectual Property Asset pursuant to the U.S. Intellectual Property Bidding Procedures free and clear of any interest (including, but not limited to, any liens, security interests, or encumbrances) in such U.S. Intellectual Property Asset pursuant to section 363(f) of the Bankruptcy Code, such interest shall attach to the proceeds of the sale of such U.S. Intellectual Property Asset, with any payment on account of such liens, claims, interests, and encumbrances subject to further order of this Court.

33. Except as otherwise set forth in the U.S. Intellectual Property Bidding Procedures, any right of first refusal over the sale of any U.S. Intellectual Property Asset shall be unenforceable pursuant to section 365(f) of the Bankruptcy Code.

34. The failure to include or reference a particular provision of the U.S. Intellectual Property Bidding Procedures in this Order shall not diminish or impair the effectiveness or enforceability of such a provision in the U.S. Intellectual Property Bidding Procedures.

35. The Selling Debtors shall properly file reports of sale for all U.S. Intellectual Property Assets pursuant to the U.S. Intellectual Property Bidding Procedures.

36. The Selling Debtors are authorized to establish an escrow account to accept deposits from Qualified Bidders and may pay any reasonable fees related to such account. Any deposits made by Qualified Bidders into the Escrow Account shall not be property of the Selling Debtors.

37. In the event of any inconsistencies between this Order and the Motion, this Order shall govern. In the event of any inconsistencies between this Order and the U.S. Intellectual Property Bidding Procedures, the U.S. Intellectual Property Bidding Procedures shall govern.

38. Nothing in this Order or in the Bidding Procedures shall apply to the Debtor Toys “R” Us (Canada) Ltd. Toys “R” Us (Canada) Ltee (“Toys Canada”), which shall be permitted to take such actions with respect to the subject matter of this Order as may be authorized pursuant to the Companies’ Creditors Arrangement Act (Canada) (the “CCAA”), the Initial Order or any other Order of the Ontario Superior Court of Justice (Commercial List) in the CCAA proceedings in respect of Toys Canada.

39. Except for any Coexistence Agreements that may be entered into, nothing in this Order shall modify the terms or obligations under agreements associated with the Other Intellectual Property Assets, including, but not limited to, the terms of Geoffrey’s intercompany or third-party licensing agreements with respect to, or covering, any non-U.S. jurisdiction.

40. Notwithstanding anything to the contrary in this order, nothing in this order affects Synchrony Bank's right to continue using the Debtors' trademarks and trade names in connection with contractually permitted uses.

41. The United States Trustee shall appoint a consumer privacy ombudsman in accordance with the requirements of section 332 of the Bankruptcy Code on or before May 29, 2018. The consumer privacy ombudsman shall file a preliminary report on or before June 13, 2018 and shall file a final report by June 19, 2018 at 12:00 p.m. prevailing Eastern Time. The Debtors and the consumer privacy ombudsman may agree to modify these dates without further order of the Court.

42. The requirement under Local Bankruptcy Rule 9013-1(b) to file a memorandum of law in connection with the Motion is waived.

43. The requirement under Local Bankruptcy Rule 6004-2(B) to submit objections at least seven (7) days prior to a proposed sale of assets outside the ordinary course of business is waived.

44. Notice of the Motion as provided therein shall be deemed good and sufficient notice as to such Motion and the requirements of the Bankruptcy Rules and the Local Bankruptcy Rules for the Eastern District of Virginia are satisfied by such notice.

45. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

46. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

47. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Order.

May 24 2018

Dated: \_\_\_\_\_, 2018  
Richmond, Virginia

**/s/ Keith L. Phillips**

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THE HONORABLE KEITH L. PHILLIPS  
UNITED STATES BANKRUPTCY JUDGE

Entered on Docket: May 24 2018



WE ASK FOR THIS:

/s/ Jeremy S. Williams

Michael A. Condyles (VA 27807)  
Peter J. Barrett (VA 46179)  
Jeremy S. Williams (VA 77469)  
**KUTAK ROCK LLP**  
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*Co-Counsel to the Debtors and Debtors in Possession*

**CERTIFICATION OF ENDORSEMENT**  
**UNDER LOCAL BANKRUPTCY RULE 9022-1(C)**

Pursuant to Local Bankruptcy Rule 9022-1(C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Jeremy S. Williams

**Exhibit 1**

**Proposed U.S. Intellectual Property Bidding Procedures**

Edward O. Sassower, P.C.  
 Joshua A. Sussberg, P.C. (admitted *pro hac vice*)  
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**BIDDING PROCEDURES FOR THE SALE  
 OF THE DEBTORS’ U.S. INTELLECTUAL PROPERTY ASSETS**

On [●], 2018 the United States Bankruptcy Court for the Eastern District of Virginia (the “Court”) entered the *Order (I) Establishing Bidding Procedures for the Sale of the Debtors’ U.S. Intellectual Property Assets, Including the U.S. E-Commerce Assets, (II) Approving the Sale of the U.S. Intellectual Property Assets, Including the U.S. E-Commerce Assets, and (III) Granting Related Relief* (the “U.S. Intellectual Property Bidding Procedures Order”),<sup>2</sup> by which the Court

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are set forth in the *Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 78]. The location of the Debtors’ service address is One Geoffrey Way, Wayne, New Jersey 07470.

<sup>2</sup> All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the U.S. Intellectual Property Bidding Procedures Order or the *Selling Debtors’ Motion for Entry of an Order (I) Establishing Bidding Procedures for the Sale of the Debtors’ U.S. Intellectual Property Assets, Including the U.S.*

approved the following procedures. These Bidding Procedures set forth the process by which Toys “R” Us - Delaware Inc. (“Toys Delaware”) and Geoffrey LLC (“Geoffrey,” and together with Toys Delaware, the “Selling Debtors,” and each a “Selling Debtor”) are authorized to conduct an auction (the “U.S. Intellectual Property Auction”) for the sale of the U.S. Intellectual Property Assets.

**A. Solicitation Process; Distribution of Bidding Procedures.**

For any sale of the U.S. Intellectual Property Assets in these chapter 11 cases the Selling Debtors, and Consensus Advisory Services LLC and Consensus Securities LLC (collectively, “Consensus”), or any such other agent of the Selling Debtors shall, at the Selling Debtors’ direction, distribute these U.S. Intellectual Property Bidding Procedures to any potential interested bidders. The Selling Debtors, in their sole discretion, subject to consultation with the Consultation Parties (as defined below), may elect to exclude any U.S. Intellectual Property Assets from these U.S. Intellectual Property Bidding Procedures and sell such U.S. Intellectual Property Assets at either a private or public sale, subject to Bankruptcy Court approval or any alternative sale method. Furthermore, the Selling Debtors, in consultation with the Consultation Parties, may determine in their sole discretion whether to proceed with a sale of any U.S. Intellectual Property Asset pursuant to these U.S. Intellectual Property Bidding Procedures. For the avoidance of doubt, in the event of a conflict between one Debtor and another Debtor with respect to any aspect of the U.S. Intellectual Property Bidding Procedures, the U.S. Intellectual Property Auction and/or the U.S. Intellectual Property Auction, all decisions with respect to any such conflict will be determined by the Disinterested Directors of the applicable Debtor.

**B. Qualification of Bidders.**

Except as otherwise set forth herein, in order to be considered for status as a Qualified Bidder<sup>3</sup> and to have a Qualified Bid, a bidder must:

- (i) Deliver to Consensus Advisory Services LLC, c/o Michael A. O’Hara, 660 Madison Avenue, Suite 1600, New York, New York 10112, email: mohara@consensusadvisors.com; with copy to (i) the Debtors’ counsel, Kirkland & Ellis LLP, c/o Emily E. Geier and Joshua M. Altman, 300 N. LaSalle Drive, Chicago, IL 60654; email: emily.geier@kirkland.com, josh.altman@kirkland.com; Tel: (312) 862-2200; Fax: (312) 862-2200 and (ii) counsel to the Official Committee of Unsecured Creditors, Kramer Levin Naftalis & Frankel LLP, c/o Adam C. Rogoff, Rachael Ringer, and Nathaniel Allard, 1177 Avenue of the Americas, New York, New York 10036, email: arogoff@kramerlevin.com,

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*E-Commerce Assets, (II) Approving the Sale of the U.S. Intellectual Property Assets, Including the U.S. E-Commerce Assets, and (III) Granting Related Relief (the “Motion”).*

<sup>3</sup> The Selling Debtors’ prepetition term lenders and administrative agent shall have the right to submit a credit bid before the Bid Deadline (defined below) for the U.S. Intellectual Property Assets, in which case, such bid shall be deemed to be a Qualified Bid submitted by a Qualified Bidder, and shall not require submission of a Qualified Bidder Deposit.

ringer@kramerlevin.com, [nallard@kramerlevin.com](mailto:nallard@kramerlevin.com); tel: 212-715-9100; fax: 212-715-8000; so as to be received before 5:00 p.m. (prevailing Eastern time) on June 15, 2018 (the “Bid Deadline”), a written offer to purchase the U.S. Intellectual Property Assets at issue (a “Qualified Bid” and those parties submitting Qualified Bids will be deemed to be “Qualified Bidders”) that:

- (a) Consists of an executed form of the applicable purchase agreement for sale that may not deviate substantially from the terms of the applicable form purchase agreement for sale attached hereto as **Exhibit A**, marked to show any proposed revisions, which are acceptable to the Debtors, that provides for the purchase of the intellectual property being sold (such bidder’s executed purchase agreement, the “Bidder PA”). Any bidder may propose to purchase the U.S. Intellectual Property Assets as a whole, or certain parts thereof. The purchase agreement shall be marked to reflect differences as to the U.S. Intellectual Property Assets proposed to be purchased.
- (b) Is accompanied by a completed bidder registration form, substantially in the form attached hereto as **Exhibit B** (the “Bidder Registration Form”), which must detail which of the U.S. Intellectual Property Assets up for sale the Qualified Bidder proposes to purchase and list an allocation of a portion of the aggregate proposed purchase price to each U.S. Intellectual Property Asset included in its total Bid. A single bidder or group of bidders may purchase all or a portion of the U.S. Intellectual Property Assets. If a bidder or group of bidders submits an offer for a combination of U.S. Intellectual Property Assets, such bidder or group of bidders must (i) indicate if it would be willing to purchase any of such assets if not sold as a group and, if so, (ii) include a schedule indicating the Bid as to any individual or sub-group of assets that such bidder would purchase and the allocation of a portion of the aggregate purchase price for any subgroup to each U.S. Intellectual Property Asset in such subgroup. The Selling Debtors reserve the right to determine, in consultation with the Consultation Parties, whether to auction any assets as part of a group or individually up through and including at the U.S. Intellectual Property Auction or to conduct an U.S. Intellectual Property Auction of any U.S. Intellectual Property Asset both individually and as part of a group in order to determine which option maximizes value of the assets.
- (c) Contains no contingencies to the validity, effectiveness, and/or binding nature of the bid, including without limitation, contingencies for due diligence and inspection (other than as set forth in **Exhibit A**) or financing of any kind.

- (d) Contains documentation acceptable to the Selling Debtors, in consultation with the Consultation Parties, evidencing that the bidder has financial resources sufficient to close the transaction within twenty-one (21) days after the U.S. Intellectual Property Auction which evidence may include, without limitation, evidence of cash on hand, a binding financing commitment from an established and financially sound financial institution or investment fund and the identity of contact persons at the entity issuing such commitment letter.
- (e) Demonstrates, to the Selling Debtors' satisfaction, in consultation with the Consultation Parties, that the bidder has the legal capacity to consummate the transaction it is proposing.
- (f) Includes a statement from the bidder that: (1) it is prepared to enter into and consummate the transactions contemplated in the Bidder PA immediately upon entry by the Bankruptcy Court of an order approving the sale of the U.S. Intellectual Property Assets to such bidder; and (2) the Qualified Bid, if determined to be a Successful Bid (defined below) or Backup Bid (defined below), will then be irrevocable for a period of thirty (30) days after the conclusion of the U.S. Intellectual Property Auction.
- (g) Constitutes a good faith, bona fide offer to purchase the U.S. Intellectual Property Assets.
- (h) Fully discloses the identity of each entity that will be participating in connection with such Bid (including any equity owners or sponsors, if the purchaser is an entity formed for the purpose of consummating the acquisition of the U.S. Intellectual Property Assets), and the complete terms of any such participation, along with sufficient evidence that the bidder is legally empowered, by power of attorney or otherwise, to complete the transactions on the terms contemplated by the parties. A Bid must also fully disclose any connections or agreements with the Selling Debtors, the Stalking Horse Bidder, or any other known, potential, prospective bidder, or Qualified Bidder, or any officer, director, or equity security holder of the Debtors.
- (i) Contains evidence that the bidder has obtained authorization or approval from its board of directors (or a comparable governing body acceptable to

the Selling Debtors) with respect to the submission of its Bid and the consummation of the transactions contemplated in such Bid.

- (j) Is not subject to any termination fee, transaction fee, break-up fee, expense reimbursement, or any similar type of payment or reimbursement. Each bidder presenting a Bid or Bids will bear its own costs and expenses (including legal fees) in connection with the proposed transaction, and by submitting its Bid is agreeing to refrain from and waive any assertion or request for reimbursement on any basis, including under section 503(b) of the Bankruptcy Code.
- (k) Sets forth each regulatory and third-party approval required for the bidder to consummate the applicable U.S. Intellectual Property Sale, if any, and the time period within which the bidder expects to receive such regulatory and third-party approvals (and in the case that receipt of any such regulatory or third-party approval is expected to take more than 30 days following execution and delivery of the asset purchase agreement, those actions the bidder will take to ensure receipt of such approvals as promptly as possible).
- (l) Is reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Successful Bid, within a time frame acceptable to the Selling Debtors in consultation with the Consultation Parties.
- (ii) Contemporaneous with the submission of a Bid, tender an earnest money deposit of ten percent (10.0%) of the proposed purchase price for the sale of the U.S. Intellectual Property Assets (the “Qualified Bidder Deposit”) by cashier’s or certified check or wire transfer of immediately available funds, which deposit shall be held in an escrow account in accordance with the terms of the Bidder PA.<sup>4</sup> A Qualified Bidder Deposit will be refunded only if (a) the bid corresponding to the Qualified Bidder Deposit is rejected; or (b) the bid corresponding with the Qualified Bidder Deposit is not approved by the Bankruptcy Court despite the Qualified Bidders’ reasonable best efforts to obtain such approval. The Selling Debtors reserve the right to hold each Qualified Bidder Deposit until five (5) days after the closing of the sale of the U.S. Intellectual Property Assets, but the Selling Debtors may refund the full Qualified Bidder Deposit any time after the U.S. Intellectual Property Sale Hearing. The provisions of this subparagraph (ii) shall apply to Qualified Bidders and control notwithstanding any conflicting provisions in the

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<sup>4</sup> For the avoidance of doubt, these funds are not property of the Debtors.



Bidder PA. Notwithstanding the foregoing, any Counterparty Bidder may submit a Bid to acquire the Contract to which it is a party without submitting a Qualified Bidder Deposit.

At the U.S. Intellectual Property Auction, each Qualified Bidder will be entitled, but will not be obligated, to submit overbids and will be entitled in any such overbids to credit bid all or a portion of the value of the secured portion of its claims, if any, within the meaning of section 363(k) of the Bankruptcy Code.

Within three (3) business days after the Bid Deadline, the Selling Debtors and their advisors, in consultation with the Consultation Parties, will determine which bidders are Qualified Bidders and will notify the Qualified Bidders whether Bids submitted constitute, alone or together with other Bids, Qualified Bids so as to enable such Qualified Bidders to bid at the U.S. Intellectual Property Auction. Any Bid that is not deemed a Qualified Bid will not be considered by the Selling Debtors. The Stalking Horse Bidder (or Stalking Horse Bidders) will be deemed to be a Qualified Bidder. A Stalking Horse Agreement submitted by a Stalking Horse Bidder will be deemed a Qualified Bid, qualifying the Stalking Horse Bidder as a Qualified Bidder to participate in the U.S. Intellectual Property Auction.

**C. Rejection of “Qualified Bid” Status for Non-Conforming Bids.**

The Selling Debtors shall provide a copy of each bid received by the Selling Debtors on or prior to the Bid Deadline to the Consultation Parties as soon as reasonably practicable after the Selling Debtors receive such bid. The Selling Debtors shall determine, in consultation with the Consultation Parties, which bids qualify as Qualified Bids and which bids shall be rejected as non-confirming bids. The Selling Debtors shall have the sole right to reject bids as non-confirming bids; *provided, however*, the Selling Debtors shall have the right to negotiate with any bidder with respect to clarification of any bid.

**D. Expense Reimbursement, Work Fee, and Breakup Fee.**

Subject to entry of the U.S. Intellectual Property Sale Order, the Selling Debtors shall be further authorized, but not obligated, in an exercise of their business judgment, in consultation with the Consultation Parties and with the consent of the Committee (which consent may not be unreasonably withheld), to (a) select one or more Qualified Bidder(s), to act as a stalking horse bidder (a “Stalking Horse Bidder”) in connection with the sale of certain U.S. Intellectual Property Assets<sup>5</sup> and (b) in connection with any staking horse agreement with a Stalking Horse Bidder, provide for a breakup fee (the “Breakup Fee”), in an amount not to exceed three percent (3%) of

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<sup>5</sup> The Selling Debtors may sell the U.S. Intellectual Property Assets separately, in which case the Selling Debtors, may select one Stalking Horse Bidder for each separate part of the U.S. Intellectual Property Assets being sold.



the proposed purchase price (inclusive of any Expense Reimbursement or Work Fee, each as defined below); *provided, however*, any Breakup Fee will not be binding on the Selling Debtors until entry of the U.S. Intellectual Property Sale Order; *provided further, however*, that no Breakup Fee shall be paid to a credit bidder, insider, or member of the Committee, unless approved by the Court. Any Breakup Fee, Expense Reimbursement, or Work Fee shall be allocated among the U.S. Intellectual Property Assets included in the Stalking Horse Bidder's bid in the same proportion as the allocation of its aggregate purchase price among U.S. Intellectual Property Assets listed on the Stalking Horse Bidder's Bidder Registration Form. The amount of any Expense Reimbursement or Work Fee paid to any Stalking Horse Bidder pursuant to these Bidding Procedures shall be deducted from the Breakup Fee, if payable. Any Breakup Fee, Expense Reimbursement, or Work Fee shall be payable solely from the proceeds of the sale of U.S. Intellectual Property Assets to a Successful Bidder or Successful Bidders.

Subject to entry of the U.S. Intellectual Property Sale Order, the Selling Debtors shall be authorized, but not obligated, after consultation with the Consultation Parties, and with the consent of the Committee, which consent shall not be unreasonably withheld, to close an agreement, if any, to reimburse the reasonable and documented out-of-pocket fees and expenses of one or more Stalking Horse Bidders (each, an "Expense Reimbursement"), and/or agree to pay one or more Stalking Horse Bidders a "work fee" or other similar cash fee (each, a "Work Fee") if the Selling Debtors reasonably determine in their business judgment that any such Expense Reimbursement or Work Fee will encourage one or more parties to submit a Qualified Bid or result in a competitive bidding and U.S. Intellectual Property Auction process. For the avoidance of doubt, the Selling Debtors will provide Expense Reimbursements and/or Work Fees only to the Stalking Horse Bidder and such expenses must be reasonable, documented, and subject to review by the Selling Debtors. The aggregate amount of Expense Reimbursements and Work Fees paid to Stalking Horse Bidders shall not exceed \$500,000. Subject to entry of the U.S. Intellectual Property Sale Order, the Selling Debtors shall be authorized to indefeasibly pay any such amounts to such Stalking Horse Bidders pursuant to section 363(b)(1) of the Bankruptcy Code and any such amounts paid by the Selling Debtors to such Stalking Horse Bidders will not be subject to disgorgement irrespective of whether the Stalking Horse Bidders receiving such reimbursements or payments are ultimately the Successful Bidder as long as such Stalking Horse Bidder acted in good faith.

**E. Due Diligence.**

Any Qualified Bidder may request diligence from the Selling Debtors, and the Selling Debtors may grant or deny the request. The Selling Debtors may require such Qualified Bidder to execute a non-disclosure agreement prior to providing diligence to such Qualified Bidder.

**F. Bid Deadline.**

All Qualified Bids must be submitted to Consensus, with a copy to the Debtors' counsel, Geoffrey's counsel, and the Committee's counsel in accordance with paragraph B (above), so as to be received not later than June 15, 2018 at 5:00 p.m., prevailing Eastern Time.

**G. Terms of Auction.**

In the event that two or more Qualified Bids are submitted in accordance with these Bidding Procedures, the Selling Debtors may<sup>6</sup> conduct an auction sale of the U.S. Intellectual Property Assets (the "U.S. Intellectual Property Auction") on the following terms:

- (i) **Time, Date and Location of Auction; Adjournment of Auction; Appearance of Qualified Bidders at the U.S. Intellectual Property Auction.** The U.S. Intellectual Property Auction will take place at the offices of Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022. The U.S. Intellectual Property Auction will be conducted on June 18, 2018 at 10:00 a.m., prevailing Eastern Time (or such other time as is determined by the Selling Debtors in consultation with the Consultation Parties). The Selling Debtors will send written notice of the date, time, and place of the U.S. Intellectual Property Auction to the Qualified Bidders no later than two business days before such U.S. Intellectual Property Auction, and file a notice of the date, time, and place of the U.S. Intellectual Property Auction with the Court no later than two business days before such U.S. Intellectual Property Auction and post such notice on the Debtors' Case Website: <http://www.cases.primeclerk.com/toysrus>. The Selling Debtors may modify the date, time, and place of the U.S. Intellectual Property Auction, in consultation with the Consultation Parties, by providing written notice to Qualified Bidders and filing a notice with the Court so long as such notice is no later than two days before the U.S. Intellectual Property Auction.
- (ii) **Permitted Attendees at Auction.** Unless otherwise ordered or directed by the Bankruptcy Court, only representatives of the Selling Debtors, any other parties invited specifically by the Debtors, the Consultation Parties, and any Qualified Bidders (and the professionals for each of the foregoing) shall be entitled to attend the Auction. Any permitted attendee may attend the U.S. Intellectual Property Auction telephonically; *provided* that such permitted attendee must provide actual notice to Consensus that it will make such an appearance at least one day prior to the U.S. Intellectual Property Auction; *provided further* that each Qualified Bidder shall have at least one representative attend the hearing in person.

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<sup>6</sup> The Selling Debtors may, in consultation with the Consultation Parties, choose to delay or cancel the U.S. Intellectual Property Auction and (a) not sell any U.S. Intellectual Property Assets or (b) seek the sale of U.S. Intellectual Property Assets to any party by separate motion.

- (iii) **Auction Bid Submission Procedures.** U.S. Intellectual Property Auction bidding shall be subject to the following procedures:
- (a) For a Qualified Bid to be considered and in order for a Qualified Bidder to further bid at the U.S. Intellectual Property Auction, Qualified Bidders must appear in person at the U.S. Intellectual Property Auction, or through a duly authorized representative, unless alternative arrangements are agreed upon in advance by the Selling Debtors.
  - (b) Only Qualified Bidders shall be entitled to make any subsequent bids at the U.S. Intellectual Property Auction.
  - (c) Bidding will commence with the announcement of the highest and best Qualified Bid with respect to each U.S. Intellectual Property Asset or group thereof, which shall be determined solely by the Selling Debtors, in consultation with the Consultation Parties and with the consent of the Committee (which consent may not be unreasonably withheld). Any Qualified Bidder may then submit successive bids in minimum increments, which will be determined by the Selling Debtors, in consultation with the Consultation Parties (to the extent reasonably practicable), at each U.S. Intellectual Property Auction depending on the total dollar value of the U.S. Intellectual Property Assets being sold (the "Minimum Overbid Amount"). The Minimum Overbid Amount may be different with respect to each asset or group of assets being auctioned, but in all cases shall not exceed 5 percent of the previous bid.
  - (d) If two or more Qualified Bids are received, each such Qualified Bidder shall have the right, subject to the U.S. Intellectual Property Auction continuing, to improve its respective bid prior to or at the U.S. Intellectual Property Auction.
  - (e) Each successive bid submitted by any bidder at the U.S. Intellectual Property Auction must contain an actual cash purchase price that exceeds the then existing highest bid by at least the Minimum Overbid Amount.
  - (f) At commencement of the U.S. Intellectual Property Auction, the Selling Debtors may announce procedural and related rules governing the U.S. Intellectual Property Auction, including time periods available to all Qualified Bidders to submit successive bid(s) in an amount equivalent to at least the Minimum Overbid Amount.

- (iv) **No Collusion.** Each Qualified Bidder participating at the U.S. Intellectual Property Auction will be required to confirm on the record at the U.S. Intellectual Property Auction that (i) it has not engaged in any collusion with respect to the bidding, and (ii) its Qualified Bid is a good-faith *bona fide* offer and it intends to consummate the proposed transaction if selected as the Successful Bidder.
- (v) **Selection of Successful Bid.** The U.S. Intellectual Property Auction shall continue until there is only one bid remaining to purchase a certain portion or all of the U.S. Intellectual Property Assets that the Selling Debtors determine, in consultation with the Consultation Parties, subject to Bankruptcy Court approval, is the highest and/or best Qualified Bid (such bid, the “Successful Bid” and such bidder, the “Successful Bidder”). For the avoidance of doubt, if there are any Qualified Bids for different portions of the U.S. Intellectual Property Assets, there may be multiple Successful Bidders. In making this decision, the following should be considered: the amount of the purchase price, the form of consideration being offered, the contents of the Bidder PA, the likelihood of such Qualified Bidder’s ability to close the transaction, the timing thereof, and the net benefit to the estates. Each Selling Debtor (in consultation with the Consultation Parties) reserves the right to select the Successful Bid, even if it is not the highest bid; *provided* that in the event a Stalking Horse Bidder is selected and is not the Successful Bidder, the aggregate amount of the Successful Bid or Successful Bids must exceed the amount of the Stalking Horse Bid plus the Breakup Fee payable to the Stalking Horse Bidder plus the aggregate amount of Expense Reimbursement or Work Fees paid or payable to the Stalking Horse Bidder. The Selling Debtors (in consultation with the Consultation Parties) reserve the right to not select any Successful Bid or Successful Bidder with respect to any U.S. Intellectual Property Asset or group thereof. The Successful Bidder shall have such rights and responsibilities of the purchaser, as set forth in the Bidder PA. Prior to the U.S. Intellectual Property Sale Hearing, the Successful Bidder shall complete and execute a final and revised Bidder PA, as necessary to conform to the terms of the U.S. Intellectual Property Auction, and all other agreements, contracts, instruments, and other documents evidencing and containing the terms and conditions upon which the Successful Bid was made (such documents collectively, the “Successful Bidder Sale Documents”). The Successful Bid shall be irrevocable for a period of thirty (30) days after the conclusion of the U.S. Intellectual Property Auction.
- (vi) **Selection of Backup Bidder.** The bidder of the second highest and best bid for a portion or all of the U.S. Intellectual Property Assets, as determined by the Selling Debtors, in consultation with the Consultation Parties, may be deemed a backup bidder (such bidder the “Backup Bidder” and such bid the “Backup Bid”). For the avoidance of doubt, if there are Qualifying Bids for different portions of the U.S. Intellectual

Property Assets, there may be multiple Backup Bidders. If a bidder is designated as a Backup Bidder, such Backup Bidder shall be required to complete and execute a purchase agreement in form and substance reasonably acceptable to the Selling Debtors memorializing, among other things, the amount of the Backup Bid (the “Backup Bidder PA”). Upon the failure of the Successful Bidder to timely consummate its purchase of the U.S. Intellectual Property Assets, pursuant to the terms of the Successful Bidder Sale Documents, the Selling Debtors shall promptly file a supplemental notice seeking to approve the sale to the Backup Bidder, if applicable, on expedited notice and a hearing. The Backup Bidder PA shall be irrevocable for a period of thirty (30) days after the conclusion of the U.S. Intellectual Property Auction.

- (vii) **Irrevocability of Bids; Rejection of Bids.** A Qualified Bid must be irrevocable unless and until a higher Bid is accepted and such Qualified Bidder is not selected as the Backup Bidder. Unless determined to be the Successful Bid or Backup Bid, all other Qualified Bids and all other successive bids at the U.S. Intellectual Property Auction shall be deemed rejected at the conclusion of the U.S. Intellectual Property Auction. Notwithstanding the foregoing, all bids shall be deemed rejected 30 days following the U.S. Intellectual Property Auction; *provided, however*, in the event the Successful Bidder does not close for any given U.S. Intellectual Property Asset, and the Selling Debtors promptly file a supplemental notice seeking to approve the sale to the Backup Bidder, if applicable, on expedited notice and a hearing, such bids shall remain irrevocable until the transaction is approved and closed, or rejected by the Court.
- (viii) **Adjournment.** The Selling Debtors reserve the right, in their reasonable business judgment and in consultation with the Consultation Parties, to adjourn the U.S. Intellectual Property Auction one or more times to, among other things: (a) facilitate discussions between the Selling Debtors and Qualified Bidders; (b) allow Qualified Bidders to consider how they wish to proceed; and (c) provide Qualified Bidders the opportunity to provide the Selling Debtors with such additional evidence as the Selling Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, may require that the Qualified Bidder has sufficient internal resources or has received sufficient noncontingent debt and/or equity funding commitments to consummate the proposed transaction at the prevailing amount.
- (ix) **Other Auction Procedures.** The U.S. Intellectual Property Auction will be governed by such other auction procedures as may be announced by the Selling Debtors and their advisors, after consultation with the Consultation Parties, from time to time on the record at the U.S. Intellectual Property Auction; *provided, however*, that such other Auction procedures are (A) not inconsistent with the U.S. Intellectual Property Bidding Procedures Order, the Bankruptcy Code, or any other order of the Bankruptcy Court,



(B) disclosed orally or in writing to all Qualified Bidders, and (C) determined by the Selling Debtors, in consultation with the Consultation Parties and in good faith, to further the goal of attaining the highest or otherwise best offer for the U.S. Intellectual Property Assets.

**H. Sale Hearing.**

The Bankruptcy Court shall hold the U.S. Intellectual Property Sale Hearing on June 20, 2018 (subject to the Court's availability) to approve the U.S. Intellectual Property Sale of the U.S. Intellectual Property Assets, if any. The U.S. Intellectual Property Sale Hearing will be held at the United States Bankruptcy Court for the Eastern District of Virginia. At the U.S. Intellectual Property Sale Hearing, the Selling Debtors will seek entry of an order approving and authorizing the proposed sale to the Successful Bidder(s), if any. The Selling Debtors shall also notify the Bankruptcy Court of the Backup Bidder, if any. The Selling Debtors shall ascertain whether the Successful Bidder and the Backup Bidder are insiders of one or more of the Selling Debtors, whether the sale represents an arm's-length transaction between the parties, made without fraud or collusion, and whether there has been any attempt by either party to take any unfair advantage of the other such that the Successful Bidder or Backup Bidder may be deemed to be purchasing the U.S. Intellectual Property Assets in good faith pursuant to 11 U.S.C. § 363(m). At the U.S. Intellectual Property Sale Hearing, the Selling Debtors shall make a record of these findings with respect to the Successful Bidder and any order approving the U.S. Intellectual Property Sales shall include such findings in order to approve the sale to the Successful Bidder(s), pursuant to 11 U.S.C. § 363(m). The U.S. Intellectual Property Sale Hearing may be adjourned or rescheduled without notice other than by announcement of the adjourned date at the U.S. Intellectual Property Sale Hearing or the Selling Debtors' filing notice of a rescheduled U.S. Intellectual Property Sale Hearing with the Court.

**I. Closing.**

The closing of the sale of the U.S. Intellectual Property Assets, if such sale occurs, will occur no later than June 25, 2018, in accordance with the terms of the Successful Bidder Sale Documents or the purchase agreement of the entity otherwise authorized by the Bankruptcy Court to purchase the U.S. Intellectual Property Assets, as applicable.

**J. Failure of Successful Bidder to Consummate Purchase.**

If the Successful Bidder fails to consummate the purchase of the U.S. Intellectual Property Assets pursuant to the terms of the Successful Bidder Sale Documents, and such failure is the result of the Successful Bidder's breach of, or default or failure to perform under any Successful Bidder Sale Documents or the terms of these Bidding Procedures, or failure of the Successful Bidder to reasonably assist the Selling Debtors in obtaining Court approval of the Successful Bid (such bidder, the "Defaulting Bidder"), such Defaulting Bidder's Qualified Bidder Deposit shall be forfeited to the Selling Debtors as liquidated damages, and the Selling Debtors shall have all rights and remedies available under applicable law.

**K. Disclosures.**

Qualified Bidders shall disclose to the Selling Debtors all communications with other Qualified Bidders following the submission of a Qualified Bid until the sale of the U.S. Intellectual Property Assets is consummated.

**L. Commissions.**

Subject to section D hereof, the Selling Debtors shall be under no obligation to pay commission to any agent or broker, with the exception of Consensus. All commissions, fees, or expenses for agents, other than Consensus, may be paid by bidders at such bidder's discretion. In no case shall any commissions, fees, or expenses be deducted from the proceeds of the sale of the U.S. Intellectual Property Assets or the agreed Successful Bid, subject to section D hereof.

**M. Consultation Parties.**

The term "Consultation Parties" as used in these U.S. Intellectual Property Bidding Procedures shall mean: (i) the official committee of unsecured creditors (the "Committee"); (ii) counsel and financial advisor to the group of term B-4 lenders (the "B-4 Lenders"); and (iii) any disinterested directors of Toys Delaware and Geoffrey (collectively, the "Disinterested Directors"). In the event that any Consultation Party, any member of the Committee, or any affiliate of any of the foregoing participates as a bidder in the U.S. Intellectual Property Auction under these U.S. Intellectual Property Bidding Procedures, any obligation of the Selling Debtors to consult with such bidding party pursuant to these U.S. Intellectual Property Bidding Procedures will be suspended without further action until such party advises the Selling Debtors and the other Consultation Parties that they have irrevocably withdrawn as a potential bidder, at which time such party's consultation privileges will be reinstated. If a member of the Committee submits a Qualifying Bid, counsel and financial advisors to the Committee will continue to have consultation rights as set forth in these U.S. Intellectual Property Bidding Procedures; *provided* that the such advisors shall exclude such member from any discussions of deliberations regarding the sale of the U.S. Intellectual Property Assets and shall not provide any information regarding the sale of the U.S. Intellectual Property Assets to such member.

**N. No Representation; Qualified Bidder's Duty to Review.**

The Debtors are not making and have not at any time made any warranties or representations of any kind or character, express or implied, with respect to the U.S. Intellectual Property Assets, the truth, accuracy, or completeness of any documents related to the U.S. Intellectual Property Assets, or any other information provided by or on behalf of the Debtors to a bidder, or any other matter or thing regarding the U.S. Intellectual Property Assets. All bidders must acknowledge and agree that upon closing the Debtors shall sell and transfer to the Successful Bidder and the Successful Bidder shall accept the U.S. Intellectual Property Assets "AS-IS, WHERE IS, WITH ALL FAULTS," except to the extent expressly provided otherwise in the

Bankruptcy Court's order approving the sale. All bidders must agree that they have not relied on and will not rely on, and the Debtors are not liable for or bound by, any express or implied warranties, guaranties, statements, representations, or information pertaining to the U.S. Intellectual Property Assets or relating thereto (including specifically, without limitation, information regarding the U.S. Intellectual Property Assets distributed with respect to such intellectual property) made or furnished by the Debtors or any agent representing or purporting to represent the Debtors, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in the Bankruptcy Court's order approving the sale.

**O. Reservation of Rights.**

The Selling Debtors reserve their rights to modify these U.S. Intellectual Property Bidding Procedures and all dates contemplated herein in their business judgment, after consultation with the Consultation Parties, with the consent of the Committee, which consent may not be unreasonably withheld (with respect to the modification of any provision that requires the Committee's consent), in any manner that will best promote the goals of these U.S. Intellectual Property Bidding Procedures, or impose, at or prior to the U.S. Intellectual Property Auction, additional customary terms and conditions on U.S. Intellectual Property Sales, including, without limitation: (a) extending the deadlines set forth in these U.S. Intellectual Property Bidding Procedures; (b) adjourning the U.S. Intellectual Property Auction at the U.S. Intellectual Property Sale Hearing; (c) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the U.S. Intellectual Property Auction; (d) canceling the U.S. Intellectual Property Auction; and (e) rejecting any or all Bids or Qualified Bids. Nothing in these U.S. Intellectual Property Bidding Procedures shall abrogate the fiduciary duties of the Debtors.

**P. Consent to Jurisdiction.**

All Qualified Bidders at the U.S. Intellectual Property Auction shall be deemed (i) to have consented to the jurisdiction of the Court and (ii) to have waived any right to a jury trial in connection with any disputes relating to the U.S. Intellectual Property Auction, the construction, and enforcement of these U.S. Intellectual Property Bidding Procedures.

**Q. Return of Qualified Bidder Deposit.**

The Qualified Bidder Deposit of the Successful Bidder shall be applied to the purchase price of such transaction at closing. The Qualified Bidder Deposits for each Qualified Bidder shall be held in one or more escrow accounts on terms acceptable to the Selling Debtors and shall be returned (other than with respect to the Successful Bidder and the Backup Bidder) on the date that is five business days after the close of the U.S. Intellectual Property Sales, or as soon as is reasonably practicable thereafter.

If a Successful Bidder (or Backup Bidder, as applicable) fails to consummate a proposed transaction because of a breach by such Successful Bidder (or Backup Bidder, as applicable), the Qualified Bidder Deposit shall be released to the Selling Debtors and the Selling Debtors shall not have any obligation to return the Qualified Bidder Deposit deposited by such Successful Bidder (or Backup Bidder, as applicable). Such Qualified Bidder Deposit released to the Selling Debtors



may be retained by the Selling Debtors as liquidated damages, in addition to any and all rights, remedies, or causes of action that may be available to the Selling Debtors and their estates.

**R. Fiduciary Out.**

Nothing in these U.S. Intellectual Property Bidding Procedures shall require each Selling Debtor's management or board of directors to take any action, or to refrain from taking any action, with respect to these U.S. Intellectual Property Bidding Procedures, to the extent each Selling Debtor's management or board of directors determines, or based on the advice of counsel, that taking such action, or refraining from taking such action, as applicable, is required to comply with applicable law or its fiduciary obligations under applicable law.

**Exhibit A**

**Form of Purchase Agreement**

**FOR DISCUSSION PURPOSES ONLY**

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**ASSET PURCHASE AGREEMENT**

**DATED AS OF [●], 2018**

**BY AND AMONG**

**[●], AS PURCHASER,**

**AND**

**TOYS “R” US, INC., AS THE COMPANY,**

**AND**

**THE OTHER SELLERS NAMED HEREIN**

---

*This is a draft agreement only, and delivery or discussion of this draft agreement is not, and will not be deemed or construed to be, an offer or commitment with respect to the proposed transaction to which this draft agreement relates. Notwithstanding the delivery of this draft agreement or any other past, present or future written or oral indications of assent, or indications of the result of negotiations or agreements, no party to the proposed transaction (and no person or entity related to any such party) will be under any legal obligation whatsoever unless and until the definitive agreement providing for the transaction has been executed and delivered by all parties thereto.*

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## ASSET PURCHASE AGREEMENT<sup>1</sup>

This ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of [●], 2018, by and among [●], a [●] (“Purchaser”),<sup>2</sup> Toys “R” Us, Inc., a Delaware corporation (the “Company”), and the Subsidiaries of the Company that are indicated on the signature pages attached hereto (together with the Company, each a “Seller” and collectively “Sellers”). Purchaser and Sellers are referred to herein individually as a “Party” and collectively as the “Parties.” Capitalized terms used in herein shall have the meanings set forth herein or in Article XI.

### RECITALS

WHEREAS, on September 18, 2017, the Company and the other Sellers filed voluntary petitions for relief under Chapter 11 of Title 11, United States Code, 11 U.S.C. §§ § 101-1532 (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division (the “Bankruptcy Court”) (Sellers’ Chapter 11 cases jointly administered in respect of such filing, the “Bankruptcy Case”);

WHEREAS, Sellers will continue to manage their properties and operate their businesses as “debtors-in-possession” under the jurisdiction of the Bankruptcy Court and in accordance with the applicable provisions of the Bankruptcy Code;

WHEREAS, Purchaser desires to purchase the Acquired Assets and assume the Assumed Liabilities from Sellers, and Sellers desire to sell, convey, assign and transfer to Purchaser the Acquired Assets together with the Assumed Liabilities, in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, Sections 105, 363, and 365 of the Bankruptcy Code, all on the terms and subject to the conditions set forth in this Agreement and the Sale Order; and

WHEREAS, the Acquired Assets and Assumed Liabilities shall be purchased and assumed by Purchaser pursuant to the Sale Order approving such sale, free and clear of all Encumbrances (other than Permitted Encumbrances), pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure, which Order will include the authorization for the assumption by the applicable Seller and assignment by the applicable Seller to Purchaser of the Assigned Contracts and the Liabilities thereunder in accordance with Section 365 of the Bankruptcy Code, all in the manner and subject to the terms and conditions set forth in this Agreement and the Sale Order and in accordance with other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court (together, the “Bankruptcy Rules”).

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<sup>1</sup> NTD: Subject to ongoing Company, specialist review.

<sup>2</sup> NTD: In the event that Purchaser is a newly formed or undercapitalized entity, Purchaser will be required to provide a guarantee of its obligations under the Purchase Agreement from a creditworthy affiliate. In addition, if Purchaser presents enforceability concerns or regulatory risk (including, e.g., regarding ability to deliver cash to the U.S.), the Purchase Agreement will include further provisions mitigating, or compensating Seller for, such Purchaser risks.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and intending to be legally bound, Purchaser and Sellers hereby agree as follows.

## ARTICLE I

### PURCHASE AND SALE OF THE ACQUIRED ASSETS; ASSUMPTION OF ASSUMED LIABILITIES

1.1 Purchase and Sale of the Acquired Assets. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and on the terms and subject to the conditions set forth herein and in the Sale Order, at the Closing Sellers shall, to the extent permitted by applicable Law, sell, transfer, assign, convey and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Sellers, all of Sellers' right, title and interest in and to the Acquired Assets, free and clear of all Encumbrances other than Permitted Encumbrances. "Acquired Assets" means all of the following assets, properties, interests and rights of Sellers, but excluding in all cases the Excluded Assets:

(a) the U.S. trademark registrations set forth on Schedule 1.1(a), and all common law rights in the U.S. to the trademarks that are the subject of such registrations (the "U.S. Trademark Assets"), together with all goodwill associated therewith, and including the right to sue and collect for past infringement, but subject to Section 6.9;

(b) the Internet domain names toysrus.com and babiesrus.com (the "Primary U.S. Domain Names") and the Internet domain names set forth on Schedule 1.1(b) (together with the Primary U.S. Domain Names, the "U.S. Domain Names");

(c) the content displayed on the websites operated under the Primary U.S. Domain Names (such websites, the "U.S. E-commerce Sites") to the extent such content is not Excluded Content (the "U.S. Content"), and all copyright rights therein;

(d) the software used in (i) the operation of the U.S. E-commerce Sites or (ii) any mobile applications used exclusively in connection with the U.S. E-commerce Sites, in each case to the extent such software is not Excluded Software (the "U.S. Software"), and all copyright and other rights therein;

(e) the following electronic information collected through or used in the operation of the U.S. E-commerce Sites (but solely to the extent related to U.S. customers): (i) gift registries and customer databases, including the internal coding information related to such registries and databases, (ii) customer files, (iii) products history, and (iv) loyalty program and "birthday club" program data (collectively the "U.S. Customer Information"), and all rights therein; and

(f) the Contracts listed on Schedule 1.1(f), in each case, to the extent assignable to Purchaser under applicable Law (the "Assigned Contracts").

1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, in no event shall Sellers be deemed to sell, transfer, assign, convey or deliver and Sellers shall retain,



all right, title and interest to, in and under all assets, properties, interests and rights of each such Seller that are not Acquired Assets (collectively, the “Excluded Assets”), including:

(a) any assets expressly excluded from the definition of Acquired Assets pursuant to Section 1.1;

(b) any registered or common law trademarks, service marks, or trade names in any jurisdiction outside of the U.S.;

(c) any registered or common law trademarks, service marks, or trade names for the private label brands used by the Company or any of its Subsidiaries, including IMAGINARIUM, whether in the U.S. or in any jurisdiction outside of the U.S.;

(d) Ex-U.S. Domain Names;

(e) Excluded Content and all rights therein;

(f) Excluded Software and all rights therein;

(g) Existing Licenses;

(h) all Documents that any Seller is required by Law to retain or is prohibited by Law from providing a copy thereof to Purchaser;

(i) (i) any preference or avoidance claims or actions arising under the Bankruptcy Code, (ii) any other rights, claims, actions, rights of recovery, rights of set-off and rights of recoupment as of the Closing of any Seller not relating to or arising against suppliers, vendors, merchants, manufacturers, or counterparties to any Assigned Contract, in each case, arising out of or relating to events occurring on or prior to the Closing Date and (iii) all claims or actions that any Seller may have against any Person with respect to any other Excluded Assets or any Excluded Liabilities;

(j) Sellers’ financial accounting books and records, corporate charter, minute and stock record books, income tax returns, corporate seal, checkbooks and canceled checks; provided that Purchaser shall have the right to make copies of any portions of such documents relating to the Acquired Assets; and

(k) any Tax refunds, Tax credits, and all other Tax assets arising from or attributable to the Acquired Assets with respect to any period ending on or prior to the Closing Date and the portion ending on the Closing Date of any period that includes the Closing Date.

1.3 Assumption of Certain Liabilities. On the terms and subject to the conditions set forth in this Agreement and the Sale Order, effective as of the Closing, Purchaser shall assume from Sellers (and from and after the Closing pay, perform, discharge or otherwise satisfy in accordance with their respective terms), and Sellers shall irrevocably convey, transfer and assign to Purchaser, the following Liabilities (collectively, the “Assumed Liabilities”):

(a) all Liabilities and obligations of Sellers under the Assigned Contracts that become due from and after the Closing;

(b) all cure costs required to be paid pursuant to Section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts as finally determined by the Bankruptcy Court (the “Cure Costs”);

(c) any Liabilities arising out of the ownership of the Acquired Assets by Purchaser from and after the Closing Date;

(d) all Liabilities relating to amounts required to be paid, or actions to be taken or to be omitted to be taken, by Purchaser under this Agreement;

(e) Transfer Taxes; and

(f) all Liabilities set forth on Schedule 1.3(f).

Notwithstanding the foregoing and for the avoidance of doubt, Assumed Liabilities shall not include any Liability relating to or arising out of any violation of Law by, or any Action against, any Seller or any breach, default or violation by any Seller of or under any Assigned Contracts, other than the Cure Costs.

1.4 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, the Parties expressly acknowledge and agree that Purchaser shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of Sellers, whether existing on the Closing Date or arising thereafter as a result of any act, omission or circumstances taking place prior to the Closing, other than the Assumed Liabilities (all such Liabilities that Purchaser is not assuming being referred to collectively herein as the “Excluded Liabilities”).

#### 1.5 Assumption/Rejection of Certain Contracts.

(a) Assumption and Assignment of Executory Contracts. Sellers shall provide timely and proper written notice of the motion seeking entry of the Sale Order to all parties to any executory Contracts to which any Seller is a party that are Assigned Contracts and take all other actions necessary to cause such Contracts to be assumed by Sellers and assigned to Purchaser pursuant to Section 365 of the Bankruptcy Code to the extent that such Contracts are Assigned Contracts at the Bid Deadline. At the Closing, Sellers shall, pursuant to the Sale Order and the Assignment and Assumption Agreement, assume and assign to Purchaser (the consideration for which is included in the Purchase Price), all Assigned Contracts that may be assigned by any such Seller to Purchaser pursuant to Sections 363 and 365 of the Bankruptcy Code, subject to provision by Purchaser of adequate assurance as may be required under Section 365 of the Bankruptcy Code and payment by Purchaser of the Cure Costs in respect of Assigned Contracts pursuant to and in accordance with Section 365 of the Bankruptcy Code and the Sale Order. At the Closing, Purchaser shall assume, and thereafter in due course and in accordance with its respective terms pay, fully satisfy, discharge and perform all of the obligations under each Assigned Contract pursuant to Section 365 of the Bankruptcy Code.

(b) Non-Assignment. Notwithstanding the foregoing, a Contract shall not be an Assigned Contract hereunder and shall not be assigned to, or assumed by, Purchaser to the extent that such Contract (i) is rejected by a Seller or terminated by a Seller or the other party thereto, or terminates or expires by its terms, on or prior to such time as it is to be assumed by Purchaser as an Assigned Contract hereunder and is not continued or otherwise extended upon assumption or (ii) requires a Consent or Governmental Authorization (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Purchaser of the applicable Seller's rights under such Contract, and such Consent or Governmental Authorization has not been obtained prior to such time as it is to be assumed by Purchaser as an Assigned Contract hereunder. In the event that any Assigned Contract is deemed not to be assigned pursuant to clause (ii) of this Section 1.5(b), the Closing shall nonetheless take place subject to the terms and conditions set forth herein and, thereafter, through the earlier of such time as such Consent or Governmental Authorization is obtained and six (6) months following the Closing (or the remaining term of such Contract, if shorter), Sellers and Purchaser shall (A) use reasonable best efforts to secure such Consent or Governmental Authorization as promptly as practicable after the Closing and (B) cooperate in good faith in any lawful and commercially reasonable arrangement reasonably proposed by Purchaser, including subcontracting, licensing or sublicensing to Purchaser any or all of any Seller's rights and obligations with respect to any such Assigned Contract, under which (1) Purchaser shall obtain (without infringing upon the legal rights of such third party or violating any Law) the economic rights and benefits (net of the amount of any related Tax costs imposed on Sellers or their respective affiliates) under such Assigned Contract with respect to which the Consent and/or Governmental Authorization has not been obtained and (2) Purchaser shall assume any related burden (including the amount of any related Tax benefit obtained by Sellers or their respective affiliates) and obligation (including performance) with respect to such Assigned Contract. Upon satisfying any requisite Consent or Governmental Authorization requirement applicable to such Assigned Contract after the Closing, such Assigned Contract shall promptly be transferred and assigned to Purchaser in accordance with the terms of this Agreement.

1.6 License to Shared Content and Shared Software. Effective as of the Closing and only if the Closing occurs, Sellers hereby grant to Purchaser a non-exclusive, perpetual, irrevocable, fully-paid and royalty-free license (with the right to grant sublicenses) to use the Shared Content and Shared Software in connection with the sale of goods or services within the U.S. Purchaser shall not use, and shall prohibit its sublicensees from using, the Shared Content or Shared Software for any purpose other than as permitted by the foregoing license.

## ARTICLE II

### CONSIDERATION; PAYMENT; CLOSING

#### 2.1 Consideration; Payment.

(a) The aggregate consideration (the "Purchase Price") to be paid by Purchaser for the purchase of the Acquired Assets shall be: (i) the assumption of Assumed Liabilities and (ii) a cash payment of \$[●] (the "Cash Payment").

(b) At the Closing, Purchaser shall deliver, or cause to be delivered, to the Company the Cash Payment less the Deposit (the “Closing Date Payment”). The Closing Date Payment and any payment required to be made pursuant to any other provision hereof shall be made in cash by wire transfer of immediately available funds to such bank account as shall be designated in writing by the applicable Party at least two (2) Business Days prior to the date such payment is to be made.

## 2.2 Deposit.

(a) Purchaser has made an earnest money deposit (the “Deposit”) into escrow with [●] in an amount in cash equal to 10% of the Cash Payment by wire transfer of immediately available funds. The Deposit shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any Seller or Purchaser and shall be applied against payment of the Purchase Price on the Closing Date.

(b) If this Agreement is terminated by the Company pursuant to Section 8.1(e) or 8.1(g) (or by Purchaser pursuant to Section 8.1(b), 8.1(c) or 8.1(d), in each case, in circumstances where the Company would be entitled to terminate this Agreement pursuant to Section 8.1(e) or 8.1(g)), then the Company shall retain the Deposit.

(c) If this Agreement is terminated by any Party, other than as contemplated by Section 2.2(b), then the Deposit shall be returned to Purchaser within five (5) Business Days after such termination.

(d) In the event the Deposit becomes payable to Purchaser or the Company pursuant to Section 2.2(b) or 2.2(c), the Deposit will be disbursed to Purchaser or the Company, as applicable, by wire transfer of immediately available funds to an account designated by Purchaser or the Company, as applicable. The Parties agree that the Company’s right to retain the Deposit, as set forth herein, is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate Sellers for their respective efforts and resources expended and the opportunities forgone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision.

2.3 Closing. The closing of the purchase and sale of the Acquired Assets, the delivery of the Purchase Price and the assumption of the Assumed Liabilities (the “Closing”) will take place by telephone conference and electronic exchange of documents (or, if the parties agree to hold a physical closing, at the offices of Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654) at 10:00 a.m. Central Time on the second (2nd) Business Day following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the closing conditions set forth in Article VII (other than conditions that by their terms or nature are to be satisfied at the Closing), or at such other place and time as the Parties may agree. The date the Closing occurs is referred to as the “Closing Date.”

2.4 Closing Deliveries by Sellers. At or prior to the Closing, Sellers shall deliver to Purchaser:

- (a) a bill of sale substantially in the form of Exhibit A (the “Bill of Sale”) duly executed by Sellers;
- (b) an assignment and assumption agreement substantially in the form of Exhibit B (the “Assignment and Assumption Agreement”) duly executed by Sellers;
- (c) a copy of the Sale Order, as entered by the Bankruptcy Court;
- (d) an officer’s certificate, dated as of the Closing Date, executed by a duly authorized officer of the Company certifying that the conditions set forth in Sections 7.3(b) and 7.3(c) have been satisfied;
- (e) [a co-existence agreement substantially in the form of Exhibit C (the “Coexistence Agreement”), duly executed by [Sellers];] and
- (f) an electronic copy of the U.S. Content, U.S. Software and U.S. Customer Information.

2.5 Closing Deliveries by Purchaser. At the Closing, Purchaser shall deliver to (or at the direction of) the Company:

- (a) the Purchase Price, in the form of the Closing Date Payment;
- (b) the Assignment and Assumption Agreement, duly executed by Purchaser;
- (c) [the Coexistence Agreement, duly executed by Purchaser;] and
- (d) an officer’s certificate, dated as of the Closing Date, executed by a duly authorized officer of Purchaser certifying that the conditions set forth in Sections 7.3(a) and 7.3(b) have been satisfied.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF SELLERS<sup>3</sup>

Except as set forth in the Schedules delivered by the Company concurrently herewith and subject to Sections 6.6(a) and 10.10, each Seller represents and warrants to Purchaser as follows as of the date hereof and as of the Closing Date.

3.1 Organization and Qualification. Such Seller (a) is an entity duly incorporated or organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, as applicable, and (b) has all requisite power and authority to own and operate the Acquired Assets as now owned and operated, subject to the provisions of the Bankruptcy Code.

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<sup>3</sup> NTD: All representations and warranties subject to further review by Sellers and specialists.

3.2 Authorization of Agreement. The execution, delivery and performance of this Agreement by such Seller, and the consummation by such Seller of the transactions contemplated hereby, subject to requisite Bankruptcy Court approvals, have been duly and validly authorized by all requisite corporate or similar organizational action, and no other corporate or similar organizational proceedings on its part are necessary to authorize the execution, delivery or performance of this Agreement by such Seller. Subject to requisite Bankruptcy Court approvals, this Agreement has been duly and validly executed and delivered by such Seller, and, assuming this Agreement is a valid and binding obligation of Purchaser, this Agreement constitutes a valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, except as limited by the application of bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other Laws relating to or affecting creditors' rights or general principles of equity (whether considered in a proceeding in equity or at law) (the "Enforceability Exceptions").

3.3 Conflicts; Consents.

(a) Except as set forth on Schedule 3.3(a) and assuming that (x) requisite Bankruptcy Court approvals are obtained, (y) the notices, authorizations, approvals, Orders, permits or consents set forth on Schedule 3.3(b) are made, given or obtained, as applicable, and (z) the requirements of the HSR Act and any other filings required under any applicable antitrust, competition or merger control laws promulgated by any Governmental Body ("Foreign Competition Laws") are complied with, the execution, delivery and performance by such Seller of this Agreement and the consummation by such Seller of the transactions contemplated hereby, do not: (i) violate the certificate of incorporation, certificate of formation, bylaws, limited liability company agreement or equivalent organizational documents of such Seller; (ii) violate any Law applicable to such Seller or by which any of the Acquired Assets is bound; or (iii) result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, create in any party thereto the right to terminate or cancel, or require any consent under, or result in the creation or imposition of any Encumbrance (other than a Permitted Encumbrance) on any Acquired Assets under, any Assigned Contract, except, in each case, for any such violations, breaches, defaults or other occurrences that are not material to the acquired Assets taken as a whole.

(b) Except as set forth on Schedule 3.3(b), Sellers are not required to file, seek or obtain any notice, authorization, approval, Order, permit or consent of or with any Governmental Body in connection with the execution, delivery and performance by Sellers of this Agreement or the consummation by Sellers of the transactions contemplated hereby, except (i) requisite Bankruptcy Court approvals, (ii) any filings required to be made under the HSR Act or any Foreign Competition Laws, (iii) where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, is not material to the acquired Assets taken as a whole or (iv) as may be necessary as a result of any facts or circumstances relating to Purchaser or any of its Affiliates.

3.4 Assigned Contracts. Subject to requisite Bankruptcy Court approvals and the terms of the Sale Order, and assumption by the applicable Seller of the applicable Contract in accordance with applicable Law (including satisfaction of any applicable Cure Costs in accordance with the terms of this Agreement) and except as a result of the commencement of the Bankruptcy Case,



each of the Assigned Contracts is in full force and effect and is a valid, binding and enforceable obligation of the applicable Seller and, to the knowledge of the Company, each of the other parties thereto, except as may be limited by the Enforceability Exceptions. Except as set forth on Schedule 3.4, as a result of the commencement of the Bankruptcy Case or as would not reasonably be expected to be material to the Acquired Assets taken as a whole, no Seller party thereto is in material default, or is alleged in writing by the counterparty thereto to have materially breached or to be in material default, under any Assigned Contract, and, to the knowledge of the Company, each other party to each of the Assigned Contracts is not in material default thereunder. The Company has made available to Purchaser complete and correct copies of all Assigned Contracts and Existing Licenses, each as amended as of the date hereof. None of the Assigned Contracts has been canceled or otherwise terminated, and neither the Company, nor its Subsidiaries, has received any written notice from any Person regarding any such cancellation or termination.

### 3.5 Intellectual Property.

(a) Schedule 1.1(a) sets forth a list of all U.S. trademark registrations for (i) the names TOYS “R” US and BABIES “R” US and associated logos and variations and (ii) the Geoffrey mascot used in connection with the TOYS “R” US and BABIES “R” US names. Except as set forth on Schedule 3.5(a), Sellers own all right, title and interest in and to the U.S. Trademark Assets, U.S. Domain Names, U.S. Content, and U.S. Software (collectively the “U.S. IP Assets”), free and clear of all Encumbrances, other than Permitted Encumbrances. Sellers have not granted any Person any license under any of the U.S. Trademark Assets or U.S. Domain Names, except for the Existing Licenses.

(b) To the knowledge of the Company, no third party is currently infringing, misappropriating or otherwise violating any of the U.S. IP Assets.

(c) To the knowledge of the Company, all of the registered trademarks that constitute U.S. Trademark Assets are valid, subsisting and enforceable.

3.6 Brokers. Except as set forth on Schedule 3.6, there is no investment banker, broker, finder or other such intermediary that has been retained by, or has been authorized to act on behalf of, the Company or any of its Subsidiaries and is entitled to a fee or commission in connection with the transactions contemplated by this Agreement from the Company or any of its Subsidiaries.

3.7 No Other Representations or Warranties. Except for the representations and warranties expressly made by Sellers to Purchaser in this Article III, (as qualified by the Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) (the “Express Representations”) (it being understood that Purchaser and the Purchaser Group have relied only on such Express Representations), Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that neither any Seller nor any other Person on behalf of any Seller makes, and neither Purchaser nor any member of the Purchaser Group has relied on, the accuracy or completeness of any express or implied representation or warranty with respect to any Seller, the Acquired Assets or the Assumed Liabilities or with respect to any statement or information of any nature made or provided by any Person (including the fact deck prepared by Consensus Advisory Services LLC and Consensus Securities LLC (the “Information Presentation”), any information, statements, disclosures, documents, projections,

forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in that certain datasite administered by [●] (the “Dataroom”) or elsewhere) on behalf of any Seller or any of its Affiliates or Advisors to Purchaser or any of its Affiliates or Advisors. Without limiting the foregoing, neither any Seller nor any other Person will have or be subject to any liability whatsoever to Purchaser, or any other Person, resulting from the distribution to Purchaser or any of its Affiliates or Advisors, or Purchaser’s or any of its Affiliates’ or Advisors’ use of or reliance on, any such information, including the Information Presentation, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in the Dataroom or elsewhere or otherwise in expectation of the transactions contemplated by this Agreement or any discussions with respect to any of the foregoing information.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to the Company as follows as of the date hereof and as of the Closing Date.

4.1 Organization and Qualification. Purchaser (a) is an entity duly incorporated or organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, as applicable, and (b) has all requisite power and authority to own and operate its properties and to carry on its businesses as now conducted.

4.2 Authorization of Agreement. The execution, delivery and performance of this Agreement by Purchaser, and the consummation by Purchaser of the transactions contemplated hereby, have been duly and validly authorized by all requisite corporate or similar organizational action, and no other corporate or similar organizational proceedings on its part are necessary to authorize the execution, delivery or performance of this Agreement by Purchaser. This Agreement has been duly and validly executed and delivered by Purchaser, and, assuming this Agreement is a valid and binding obligation of Sellers, this Agreement constitutes a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as limited by the Enforceability Exceptions.

4.3 Conflicts; Consents.

(a) Assuming that the requirements of the HSR Act are complied with, the execution, delivery and performance by Purchaser of this Agreement and the consummation by Purchaser of the transactions contemplated hereby, do not: (i) violate the certificate of formation, limited liability company agreement or equivalent organizational documents of Purchaser; (ii) violate any Law applicable to Purchaser or by which any property or asset of Purchaser is bound; or (iii) result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, create in any party thereto the right to terminate or cancel, or require any consent under, or result in the creation or imposition of any Encumbrance on any property or asset of Purchaser under, any Contract; except, in each case, for any such violations, breaches, defaults or other occurrences that would not, individually or in the aggregate,



reasonably be expected to prevent or materially delay the ability of Purchaser to consummate the transactions contemplated hereby.

(b) Purchaser is not required to file, seek or obtain any notice, authorization, approval, Order, permit or consent of or with any Governmental Body in connection with the execution, delivery and performance by Purchaser of this Agreement or the consummation by Purchaser of the transactions contemplated hereby, except (i) any filings required to be made under the HSR Act, or (ii) where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the ability of Purchaser to consummate the transactions contemplated hereby.

4.4 Financing. Purchaser has, and will have at the Closing, sufficient funds in an aggregate amount necessary to pay the Purchase Price, to perform the Assumed Liabilities as they become due in accordance with their terms and to consummate all of the other transactions contemplated by this Agreement.

4.5 Brokers. Except for [●], all of whose fees and expenses will be borne solely by Purchaser, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Purchaser that might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

4.6 No Litigation. There are no Actions pending or, to Purchaser's knowledge, threatened against or affecting Purchaser that will adversely affect Purchaser's performance under this Agreement or the consummation of the transactions contemplated by this Agreement.

4.7 No Additional Representations or Warranties. Except for the representations and warranties contained in this Article IV, each Seller acknowledges that neither Purchaser nor any other Person on behalf of Purchaser makes any other express or implied representation or warranty with respect to Purchaser or with respect to any other information provided to any Seller by Purchaser.

4.8 No Outside Reliance. Notwithstanding anything contained in this Article IV or any other provision of this Agreement to the contrary, Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that (a) the Express Representations are the sole and exclusive representations, warranties and statements of any kind made to Purchaser or any member of the Purchaser Group and on which Purchaser and the Purchaser Group may rely in connection with the transactions contemplated by this Agreement, and (b) all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form, including (i) the completeness or accuracy of, or any omission to state or to disclose, any information (other than solely to the extent expressly set forth in the Express Representations) including in the Information Presentation, the Dataroom, any meetings, calls or correspondence with management of the Company and its Subsidiaries, any of the Seller Parties or any other Person on behalf of the Company, its Subsidiaries or any of their respective Affiliates or Advisors and (ii) any other statement relating to the historical, current or future business, financial condition, results of operations, assets (including the Acquired Assets), Liabilities (including the Assumed Liabilities), properties, contracts, and prospects of the Company or any of its Subsidiaries, or the

quality, quantity or condition of the Company's or its Subsidiaries' assets (including the Acquired Assets), are, in each case specifically disclaimed by Sellers (on their behalf and on behalf of the Seller Parties) and that neither Purchaser nor any member of the Purchaser Group has relied on any such representations, warranties or statements. Purchaser, on its own behalf and on behalf of the Purchaser Group: (x) disclaims reliance on the items in clause (b) in the immediately preceding sentence and (y) acknowledges and agrees that it has relied on, is relying on and will rely on only the items in clause (a) in the immediately preceding sentence.

## ARTICLE V

### BANKRUPTCY COURT MATTERS

#### 5.1 Auction Matters.

(a) As required by the Bidding Procedures Order, if an Auction is conducted, and Purchaser is not the prevailing party at the conclusion of such Auction (such prevailing party, the "Successful Bidder") but is the next highest bidder at the Auction, Purchaser shall be required to serve as a back-up bidder (the "Backup Bidder") and keep Purchaser's bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be revised in the Auction) open and irrevocable until this Agreement is otherwise terminated. If the Successful Bidder fails to consummate the applicable Alternative Transaction as a result of a breach or failure to perform on the part of such Successful Bidder, the Backup Bidder will be deemed to have the new prevailing bid, and the Company may consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may have been improved upon in the Auction).

(b) The Company shall promptly serve true and correct copies of the Sale Motion and all related pleadings in accordance with the Bidding Procedures Order, the Bankruptcy Code, the Bankruptcy Rules and any other applicable Order of the Bankruptcy Court.

5.2 Cure Costs. Subject to entry of the Sale Order, Purchaser shall, on or prior to the Closing, pay the Cure Costs and cure any and all other defaults and breaches under the Assigned Contracts so that such Contracts may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of Section 365 of the Bankruptcy Code and this Agreement. The Company agrees that it will promptly take such actions as are reasonably necessary to obtain a Final Order of the Bankruptcy Court providing for the assumption and assignment of such Contracts.

5.3 Sale Order. The Sale Order shall, among other things, (a) approve, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, (i) the execution, delivery and performance by Sellers of this Agreement, (ii) the sale of the Acquired Assets to Purchaser on the terms set forth herein and free and clear of all Encumbrances (other than Encumbrances included in the Assumed Liabilities and Permitted Encumbrances), and (iii) the performance by Sellers of their respective obligations under this Agreement; (b) authorize and empower Sellers to assume and assign to Purchaser the Assigned Contracts; (c) find that Purchaser is a "good faith" buyer within the meaning of Section 363(m) of the Bankruptcy Code, not a successor to any Seller and grant Purchaser the protections of Section 363(m) of the Bankruptcy Code; (d) find that Purchaser shall

have no Liability or responsibility for any Liability or other obligation of any Seller arising under or related to the Acquired Assets other than as expressly set forth in this Agreement, including successor or vicarious Liabilities of any kind or character, including any theory of antitrust, environmental, successor or transferee Liability, labor law, de facto merger or substantial continuity; and (e) find that Purchaser shall have no Liability for any Excluded Liability. Purchaser agrees that it will promptly take such actions as are reasonably requested by the Company to assist in obtaining Bankruptcy Court approval of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of (x) demonstrating that Purchaser is a “good faith” purchaser under Section 363(m) of the Bankruptcy Code and (y) establishing adequate assurance of future performance within the meaning of Section 365 of the Bankruptcy Code.

## ARTICLE VI

### COVENANTS AND AGREEMENTS

6.1 Conduct of Business of Sellers. Until the earlier of the termination of this Agreement and the Closing, except (w) for any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code or the debtor-in-possession financing facilities of the Sellers and their Affiliates, (x) as required by applicable Law, (y) as otherwise required by or reasonably necessary to carry out the terms of this Agreement or as set forth on Schedule 6.1 or (z) with the prior written consent of Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed), Sellers shall not:

- (a) terminate (other than by expiration), or amend or modify (other than by automatic extension or renewal) in any material respect any Assigned Contract;
- (b) settle or compromise any pending or threatened Action that could give rise to Liabilities that are not Excluded Liabilities;
- (c) sell, assign, license, transfer, convey, lease, surrender, relinquish or otherwise dispose of any material portion of the Acquired Assets, other than Intellectual Property rights expiring at the end of their statutory terms;
- (d) subject any portion of the Acquired Assets to any Encumbrance, except for Permitted Encumbrances; or
- (e) agree or commit to do any of the foregoing.

Nothing contained in this Agreement is intended to give Purchaser or its Affiliates, directly or indirectly, the right to control or direct the business of Sellers prior to the Closing.

6.2 Access to Information.

(a) From the date hereof until the Closing (or the earlier termination of this Agreement pursuant to Article VIII), the Company will provide Purchaser and its authorized Advisors with reasonable access and upon reasonable advance notice and during regular business hours to the books and records of the Company and its Subsidiaries, to the extent reasonably related

to the Acquired Assets or Assumed Liabilities, in order for Purchaser and its authorized Advisors to access such information regarding the Acquired Assets or Assumed Liabilities as Purchaser reasonably deems necessary in connection with effectuating the transactions contemplated by this Agreement; provided that (i) such access does not unreasonably interfere with the normal operations of the Company and its Subsidiaries, (ii) such access will occur in such a manner as the Company reasonably determines to be appropriate to protect the confidentiality of the transactions contemplated by this Agreement, (iii) all requests for access will be directed to Consensus Advisory Services LLC and Consensus Securities LLC or such other Person(s) as the Company may designate in writing from time to time and (iv) nothing herein will require the Company to provide access to, or to disclose any information to, Purchaser if such access or disclosure (A) would cause significant competitive harm to the Company or any of its Subsidiaries if the transactions contemplated by this Agreement are not consummated, (B) would require the Company or any of its Subsidiaries to disclose any financial or proprietary information of or regarding the Company or its Affiliates (other than to the extent directly related to the Acquired Assets or Assumed Liabilities) or otherwise disclose information regarding the Company or its Affiliates that the Company deems to be commercially sensitive, (C) would waive any legal privilege or (D) would be in violation of applicable Laws (including the HSR Act and any Foreign Competition Laws) or the provisions of any agreement to which the Company or any of its Subsidiaries is party; provided that, in the event that the Company withholds access or information in reliance on the foregoing clause (C) or (D), the Company shall provide (to the extent possible without waiving or violating the applicable legal privilege or Law) notice to Purchaser that such access or information is being so withheld and shall use commercially reasonable efforts to provide such access or information in a way that would not risk waiver of such legal privilege or applicable Law.

(b) The information provided pursuant to this Section 6.2 will be used solely for the purpose of effecting the transactions contemplated hereby, and will be governed by the terms and conditions of the Confidentiality Agreement. Purchaser will, and will cause its Advisors to, abide by the terms of the Confidentiality Agreement with respect to such access and any information furnished to Purchaser or any of its Advisors. Neither the Company nor any Seller makes any representation or warranty as to the accuracy of any information, if any, provided pursuant to this Section 6.2, and Purchaser may not rely, and is not relying, on the accuracy of any such information, in each case, other than the Express Representations.

(c) From and after the Closing for a period of three (3) years following the Closing Date (or, if later, the closing of the Bankruptcy Case), Purchaser will provide Sellers and their Advisors with reasonable access, during normal business hours, and upon reasonable advance notice, to the books and records of the Company and its Subsidiaries not delivered to Purchaser in connection with this Agreement, to the extent reasonably related to the Acquired Assets or the Assumed Liabilities with respect to periods or occurrences prior to the Closing Date and reasonable access, during normal business hours, and upon reasonable advance notice, to employees, officers and Advisors of Purchaser (including for the purpose of better understanding such books and records). Unless otherwise consented to in writing by the Company, Purchaser will not, for a period of three (3) years following the Closing Date (or, if later, the closing of the Bankruptcy Case), destroy, alter or otherwise dispose of any of the books and records without first offering to surrender to the Company such books and records or any portion thereof that Purchaser may intend to destroy, alter or dispose of.

(d) Purchaser will not, and will not permit any member of the Purchaser Group to, contact any officer, manager, director, employee, customer, supplier, lessee, lessor, lender, noteholder or other material business relation of the Company or its Subsidiaries prior to the Closing with respect to the Company, its Subsidiaries, their business or the transactions contemplated by this Agreement without the prior consent of the Company for each such contact.

### 6.3 Regulatory Approvals.

(a) Subject to Section 6.4, the Company will (i) make or cause to be made all filings and submissions required to be made by the Company or its Subsidiaries under any applicable Laws for the consummation of the transactions contemplated by this Agreement set forth on Schedule 6.3, (ii) cooperate with Purchaser in exchanging such information and providing such assistance as Purchaser may reasonably request in connection with the foregoing and (iii)(A) supply promptly any additional information and documentary material that may be requested in connection with such filings and (B) use reasonable best efforts to take all actions necessary to obtain all required clearances in connection with such filings.

(b) Subject to Section 6.4, Purchaser will, and will cause its Affiliates and Advisors to, (i) make or cause to be made all filings and submissions required to be made by any member of the Purchaser Group under any applicable Laws for the consummation of the transactions contemplated by this Agreement, (ii) cooperate with the Company in exchanging such information and providing such assistance as the Company may reasonably request in connection with all of the foregoing, and (iii) (A) supply promptly any additional information and documentary material that may be requested in connection with such filings and (B) use reasonable best efforts to take all actions necessary to obtain all required clearances.

### 6.4 Antitrust Notification.

(a) The Company and Purchaser will, as promptly as practicable and no later than two (2) Business Days following the date hereof, file with the United States Federal Trade Commission and the United States Department of Justice, the notification form required pursuant to the HSR Act for the transactions contemplated by this Agreement, which form will specifically request early termination of the waiting period prescribed by the HSR Act. Each of the Company and Purchaser will (and shall cause their respective Affiliates to) furnish to each other's counsel such necessary information and reasonable assistance as the other may request in connection with its preparation of any filing or submission that is necessary under the HSR Act and will provide any supplemental information requested by any Governmental Body as promptly as practicable. Purchaser will use all reasonable best efforts to comply as promptly as practicable with any requests made for any additional information in connection with such filings. Purchaser will be responsible for all filing fees payable in connection with such filings.

(b) Subject to the immediately following sentence, the Company and Purchaser will use their reasonable best efforts to promptly obtain any clearance required under the HSR Act for the consummation of this Agreement and the transactions contemplated hereby prior to the Outside Date and will keep each other apprised of the status of any communications with, and any inquiries or requests for additional information from, any Governmental Body and will comply promptly with any such inquiry or request. Purchaser will take, and will cause its Affiliates to



take, any and all steps necessary to avoid or eliminate each and every impediment under any Law that may be asserted by any Governmental Body or any other Person so as to enable the parties to expeditiously close the transactions contemplated by this Agreement no later than the Outside Date, including (i) opposing any motion or action for a temporary, preliminary or permanent injunction or Order against or preventing or delaying the consummation of the transactions contemplated by this Agreement, (ii) entering into a consent decree, consent agreement or other agreement or arrangement containing Purchaser's agreement to hold separate, license, sell or divest (pursuant to such terms as may be required by any Governmental Body) such assets or businesses of Purchaser and its Affiliates after the Closing (including entering into customary ancillary agreements relating to any such sale, divestiture, licensing or disposition of such assets or businesses), and (iii) agreeing to such limitations on conduct or actions of members of Purchaser and its Affiliates after the Closing as may be required in order to obtain satisfaction of the closing conditions set forth in Section 7.1(a) prior to the Outside Date.

(c) The Parties commit to instruct their respective counsel to cooperate with each other and use reasonable best efforts to facilitate and expedite the identification and resolution of any issues arising under the HSR Act at the earliest practicable dates and no later than the Outside Date. Such reasonable best efforts and cooperation include counsel's undertaking (i) to keep each other appropriately informed of communications from and to personnel of the reviewing Governmental Bodies and (ii) to confer with each other regarding appropriate contacts with and response to personnel of such Governmental Bodies and the content of any such contacts or presentations. Neither the Company nor Purchaser will participate in any meeting or discussion with any Governmental Body with respect of any such filings, applications, investigation or other inquiry without giving the other party prior notice of the meeting or discussion and, to the extent permitted by the relevant Governmental Body, the opportunity to attend and participate in such meeting or discussion (which, at the request of either Purchaser or the Company, will be limited to outside antitrust counsel only). The Company will have the right to review (subject to appropriate redactions for confidentiality and attorney-client privilege concerns) and approve the content of any presentations, white papers or other written materials to be submitted to any Governmental Body in advance of any such submission.

(d) Purchaser will not, and will not permit any member of the Purchaser Group or their respective Affiliates to, acquire or agree to acquire (by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner), any Person or portion thereof, or otherwise acquire or agree to acquire any assets, if the entering into a definitive agreement relating to, or the consummation of, such acquisition, merger or consolidation could reasonably be expected to (i) impose any delay in the obtaining of, or increase the risk of not obtaining, any permits, Orders or other approvals of any Governmental Body necessary to consummate the transactions contemplated by this Agreement or the expiration or termination of any applicable waiting period, (ii) increase the risk of any Governmental Body entering an Order prohibiting the consummation of the transactions contemplated by this Agreement or (iii) delay the consummation of the transactions contemplated by this Agreement.

#### 6.5 Reasonable Best Efforts; Cooperation.

(a) Subject to the other terms of this Agreement provisions hereof, each Party shall, and shall cause its Advisors to, use its reasonable best efforts to perform its obligations

hereunder and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable under applicable Law to cause the transactions contemplated herein to be effected as soon as practicable, but in any event on or prior to the Outside Date, in accordance with the terms hereof and to cooperate with each other Party and its Advisors in connection with any step required to be taken as a part of its obligations hereunder. The “reasonable best efforts” of any Seller will not require any Seller or any Seller’s respective Affiliates or Advisors to expend any money to remedy any breach of any representation or warranty, to commence any Action, to waive or surrender any right, to modify any Contract or to waive or forego any right, remedy or condition hereunder.

(b) The obligations of Sellers pursuant to this Agreement, including this Section 6.5, shall be subject to any Orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code (including in connection with the Bankruptcy Case), the debtor-in-possession financing facilities of the Sellers and their Affiliates and each Seller’s obligations as a debtor-in-possession to comply with any order of the Bankruptcy Court (including the Bidding Procedures Order and the Sale Order) and Sellers’ duty to seek and obtain the highest or otherwise best price for the Acquired Assets as required by the Bankruptcy Code.

#### 6.6 Notification of Certain Matters.

(a) The Company will promptly notify Purchaser of: (i) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement; (ii) any notice or other communication from any Governmental Body (other than the Bankruptcy Case) related to or in connection with the transactions contemplated by this Agreement; and (iii) promptly upon discovery thereof, any variances from, or the existence or occurrence of any event, fact or circumstance arising after the execution of this Agreement that would reasonably be expected to cause any of the representations and warranties contained in Article III to be untrue or inaccurate in a manner that could reasonably be expected to cause the conditions set forth in Section 7.2(b) not to be satisfied. If the subject matter of any such notification required by the previous sentence requires any change in the Schedules, the Company shall deliver to Purchaser prior to the Closing a supplement to such Schedule (“Updated Schedules”) with such change; provided that in no event will any Updated Schedule serve to amend, supplement or modify the Schedules for purposes of Section 7.2(b); provided further that if the Closing occurs, the Updated Schedules will be considered and deemed to be part of the Schedules for all purposes under this Agreement, and each reference in this Agreement to a particular Schedule will mean such Schedule in, or as updated by, the Updated Schedules.

(b) Purchaser will promptly notify the Company of: (i) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement; (ii) any notice or other communication from any Governmental Body (other than the Bankruptcy Case) related to or in connection with the transactions contemplated by this Agreement; (iii) any Actions (other than in the Bankruptcy Case) relating to or involving or otherwise affecting Purchaser or its Affiliates that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 4.6 or that relate to the transactions contemplated by this Agreement; and (iv)

any breach or inaccuracy of any representation or warranty contained in this Agreement at any time during the term hereof that could reasonably be expected to cause the conditions set forth in Article VII not to be satisfied; provided that the delivery of any notice pursuant to this Section 6.6(a) will not limit the remedies available to Sellers under or with respect to this Agreement.

6.7 Further Assurances. From time to time after the Closing, as and when requested by any Party and at such requesting Party's expense, any other Party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions as such requesting party may reasonably deem necessary or desirable to evidence and effectuate the transactions contemplated by this Agreement.

6.8 Acknowledgment by Purchaser.

(a) Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that it has conducted to its full satisfaction an independent investigation and verification of the Acquired Assets and the Assumed Liabilities, and, in making its determination to proceed with the transactions contemplated by this Agreement, Purchaser and the Purchaser Group have relied solely on the results of the Purchaser Group's own independent investigation and verification and have not relied on, are not relying on, and will not rely on, any Seller, any Subsidiary, the Information Presentation, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in the Dataroom or otherwise or any information, statements, disclosures or materials, in each case, whether written or oral, made or provided by, or as part of, any of the foregoing or by any Seller Party, or any failure of any of the foregoing to disclose or contain any information, except for the Express Representations (it being understood that Purchaser and the Purchaser Group have relied only on the Express Representations). Without limiting the generality of the foregoing or Section 4.8, Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that neither the Company, nor any other Person (including the Seller Parties), has made, is making or is authorized to make, and Purchaser, on its own behalf and on behalf of the Purchaser Group, hereby waive, all rights and claims it or they may have against any Seller Party with respect to the accuracy of, any omission or concealment of, or any misstatement with respect to, (i) any potentially material information regarding the Company, its Subsidiaries or any of their respective assets (including the Acquired Assets), liabilities (including the Assumed Liabilities) or operations and (ii) any warranty or representation (whether in written, electronic or oral form), express or implied, as to the quality, merchantability, fitness for a particular purpose, or condition of the Company's or its Subsidiaries' business, operations, assets (including the Acquired Assets), liabilities (including the Assumed Liabilities), prospects or any portion thereof, except, in each case, solely to the extent expressly set forth in the Express Representations.

(b) Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that it will not assert, institute or maintain, and will cause each member of the Purchaser Group not to assert, institute or maintain, any Action that makes any claim contrary to the agreements and covenants set forth in this Section 6.8, including any such Action with respect to the distribution to Purchaser or any member of the Purchaser Group, or Purchaser's or any member of the Purchaser Group's use, of the Information Presentation, the Dataroom or any other



information, statements, disclosures, or materials, in each case whether written or oral, provided by them or any other Seller Party or any failure of any of the foregoing to disclose any information.

(c) Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that the covenants and agreements contained in this Section 6.8 (i) require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing for twenty (20) years; and (ii) are an integral part of the transactions contemplated by this Agreement and that, without these agreements set forth in this Section 6.8, Sellers would not enter into this Agreement.

6.9 Existing Licenses. Purchaser acknowledges and agrees that the U.S. Trademark Assets are and remain subject to the PetSmart License and the Intercompany License (the “Existing Licenses”). Purchaser shall not disturb or interfere with the rights of the licensees under the Existing Licenses. Purchaser shall take, at the Company’s expense, all actions reasonably requested by the Company with respect to the U.S. Trademark Assets to enable Geoffrey, LLC to fulfill its obligations under the Existing Licenses. Any assignment by Purchaser of any rights to the U.S. Trademarks Assets to any other Person shall cause such other Person to be bound by the requirements of this Section 6.9.

## ARTICLE VII

### CONDITIONS TO CLOSING

7.1 Conditions Precedent to the Obligations of Purchaser and Sellers. The respective obligations of each Party to this Agreement to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by each Seller and Purchaser) on or prior to the Closing Date, of each of the following conditions:

- (a) The applicable waiting periods under the HSR Act will have expired or been terminated;
- (b) No court or other Governmental Body has issued, enacted, entered, promulgated or enforced any Law or Order (that is final and non-appealable and that has not been vacated, withdrawn or overturned) restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement; and
- (c) the Bankruptcy Court shall have entered the Sale Order and such Order shall be a Final Order.

7.2 Conditions Precedent to the Obligations of Purchaser. The obligations of Purchaser to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Purchaser in its sole discretion), on or prior to the Closing Date, of each of the following conditions:

- (a) Sellers shall have delivered to Purchaser a certified copy of the Sale Order;
- (b) the representations and warranties made by Sellers in Article III shall be true and correct as of the Closing Date (disregarding all qualifications or limitations as to

“materiality” or “Material Adverse Effect” and words of similar import set forth therein), as though such representations and warranties had been made on and as of the Closing Date (except that representations and warranties that are made as of a specified date need be true and correct only as of such date), except where the failure of such representations and warranties to be true and correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; provided that the representations set forth in Sections 3.1(a), 3.2 and 3.6 will be true and correct in all material respects.

(c) Sellers shall have performed in all material respects all of the covenants and agreements required to be performed by each of them under this Agreement at or prior to the Closing; and

(d) Sellers shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 2.4.

7.3 Conditions Precedent to the Obligations of the Company. The obligations of Sellers to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or to the extent permitted by Law, written waiver by Sellers in their sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) the representations and warranties made by Purchaser in Article IV shall be true and correct in all material respects (without giving effect to any materiality or similar qualification contained therein), in each case as of the date hereof and as of the Closing Date, with the same force and effect as though all such representations and warranties had been made as of the Closing Date (other than representations and warranties that by their terms address matters only as of another specified date, which shall be so true and correct only as of such other specified date), except where the failure of such representations or warranties to be so true and correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Purchaser’s ability to consummate the transactions contemplated hereby;

(b) Purchaser shall have performed in all material respects all of the covenants and agreements required to be performed by it under this Agreement at or prior to the Closing; and

(c) Purchaser shall have delivered, or caused to be delivered, to Sellers all of the items set forth in Section 2.5.

7.4 Waiver of Conditions. Upon the occurrence of the Closing, any condition set forth in this Article VII that was not satisfied as of the Closing will be deemed to have been waived for all purposes by the Party having the benefit of such condition as of and after the Closing. None of Purchaser or Sellers may rely on the failure of any condition set forth in this Article VII, as applicable, to be satisfied if such failure was caused by such Party’s failure to use, as required by this Agreement, its reasonable best efforts to consummate the transactions contemplated hereby.

## ARTICLE VIII

### TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated only in accordance with this Section 8.1. This Agreement may be terminated at any time prior to the Closing:

- (a) by the mutual written consent of the Company and Purchaser;
- (b) by written notice of either Purchaser or the Company, upon the issuance by any Governmental Body of an Order restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or declaring unlawful the transactions contemplated by this Agreement, and such Order having become final, binding and non-appealable; provided that no termination may be made by a Party under this Section 8.1(b) if the issuance of such Order was caused by the breach or action or inaction of such Party;
- (c) by written notice of either Purchaser or the Company, if the Closing shall not have occurred on or before [●] (the “Outside Date”); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section 8.1(c) if the failure of the Closing to have occurred by the Outside Date was caused by the breach or action or inaction of such Party;
- (d) by written notice of either Purchaser or the Company, if the Bankruptcy Case is dismissed or converted to a case or cases under Chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Company is appointed in the Bankruptcy Case;
- (e) by written notice from the Company to Purchaser, upon a breach of any covenant or agreement on the part of Purchaser, or if any representation or warranty of Purchaser will have become untrue, in each case, such that the conditions set forth in Section 7.2(a) or 7.2(b) would not be satisfied, including a breach of Purchaser’s obligation to consummate the Closing; provided that (i) if such breach is curable by Purchaser then the Company may not terminate this Agreement under this Section 8.1(e) unless such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) thirty (30) days after the Company notifies Purchaser of such breach and (ii) the right to terminate this Agreement pursuant to this Section 8.1(e) will not be available to the Company at any time that the Company is in material breach of any covenant, representation or warranty hereunder;
- (f) by written notice from Purchaser to the Company, upon a breach of any covenant or agreement on the part of any Seller, or if any representation or warranty of any Seller will have become untrue, in each case, such that the conditions set forth in Section 7.2(b) or 7.2(c); provided that (i) if such breach is curable by such Seller then Purchaser may not terminate this Agreement under this Section 8.1(f) unless such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) thirty (30) days after Purchaser notifies the Company of such breach and (ii) the right to terminate this Agreement pursuant to this Section 8.1(f) will not be available to Purchaser at any time that Purchaser is in material breach of any covenant, representation or warranty hereunder;

(g) by written notice from the Company to Purchaser, if all of the conditions set forth in Sections 7.1 and 7.2 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing) or waived and Purchaser fails to complete the Closing at the time required by Section 2.3;

(h) by written notice from the Company to Purchaser, if any Seller or the board of directors, board of managers, or similar governing body of any Seller determines that proceeding with the transactions contemplated by this Agreement or failing to terminate this Agreement may be inconsistent with applicable law or its or such Person's or body's fiduciary obligations under applicable law;

(i) by written notice of either Purchaser or the Company, if (i) any Seller enters into (or provides written notice to Purchaser of its intent to enter into) one or more Alternative Transactions with one or more Persons other than Purchaser or the Successful Bidder or the Backup Bidder at the Auction or (ii) the Bankruptcy Court approves an Alternative Transaction other than with the Successful Bidder or the Backup Bidder; or

(j) by written notice from Purchaser to the Company, if Purchaser is not the Successful Bidder or the Backup Bidder at the Auction; provided that Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 8.1(j) until after the thirtieth (30th) day following the Auction (and, notwithstanding Purchaser not having been the Successful Bidder or the Backup Bidder at the Auction, until such time (if any) as Purchaser terminates this Agreement pursuant to this Section 8.1(j), the obligations of Purchaser to consummate the transactions contemplated by this Agreement shall remain unaffected by Purchaser's right to terminate this Agreement pursuant to this Section 8.1(j)).

8.2 Effect of Termination. In the event of termination of this Agreement pursuant to Section 8.1, this Agreement shall become null and void and there shall be no liability on the part of any Party or any of its partners, officers, directors or shareholders; provided that Section 2.2, this Section 8.2 and Article X shall survive any such termination; provided further that no termination will relieve Purchaser from any liability for damages (including damages based on the loss of the economic benefits of the transactions contemplated by this Agreement, including the Cash Payment, to Sellers), losses, costs or expenses (including reasonable legal fees and expenses) resulting from any willful breach of this Agreement prior to the date of such termination (which, for the avoidance of doubt, will be deemed to include any failure by Purchaser to consummate the Closing if and when it is obligated to do so hereunder).

## ARTICLE IX

### TAXES

9.1 Transfer Taxes. Any sales, use, purchase, transfer, franchise, deed, fixed asset, stamp, documentary stamp, use or other Taxes and recording charges which may be payable by reason of the sale of the Acquired Assets or the assumption of the Assumed Liabilities under this Agreement or any other transactions contemplated hereby (the "Transfer Taxes") shall be borne and timely paid by Purchaser, and Purchaser shall be obligated to file any Tax Returns (at the sole expense of Purchaser) with respect to such Transfer Taxes.

9.2 Allocation of Purchase Price. Purchaser shall prepare an allocation of the Purchase Price (and all other items required under the Code) among the Acquired Assets in accordance with Section 1060 of the Code (and any similar provision of state, local, or non-U.S. law, as appropriate). Purchaser shall deliver such allocation to the Company within thirty (30) days following the Closing Date for the Company's review, comment and approval. Purchaser and the Company shall work together to jointly agree to the final allocation and, if agreement is reached, then Purchaser and the Company shall report, act and file Tax Returns (including, but not limited to Internal Revenue Service Form 8594) in all respects and for all purposes consistent with the allocation agreed by the Company and Purchaser and neither Purchaser nor the Company shall take any position (whether in audits, tax returns or otherwise) that is inconsistent with such allocation unless required to do so by applicable law. In the event agreement with respect to allocation is not reached, the Company and the Purchaser shall each be entitled to allocate the Purchase Price under Section 1060 of the Code (and any similar provision of state, local, or non-U.S. law, as appropriate) in accordance with each Party's own allocation. The Company shall provide Purchaser and Purchaser shall provide the Company with a copy of any information required to be furnished to the Secretary of the Treasury under Section 1060 of the Code. For the avoidance of doubt, any allocation under this Section 9.2 must comply with the allocation of the Purchase Price among assets owned by the Company, on one hand, and each of the other Sellers, on the other hand, as provided elsewhere in this Agreement; provided, that the general allocation of value described in this Section 9.2 shall not be indicative or binding for any allocation of value in any of the cases commenced by Seller under Chapter 11 of the Bankruptcy Code and comprising part of the Bankruptcy Case. Notwithstanding any other provision of this Agreement, the terms and provisions of this Section 9.2 shall survive the Closing without limitation.

9.3 Cooperation. Purchaser and Sellers shall cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns and any audit, litigation or other proceeding with respect to Taxes.

## ARTICLE X

### MISCELLANEOUS

10.1 Non-Survival of Representations and Warranties and Certain Covenants. Each of the representations and warranties and the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such party prior to the Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby, or in any certificate delivered hereunder or thereunder, will terminate effective immediately as of the Closing such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought with respect thereto after the Closing. Each covenant and agreement that explicitly contemplates performance after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms, and if no term is specified, then for twenty (20) years following the Closing Date, and nothing in this Section 10.1 will be deemed to limit any rights or remedies of any Person for breach of any such surviving covenant or agreement. Purchaser and the Seller Parties acknowledge and agree, on their own behalf and on behalf of the Purchaser Group or the Seller Parties, as the case maybe, that the agreements contained in this Section 10.1 (a) require performance after the Closing to the maximum extent permitted by applicable Law and

will survive the Closing for twenty (20) years; and (b) are an integral part of the transactions contemplated hereby and that, without the agreements set forth in this Section 10.1, none of the Parties would enter into this Agreement.

10.2 Expenses. Whether or not the Closing takes place, except as otherwise provided herein (including, for the avoidance of doubt, Section 8.2), all fees, costs and expenses (including fees, costs and expenses of Advisors) incurred in connection with the negotiation of this Agreement and the other agreements contemplated hereby, the performance of this Agreement and the other agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby will be paid by the Party incurring such fees, costs and expenses; it being acknowledged and agreed that (a) Purchaser will pay all fees and expenses in connection with any filing or submission that is necessary under the HSR Act and (b) all Transfer Taxes will be allocated pursuant to Section 9.1.

10.3 Notices. Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when personally delivered, (b) when transmitted via facsimile device or by electronic mail (except if transmitted after 5:00 P.M. Central time or other than on a Business Day, in which case, on the next Business Day), (c) the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third (3rd) Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such party may specify by written notice to the other Party.

Notices to Purchaser:

[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]
Attention: [\_\_\_\_\_]
Facsimile: [\_\_\_\_\_]
Email: [\_\_\_\_\_]

with a copy to:

[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]
Attention: [\_\_\_\_\_]
Facsimile: [\_\_\_\_\_]
Email: [\_\_\_\_\_]



Notices to Sellers:

[ ]

[ ]

[ ]

Attention: [ ]

Facsimile: [ ]

Email: [ ]

with a copy to:

Kirkland & Ellis LLP

300 North LaSalle Street

Chicago, Illinois 60654

Attention: Jeffery S. Norman, P.C.

Steve Toth

Emily Geier

Joshua Altman

Facsimile: (312) 862-2200

Email: jnorman@kirkland.com

steve.toth@kirkland.com

emily.geier@kirkland.com

josh.altman@kirkland.com

10.4 Binding Effect; Assignment. This Agreement shall be binding upon Purchaser and, subject to entry of the Bidding Procedures Order (with respect to the matters covered thereby) and the Sale Order, Sellers and inure to the benefit of the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Case or any successor Chapter 7 case; provided that neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated without the prior written consent of Purchaser and the Company.

10.5 Amendment and Waiver. Any provision of this Agreement or the Schedules or Exhibits hereto may be (a) amended only in a writing signed by Purchaser and the Company or (b) waived only in a writing executed by the Person against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

10.6 Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

10.7 Non-Recourse. This Agreement may only be enforced against, and any Action based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as parties to this Agreement. Except to the extent named as a party to this Agreement, and then only to the extent of the specific obligations of such parties set forth in

this Agreement, no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate, agent or Advisor of any party to this Agreement or any Subsidiary of Company (other than Sellers) will have any liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or liabilities of any of the parties to this Agreement or for any Action based upon, arising out of or related to this Agreement.

10.8 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law in any jurisdiction, such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction.

10.9 Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and will in no way restrict or otherwise modify any of the terms or provisions hereof.

10.10 Schedules. The schedules attached to this Agreement (the “Schedules”) form an integral part of this Agreement for all purposes of it. Notwithstanding the fact that the Schedules have been arranged in separately numbered sections corresponding to sections of this Agreement, that a particular section of this Agreement makes reference to a section of the Schedules or that a particular representation and warranty may not make a reference to a Schedule, any disclosure in any separately numbered section of the Schedules will apply to each other section of the Agreement where it is reasonably apparent on its face that the disclosure is relevant to such other section. Capitalized terms used in the Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Schedules or the attached Exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the ordinary course or consistent with past practice, and no party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Schedules, Updated Schedules or Exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Schedules or Exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the ordinary course. In addition, matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. No information set forth in the Schedules will be deemed to broaden in any way the scope of the parties’ representations and warranties. Any description of any agreement, document, instrument, plan, arrangement or other item set forth on any Schedule is a summary only and is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement or item which terms will be deemed disclosed for all purposes of this Agreement. The information contained in this Agreement, in the



Schedules and Exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any violation of Law or breach of contract.

10.11 Complete Agreement. This Agreement, together with the Confidentiality Agreement and any other agreements expressly referred to herein, contains the entire agreement of the parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the transactions contemplated by this Agreement and supersedes all prior agreements among the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the transactions contemplated by this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties.

10.12 Specific Performance. The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any Party fails to take any action required of it hereunder to consummate the transactions contemplated by this Agreement. It is accordingly agreed that (a) the Parties will be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 10.13 without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific performance and other equitable relief is an integral part of the transactions contemplated by this Agreement and without that right, neither Sellers nor Purchaser would have entered into this Agreement. The Parties acknowledge and agree that any Party pursuing an injunction or injunctions or other Order to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 10.12 will not be required to provide any bond or other security in connection with any such Order. The remedies available to Sellers pursuant to this Section 10.12 will be in addition to any other remedy to which they were entitled at law or in equity, and the election to pursue an injunction or specific performance will not restrict, impair or otherwise limit any Seller from seeking to collect or collecting damages. If, prior to the Outside Date, any Party brings any action, in each case in accordance with this Section 10.12, to enforce specifically the performance of the terms and provisions hereof by any other party, the Outside Date will automatically be extended (y) for the period during which such action is pending, plus ten (10) Business Days or (z) by such other time period established by the court presiding over such action, as the case may be. In no event will this Section 10.12 be used, alone or together with any other provision of this Agreement, to require any Seller to remedy any breach of any representation or warranty of any Seller made herein.

10.13 Jurisdiction and Exclusive Venue. Each of the Parties irrevocably agrees that any Action that may be based upon, arising out of or related to this Agreement or the negotiation, execution or performance of this Agreement and the transactions contemplated hereby brought by any other Party or its successors or assigns will be brought and determined only in (a) the

Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) in the event the Bankruptcy Case is closed, or if the Bankruptcy Court is unwilling or unable to hear such Action, in the Delaware Chancery Court and any state court sitting in the State of Delaware to which an appeal from the Delaware Chancery Court may be validly taken (or, if the Delaware Chancery Court declines to accept jurisdiction over a particular matter, any state or federal court within the state of Delaware ((a) and (b), the “Chosen Courts”), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any such Action arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any Action relating thereto except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any Chosen Court, and no party will file a motion to dismiss any Action filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Courts, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of such Action. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 10.3. Nothing in this Agreement will affect the right of any Party to this agreement to serve process in any other manner permitted by Law.

10.14 Governing Law; Waiver of Jury Trial.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement, and any Action that may be based upon, arising out of or related to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, THE DOCUMENTS AND AGREEMENTS CONTEMPLATED HEREBY AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION BASED ON, ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE

OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.15 No Right of Set-Off. Purchaser, on its own behalf and on behalf the Purchaser Group and its and their respective successors and permitted assigns, hereby waives any rights of set-off, netting, offset, recoupment, or similar rights that Purchaser, any member of the Purchaser Group or any of its or their respective successors and permitted assigns has or may have with respect to the payment of the Purchase Price or any other payments to be made by Purchaser pursuant to this Agreement or any other document or instrument delivered by Purchaser in connection herewith.

10.16 Counterparts and PDF. This Agreement and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a facsimile machine, .PDF or other electronic transmission, will be treated in all manner and respects as an original contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party hereto or to any such contract, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such contract will raise the use of a facsimile machine, .PDF or other electronic transmission to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a contract and each such party forever waives any such defense.

10.17 Publicity. Neither the Company nor Purchaser 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, which approval will not be unreasonably withheld or delayed, unless, in the reasonable judgment of Purchaser or the Company, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement.

10.18 Bulk Sales Laws. The Parties intend that pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any security interests in the Acquired Assets, including any liens or claims arising out of the bulk transfer laws, and the parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with the “bulk sales,” “bulk transfers” or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the transactions contemplated by this Agreement.

10.19 Fiduciary Obligations. Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require any Seller or any Seller’s board of directors, board of managers, directors, managers, officers or members, or other similar governing body or

fiduciary, to take any action, or to refrain from taking any action, to the extent such person or body determines that taking such action, or refraining from taking such action, may be inconsistent with applicable law or its or their fiduciary obligations under applicable law. For the avoidance of doubt, Sellers retain the right to pursue any transaction or restructuring strategy that, in Sellers' business judgment, will maximize the value of their estates.

## ARTICLE XI

### ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS

#### 11.1 Certain Definitions.

(a) "Action" means any action, claim (including a counterclaim, cross-claim, or defense), complaint, grievance, summons, suit, litigation, arbitration, mediation, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation, of any kind whatsoever, regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body.

(b) "Advisors" means, with respect to any Person, the accountants, attorneys, consultants, advisors, investment bankers, or other representatives of such Person.

(c) "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.

(d) "Alternative Transaction" means any transaction (or series of transaction), whether direct or indirect, resulting in a sale or disposition of any material portion of the Acquired Assets (in any form of transaction, whether by merger, sale of assets, financing, recapitalization, reorganization, liquidation or equity or otherwise).

(e) "Auction" has the meaning set forth in the Bidding Procedures Order.

(f) "Bid Deadline" has the meaning set forth in the Bidding Procedures Order.

(a) "Bidding Procedures Order" means the [*Order (I) Establishing Bidding Procedures for the Sale of the Debtors' U.S. Intellectual Property Assets, Including the U.S. E-Commerce Assets, (II) Approving the Sale of the U.S. Intellectual Property Assets, Including the U.S. E-Commerce Assets, and (III) Granting Related Relief*] entered at docket number [\_\_\_\_] in the Bankruptcy Case.

(b) "Business Day" means any day other than a Saturday, Sunday or other day on which banks in New York City, New York are authorized or required by Law to be closed.

(c) “Code” means the United States Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, as the same may be in effect from time to time.

(d) “Confidentiality Agreement” means the [Confidentiality Agreement], dated as of [\_\_\_\_\_], 2018, by and between [the Company] and [Purchaser].

(e) “Consent” means any approval, consent, ratification, permission, waiver or authorization, or an Order of the Bankruptcy Court that deems or renders unnecessary the same.

(f) “Contract” means any contract, indenture, note, bond, lease, sublease, license or other agreement that is binding upon a Person or its property.

(g) “Documents” means all of the Company’s written files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, plans, operating records, safety and environmental reports, data, studies and documents, Tax Returns, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, research material, technical documentation (design specifications, engineering information, test results, maintenance schedules, functional requirements, operating instructions, logic manuals, processes, 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, in each case whether or not in electronic form.

(h) “Encumbrance” means any lien (as defined in Section 101(37) of the Bankruptcy Code), encumbrance, claim (as defined in Section 101(5) of the Bankruptcy Code), charge, mortgage, deed of trust, option, pledge, security interest or similar interests, title defects, hypothecations, easements, rights of way, encroachments, judgments, conditional sale or other title retention agreements and other similar impositions, imperfections or defects of title or restrictions on transfer or use.

(i) “Ex-U.S. Domain Names” means the Internet domain names “toysrus.TLD” or “babiesrus.TLD”, where “TLD” is any top-level domain extension other than .com, .net, .org or .us.

(j) “Ex-U.S. E-Commerce Sites” means the websites operated under any Ex-U.S. Domain Names.

(k) “Excluded Content” means any Shared Content or Third-Party Content.

(l) “Excluded Software” means any Shared Software or Third-Party Software.

(m) “Final Order” means an order or judgment of the Bankruptcy Court or any other court of competent jurisdiction entered by the clerk of the Bankruptcy Court or such other court on the docket in Sellers’ Bankruptcy Case or the docket of such other court, which has not been modified, amended, reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, reargument or rehearing shall then be



pending or (b) if an appeal, writ of certiorari new trial, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court or other court of competent jurisdiction shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such order, shall not cause such order not to be a Final Order.

(n) “Governmental Authorization” means any permit, license, certificate, approval, consent, permission, clearance, designation, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

(o) “Governmental Body” means any government, quasi governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether foreign, federal, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.

(p) “HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the regulations promulgated thereunder.

(q) “Intellectual Property” means all of the following: (i) patents, patent applications and patent disclosures; (ii) trademarks, service marks, trade dress, corporate names and Internet domain names, together with all goodwill associated with each of the foregoing; (iii) copyrights; (iv) registrations and applications for any of the foregoing; (v) trade secrets and know-how; and (vi) all other intellectual property.

(r) “Intercompany License” means that certain License Agreement made as of January 23, 2004 between Geoffrey, Inc. and Toys “R” US-Delaware, Inc., as amended.

(s) “Knowledge” or “Knowledge of the Company” means the actual knowledge of [\_\_\_\_\_].

(t) “Law” means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, determination, decision, opinion or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

(u) “Liability” means, as to any Person, any debt, adverse claim, liability (including any liability that results from, relates to or arises out of tort or any other product liability claim), duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution or premium of any kind or nature whatsoever, whether

known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

(v) “Material Adverse Effect” means any event, change, occurrence or effect (each, an “Effect”) that, individually or in the aggregate with all other Effects, has had, or would reasonably be expected to have, a material adverse effect on the Acquired Assets and Assumed Liabilities, taken as whole; provided that none of the following shall constitute, or be taken into account in determining whether or not there has been, a Material Adverse Effect: (i) Effects in, arising from or relating to general business or economic conditions affecting the industry in which the Company and its Subsidiaries operate, (ii) Effects in, arising from or relating to national or international political or social conditions, including the engagement by the United States in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military, cyber or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, asset, equipment or personnel of the United States, (iii) Effects in, arising from or relating to financial, banking, or securities markets (including (A) any disruption of any of the foregoing markets, (B) any change in currency exchange rates, (C) any decline or rise in the price of any security, commodity, contract or index and (D) any increased cost, or decreased availability, of capital or pricing or terms related to any financing for the transactions contemplated by this Agreement), (iv) Effects in, arising from or relating to changes in, Laws or other binding directives or determinations issued or made by or agreements with or consents of any Governmental Body (including, for the avoidance of doubt, any such items related to Section 6.4), (v) Effects in, arising from or relating to (A) the taking of any action permitted or contemplated by this Agreement or at the request of Purchaser or its Affiliates, (B) the failure to take any action if such action is prohibited by this Agreement, (C) Purchaser’s failure to consent to any of the actions restricted in Section 6.1 or (D) the negotiation, announcement or pendency of this Agreement or the transactions contemplated hereby or the identity, nature or ownership of Purchaser, (vi) Effects in, arising from or relating to any existing event, occurrence, or circumstance with respect to which Purchaser has knowledge as of the date hereof, including any matter set forth in the Schedules, (vii) any failure, in and of itself, to achieve any budgets, projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Purchaser or its Affiliates or Advisors) (but, for the avoidance of doubt, not the underlying causes of any such failure to the extent such underlying cause is not otherwise excluded from the definition of Material Adverse Effect), (viii) the effect of any action taken by the Purchaser or its Affiliates with respect to the transactions completed by this Agreement or the financing thereof (ix) the matters set forth on the Schedules and any changes or developments in, or effects or results arising from or relating to, matters expressly set forth on the Schedules, or (x)(A) the commencement or pendency of the Bankruptcy Case; (B) any objections in the Bankruptcy Court to (1) this Agreement or any of the transactions contemplated hereby or thereby, (2) the reorganization of Sellers and any related plan of reorganization or disclosure statement, (3) the Bidding Procedures Motion and Sale Motion or (4) the assumption or rejection of any Assigned Contract; (C) any Order of the Bankruptcy Court or any actions or omissions of Sellers or their Subsidiaries in compliance therewith; except in the case of the clauses (i), (ii) or (iii), to the extent such Effects have a materially disproportionate impact on the Acquired Assets taken as a whole, as compared to assets of a substantially similar

nature used by other participants engaged in the industries and geographies in which Sellers operate.

(w) “Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body, including any Order entered by the Bankruptcy Court in the Bankruptcy Case (including the Sale Order).

(x) “Permitted Encumbrances” means (i) Encumbrances for utilities and Taxes not yet due and payable, being contested in good faith, or the nonpayment of which is permitted pursuant to applicable bankruptcy law (ii) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments against any of the Acquired Assets which do not, individually or in the aggregate, adversely affect the operation of the Acquired Assets, (iii) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law, (iv) materialmans’, mechanics’, artisans’, shippers’, warehousemans’ or other similar common law or statutory liens incurred in the ordinary course for amounts not yet due and payable, (v) licenses granted on a non-exclusive basis, (vi) the Existing Licenses, (vii) such other Encumbrances or title exceptions as Purchaser may approve in writing in its sole discretion or which do not, individually or in the aggregate, materially and adversely affect the operation of the Acquired Assets, (viii) any Encumbrances set forth on Schedule 11.1(x) and (ix) any Encumbrances that will be removed or released by operation of the Sale Order.

(y) “Person” means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, estate, Governmental Body or other entity or group.

(z) “PetSmart License” means that certain Trademark License Agreement entered into on May 12, 2011 by and between Geoffrey, LLC, Toys “R” Us (Canada) Ltd., and PetSmart Home Office, Inc. (as assignee from PetSmart, Inc.), as amended.

(aa) “Purchaser Group” means Purchaser, any Affiliate of Purchaser and each of their respective former, current or future Affiliates, officers, directors, employees, partners, members, managers, agents, Advisors, successors or permitted assigns.

(bb) “Sale Motion” means the motion or motions of the Company seeking approval and entry of the Sale Order.

(cc) “Sale Order” means an order substantially in the form attached hereto as Exhibit C and otherwise reasonably acceptable to the Parties.

(dd) “Seller Parties” means Sellers and the Company’s Subsidiaries and each of their respective former, current, or future Affiliates, officers, directors, employees, partners, members, equityholders, controlling or controlled persons, managers, agents, Advisors, successors or permitted assigns.

(ee) “Shared Content” means any content that is displayed on the U.S. E-commerce Sites and also displayed on any Ex-U.S. E-Commerce Sites, excluding Third-Party Content.



(ff) “Shared Software” means any software that (i) is used in (A) the operation of the U.S. E-commerce Sites or (B) any mobile applications used exclusively in connection with the U.S. E-commerce Sites and (ii) also used by or on behalf of the Company or any of its Subsidiaries either (A) in the operation of any Ex-U.S. E-Commerce Sites or (B) in connection with the operation of any physical stores, excluding Third-Party Software.

(gg) “Subsidiary” or “Subsidiaries” means, with respect to any Person, any corporation of which a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or any partnership, association or other business entity of which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof.

(hh) “Tax” or “Taxes” means any federal, state, local, non-U.S. or other income, gross receipts, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, ad valorem/personal property, stamp, excise, occupation, sales, use, transfer, value added, import, export, alternative minimum or estimated tax, including any interest, penalty or addition thereto.

(ii) “Tax Return” means any return, claim for refund, report, statement or information return relating to Taxes, including any schedule or attachment thereto, and including any amendments thereof.

(jj) “Third Party” means any Person other than the Company or its Subsidiaries.

(kk) “Third-Party Content” means content licensed from a Third Party.

(ll) “Third-Party Software” means software licensed from a Third Party.

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11.3 Rules of Interpretation. Unless otherwise expressly provided in this Agreement, the following will apply to this Agreement, the Schedules and any other certificate, instrument, agreement or other document contemplated hereby or delivered hereunder.

(a) The terms “hereof,” “herein” and “hereunder” and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement. Section, clause, Schedule and Exhibit references contained in this Agreement are references to sections, clauses, Schedules and Exhibits in or to this Agreement, unless otherwise specified. 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 capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(b) Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” Where the context permits, the use of the term “or” will be equivalent to the use of the term “and/or.”

(c) The words “to the extent” shall mean “the degree by which” and not “if.”

(d) 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 will be excluded. If the last day of such period is a day other than a Business Day, the period in question will end on the next succeeding Business Day.

(e) Words denoting any gender will include all genders, including the neutral gender. Where a word is defined herein, references to the singular will include references to the plural and vice versa.

(f) The word “will” will be construed to have the same meaning and effect as the word “shall.” The words “shall,” “will,” or “agree(s)” are mandatory, and “may” is permissive.

(g) All references to “\$” and dollars will be deemed to refer to United States currency unless otherwise specifically provided.

(h) All references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(i) Any document or item will be deemed “delivered,” “provided” or “made available” by the Company, within the meaning of this Agreement if such document or item (a) is included in the Dataroom, (b) actually delivered or provided to Purchaser or any of Purchaser’s Advisors or (c) made available upon request, including at the Company’s or any of its Subsidiaries’ offices.

(j) Any reference to any agreement or contract will be a reference to such agreement or contract, as amended, modified, supplemented or waived.

(k) Any reference to any particular Code section or any Law will be interpreted to include any amendment to, revision of or successor to that section or Law regardless of how it is numbered or classified; provided that, for the purposes of the representations and warranties set forth herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Code section or Law, the reference to such Code section or Law means such Code section or Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(l) All references to a day or days shall be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

*[Signature page(s) follow.]*

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

**[PURCHASER]**

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

**TOYS “R” US, INC.**

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

**GEOFFREY, LLC**

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

**[SELLERS]**

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





### **Disclosure Schedule**

This Disclosure Schedule (this “Disclosure Schedule”) is made and given pursuant to that certain Asset Purchase Agreement (the “Agreement”), dated as of [●], 2018, by and among [●]. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement.





The disclosure of any item in any section or subsection of this Disclosure Schedule will be deemed disclosure with respect to each other section and subsection of this Disclosure Schedule to which it is reasonably apparent on the face of such disclosure that such disclosure is applicable to such other section or subsection. The specification of any dollar amount in the representations and warranties contained in the Agreement or the inclusion of any specific item in this Disclosure Schedule is not intended to imply that such amounts (or higher or lower amounts) are or are not material, and no party shall use the fact of the setting of such amounts or the fact of the inclusion of any such item in this Disclosure Schedule in any dispute or controversy between the parties as to whether any obligation, item, or matter not described herein or included in a Disclosure Schedule is or is not material for purposes of the Agreement. References herein to any document do not purport to be complete and are qualified in their entirety by the referenced document itself.





**Schedule 1.1(a)**

**U.S. Trademark Assets**

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Owner
"R" & Design 	U.S.	76386805 3/18/2002	2715408 5/13/2003	Geoffrey, LLC
"R" (Stylized) 	U.S.	75876240 12/20/1999	2469154 7/17/2001	Geoffrey, LLC
"R" US	U.S.	75147288 8/8/1996	2282394 10/5/1999	Geoffrey, LLC
1-888-BABYRUS	U.S.	76093058 7/20/2000	2587410 7/2/2002	Geoffrey, LLC
BABIES "R" US	U.S.	85066530 6/18/2010	3895642 12/21/2010	Geoffrey, LLC
BABIES "R" US	U.S.	76162515 11/9/2000	2494425 10/2/2001	Geoffrey, LLC
BABIES "R" US	U.S.	75017902 11/13/1995	2046673 3/18/1997	Geoffrey, LLC
BABIES "R" US BATH	U.S.	86818157 11/12/2015	5210183 5/23/2017	Geoffrey, LLC
BABIES "R" US CARE	U.S.	87010952 4/22/2016		Geoffrey, LLC
BABIES "R" US SAFETY PROTECT YOUR BABY	U.S.	86484738 12/18/2014	5186948 4/18/2017	Geoffrey, LLC
BABIES R US	U.S.	86926513 3/2/2016		Geoffrey, LLC
BABIES R US NEXT STEPS	U.S.	86515505 1/27/2015	4956955 5/10/2016	Geoffrey, LLC
BABIESRUS	U.S.	77931308 2/9/2010	3849863 9/21/2010	Geoffrey, LLC
BABIESRUS & Design 	U.S.	77881927 11/30/2009	77881927 10/12/2010	Geoffrey, LLC
BABIESRUS & Design 	U.S.	77714905 4/15/2009	3724926 12/15/2009	Geoffrey, LLC
BABIESRUS.COM	U.S.	75772393 8/10/1999	2691300 2/25/2003	Geoffrey, LLC



Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Owner
BIRTHDAYS "R" US	U.S.	78473401 8/25/2004	3065294 3/7/2006	Geoffrey, LLC
Design Only 	U.S.	85170505 11/5/2010	3992860 7/12/2011	Geoffrey, LLC
Design Only 	U.S.	76453342 9/27/2002	2755746 8/26/2003	Geoffrey, LLC
Design Only 	U.S.	74645076 3/7/1995	1980756 6/18/1996	Geoffrey, LLC
Design Only 	U.S.	73429052 6/6/1983	1287473 7/24/1984	Geoffrey, LLC
GEOFFREY'S	U.S.	78271131 7/7/2003	3225509 4/3/2007	Geoffrey, LLC
GEOFFREY'S AWESOME BIRTHDAY SWEEPSTAKES	U.S.	86745470 9/2/2015	5210056 5/23/2017	Geoffrey, LLC
GEOFFREY'S AWESOME SHOW	U.S.	87196785 10/7/2016	—	Geoffrey, LLC
GEOFFREY'S JUNGLE	U.S.	85372222 7/15/2011	4234896 10/30/2012	Geoffrey, LLC
GEOFFREY'S MOST WANTED	U.S.	86790726 10/16/2015	—	Geoffrey, LLC
GEOFFREY'S TOYS "R" US	U.S.	78396219 5/5/2004	2970366 7/19/2005	Geoffrey, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Owner
KIDSRUS	U.S.	85978819 12/15/2011	4441518 11/26/2013	Geoffrey, LLC
KIDSRUS	U.S.	85139917 9/28/2010	4335245 5/14/2013	Geoffrey, LLC
PUPPIESRUS	U.S.	86073218 9/24/2013	4964953 7/28/2015	Geoffrey, LLC
PUPPIESRUS	U.S.	86976520 9/24/2013	4783571 7/28/2015	Geoffrey, LLC
R & Design 	U.S.	77655117 1/23/2009	3647537 6/30/2009	Geoffrey, LLC
R & Design 	U.S.	77461047 4/29/2008	3655643 7/14/2009	Geoffrey, LLC
R US	U.S.	75876241 12/20/1999	2442370 4/10/2001	Geoffrey, LLC
R US & Design 	U.S.	77657237 1/27/2009	3647541 6/30/2009	Geoffrey, LLC
Sound Mark "I don't wanna grow up, I'm a Toys R Us kid..." 	U.S.	78947644 8/8/2006	3307300 10/9/2007	Geoffrey, LLC
SPORTS "R" US	U.S.	78432500 6/9/2004	2981142 8/2/2005	Geoffrey, LLC
SPORTSRUS.COM	U.S.	76097656 7/27/2000	2813374 2/10/2004	Geoffrey, LLC
STICKERS "R" US	U.S.	75876242 12/20/1999	2467339 7/10/2001	Geoffrey, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Owner
THE BEST SPORTS STORE FOR KIDS AND MORE	U.S.	78279431 7/28/2003	2973555 7/19/2005	Geoffrey, LLC
THE CENTER OF THE TOY UNIVERSE	U.S.	76145856 10/12/2000	2776168 10/21/2003	Geoffrey, LLC
THE GEOFFREY SHUFFLE	U.S.	86717744 8/7/2015	5151995 2/28/2017	Geoffrey, LLC
THE GREAT BIG TOYS "R" US BOOK OF AWESOME!	U.S.	86702895 7/23/2015	4954555 5/10/2016	Geoffrey, LLC
THE WORLD'S GREATEST TOY STORE	U.S.	77004257 9/21/2006	3292400 9/11/2007	Geoffrey, LLC
TOY GUIDE FOR DIFFERENTLY-ABLED KIDS	U.S.	77006292 9/25/2006	3364238 1/8/2008	Geoffrey, LLC
TOYS "R" US	U.S.	78195423 12/17/2002	2797686 12/23/2003	Geoffrey, LLC
TOYS "R" US	U.S.	76453343 9/27/2002	2758567 9/2/2003	Geoffrey, LLC
TOYS "R" US	U.S.	75662997 3/18/1999	2364201 7/4/2000	Geoffrey, LLC
TOYS "R" US	U.S.	75126558 6/27/1996	2063369 5/20/1997	Geoffrey, LLC
TOYS "R" US	U.S.	75023624 11/22/1995	2019153 11/26/1996	Geoffrey, LLC
TOYS "R" US (Stylized) 	U.S.	73290146 12/17/1980	1215353 11/2/1982	Geoffrey, LLC
TOYS "R" US (Stylized) 	U.S.	72320104 3/19/1969	0902125 11/10/1970	Geoffrey, LLC
TOYS "R" US TOY BOX	U.S.	78272088 7/9/2003	3003574 10/4/2005	Geoffrey, LLC
TOYS R US & Design 	U.S.	77881922 11/30/2009	3859458 10/12/2010	Geoffrey, LLC
TOYS "R" US & Design 	U.S.	75786109 8/26/1999	2362269 6/27/2000	Geoffrey, LLC
TOYS R US PETS	U.S.	85280842 3/30/2011	4176651 7/17/2012	Geoffrey, LLC
TOYSRUS	U.S.	77771324 6/30/2009	3815634 7/6/2010	Geoffrey, LLC
TOYSRUS & Design 	U.S.	77714904 4/15/2009	3724925 12/15/2009	Geoffrey, LLC
TOYSRUS.COM	U.S.	75639021 2/11/1999	2370396 7/25/2000	Geoffrey, LLC
WHY SHOP ANYWHERE ELSE FOR KIDS? WHY?	U.S.	85709093 8/21/2012	4408382 9/24/2013	Geoffrey, LLC
WHY SHOP ANYWHERE ELSE FOR TOYS? WHY?	U.S.	85709088 8/21/2012	4408381 9/24/2013	Geoffrey, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Owner
YOUR DREAM REGISTRY GUIDE	U.S.	86545117 2/25/2015	4888118 1/19/2016	Geoffrey, LLC

**Schedule 1.1(b)**

**U.S. Domain Names**

<b>Domain Name</b>	<b>Account</b>	<b>TLD</b>
1800toysrus.com	Geoffrey LLC (toysrusinc)	.com
adulttoysrus.com	Geoffrey LLC (toysrusinc)	.com
adult-sex-toys-r-us.com	Geoffrey LLC (toysrusinc)	.com
adulttoysrus.com	Geoffrey LLC (toysrusinc)	.com
adult-toysrus.com	Geoffrey LLC (toysrusinc)	.com
adult-toys-r-us.com	Geoffrey LLC (toysrusinc)	.com
adulttoysrus.us	Geoffrey LLC (toysrusinc)	.us
adulttoysrusshop.com	Geoffrey LLC (toysrusinc)	.com
adulttoyzrus.com	Geoffrey LLC (toysrusinc)	.com
appointments-r-us.com	Geoffrey LLC (toysrusinc)	.com
babes-r-us.com	Geoffrey LLC (toysrusinc)	.com
babesrus.org	Geoffrey LLC (toysrusinc)	.org
babiesrus.com	Geoffrey LLC (toysrusinc)	.com
babiesrus.com	Geoffrey LLC (toysrusinc)	.com
babiesr-us.com	Geoffrey LLC (toysrusinc)	.com
babies-r-us.com	Geoffrey LLC (toysrusinc)	.com
babiesrus.net	Geoffrey LLC (toysrusinc)	.net
babies-r-us.net	Geoffrey LLC (toysrusinc)	.net
babiesrus.org	Geoffrey LLC (toysrusinc)	.org
babies-r-us.org	Geoffrey LLC (toysrusinc)	.org
babiesrus.us	Geoffrey LLC (toysrusinc)	.us
babies-r-us.us	Geoffrey LLC (toysrusinc)	.us
babiesrusbabyfood.com	Geoffrey LLC (toysrusinc)	.com
babiesrusformula.com	Geoffrey LLC (toysrusinc)	.com
babiesrusformulas.com	Geoffrey LLC (toysrusinc)	.com

Domain Name	Account	TLD
babiesrusinc.com	Geoffrey LLC (toysrusinc)	.com
babiesrusoffers.com	Geoffrey LLC (toysrusinc)	.com
babiesrusoffers.net	Geoffrey LLC (toysrusinc)	.net
babiesrusoffers.org	Geoffrey LLC (toysrusinc)	.org
babiesrusoffers.us	Geoffrey LLC (toysrusinc)	.us
babiesrusrental.com	Geoffrey LLC (toysrusinc)	.com
babiesrusrentals.com	Geoffrey LLC (toysrusinc)	.com
babiesrustavelrental.com	Geoffrey LLC (toysrusinc)	.com
babiesrustv.com	Geoffrey LLC (toysrusinc)	.com
babiesusrus.com	Geoffrey LLC (toysrusinc)	.com
babiesusrus.com	Geoffrey LLC (toysrusinc)	.com
babyproductsrus.com	Geoffrey LLC (toysrusinc)	.com
babyrus.com	Geoffrey LLC (toysrusinc)	.com
babyrus.net	Geoffrey LLC (toysrusinc)	.net
babyrus.org	Geoffrey LLC (toysrusinc)	.org
babysrus.com	Geoffrey LLC (toysrusinc)	.com
babys-r-us.com	Geoffrey LLC (toysrusinc)	.com
babysuperstore.com	Geoffrey LLC (toysrusinc)	.com
bars-r-us.com	Geoffrey LLC (toysrusinc)	.com
bars-r-us.net	Geoffrey LLC (toysrusinc)	.net
bikesrus.com	Geoffrey LLC (toysrusinc)	.com
birthdaysrus.com	Geoffrey LLC (toysrusinc)	.com
birthdaysrus.net	Geoffrey LLC (toysrusinc)	.net
birthdaysrus.org	Geoffrey LLC (toysrusinc)	.org
bistros-r-us.net	Geoffrey LLC (toysrusinc)	.net
boatsrus.com	Geoffrey LLC (toysrusinc)	.com
boatsrus.net	Geoffrey LLC (toysrusinc)	.net
booksrus.com	Geoffrey LLC (toysrusinc)	.com
books-r-us.com	Geoffrey LLC (toysrusinc)	.com



Domain Name	Account	TLD
booksrus.net	Geoffrey LLC (toysrusinc)	.net
books-r-us.net	Geoffrey LLC (toysrusinc)	.net
booksrus.org	Geoffrey LLC (toysrusinc)	.org
boysrus.com	Geoffrey LLC (toysrusinc)	.com
boys-r-us.com	Geoffrey LLC (toysrusinc)	.com
boysrus.org	Geoffrey LLC (toysrusinc)	.org
boyz-r-us.com	Geoffrey LLC (toysrusinc)	.com
broadcasttoysrus.com	Geoffrey LLC (toysrusinc)	.com
brustatus.com	Geoffrey LLC (toysrusinc)	.com
burgers-r-us.net	Geoffrey LLC (toysrusinc)	.net
cablezrus.com	Geoffrey LLC (toysrusinc)	.com
cafes-r-us.com	Geoffrey LLC (toysrusinc)	.com
campgeoffrey.com	Geoffrey LLC (toysrusinc)	.com
carphones-r-us.com	Geoffrey LLC (toysrusinc)	.com
carphones-r-us.net	Geoffrey LLC (toysrusinc)	.net
cellphones-r-us.com	Geoffrey LLC (toysrusinc)	.com
cellphones-r-us.net	Geoffrey LLC (toysrusinc)	.net
cigars-r-us.com	Geoffrey LLC (toysrusinc)	.com
cinsource.com	Geoffrey LLC (toysrusinc)	.com
cisb2b.com	Geoffrey LLC (toysrusinc)	.com
cocksrus.com	Geoffrey LLC (toysrusinc)	.com
collegkidsrus.com	Geoffrey LLC (toysrusinc)	.com
collegkidsrus.net	Geoffrey LLC (toysrusinc)	.net
collegkidsrus.org	Geoffrey LLC (toysrusinc)	.org
computers-r-us.com	Geoffrey LLC (toysrusinc)	.com
computersrus.net	Geoffrey LLC (toysrusinc)	.net
cycles-r-us.com	Geoffrey LLC (toysrusinc)	.com
desklampsrus.com	Geoffrey LLC (toysrusinc)	.com
destinations-r-us.com	Geoffrey LLC (toysrusinc)	.com

Domain Name	Account	TLD
destinations-r-us.net	Geoffrey LLC (toysrusinc)	.net
discountoys.com	Geoffrey LLC (toysrusinc)	.com
dollsrus.com	Geoffrey LLC (toysrusinc)	.com
drinks-r-us.com	Geoffrey LLC (toysrusinc)	.com
faoinc.com	Geoffrey LLC (toysrusinc)	.com
farmtoysrus.com	Geoffrey LLC (toysrusinc)	.com
flatpacksrus.net	Geoffrey LLC (toysrusinc)	.net
fucktoysrus.com	Geoffrey LLC (toysrusinc)	.com
fucktoysrus.net	Geoffrey LLC (toysrusinc)	.net
fucktoysrus.org	Geoffrey LLC (toysrusinc)	.org
funtoysrus.com	Geoffrey LLC (toysrusinc)	.com
funtoysrus.net	Geoffrey LLC (toysrusinc)	.net
gamesrus.com	Geoffrey LLC (toysrusinc)	.com
games-r-us.com	Geoffrey LLC (toysrusinc)	.com
gamesrus.org	Geoffrey LLC (toysrusinc)	.org
gardensrus.com	Geoffrey LLC (toysrusinc)	.com
gaysextoysareus.com	Geoffrey LLC (toysrusinc)	.com
gays-r-us.com	Geoffrey LLC (toysrusinc)	.com
gaytoysrus.com	Geoffrey LLC (toysrusinc)	.com
gay-toysrus.com	Geoffrey LLC (toysrusinc)	.com
geeksrus.com	Geoffrey LLC (toysrusinc)	.com
geoffrey.com	Geoffrey LLC (toysrusinc)	.com
geoffreyboxoffice.com	Geoffrey LLC (toysrusinc)	.com
geoffreygiraffe.com	Geoffrey LLC (toysrusinc)	.com
geoffreysbdayclub.com	Geoffrey LLC (toysrusinc)	.com
geoffreysbirthdayclub.com	Geoffrey LLC (toysrusinc)	.com
geoffreysboxoffice.com	Geoffrey LLC (toysrusinc)	.com
geoffreysfunday.com	Geoffrey LLC (toysrusinc)	.com
geoffreysjungle.com	Geoffrey LLC (toysrusinc)	.com

Domain Name	Account	TLD
geoffreystoysrus.com	Geoffrey LLC (toysrusinc)	.com
gettoysrus.com	Geoffrey LLC (toysrusinc)	.com
giftrus.com	Geoffrey LLC (toysrusinc)	.com
giftsareus.com	Geoffrey LLC (toysrusinc)	.com
giftsrus.com	Geoffrey LLC (toysrusinc)	.com
girafficparty.com	Geoffrey LLC (toysrusinc)	.com
girlsrus.com	Geoffrey LLC (toysrusinc)	.com
girls-r-us.com	Geoffrey LLC (toysrusinc)	.com
girlsrus.net	Geoffrey LLC (toysrusinc)	.net
girls-r-us.net	Geoffrey LLC (toysrusinc)	.net
girls-r-us.org	Geoffrey LLC (toysrusinc)	.org
golfclubs-r-us.com	Geoffrey LLC (toysrusinc)	.com
grandparentsrus.net	Geoffrey LLC (toysrusinc)	.net
grandparentsrus.org	Geoffrey LLC (toysrusinc)	.org
gunsrus.com	Geoffrey LLC (toysrusinc)	.com
gyms-r-us.com	Geoffrey LLC (toysrusinc)	.com
happybabiesrus.com	Geoffrey LLC (toysrusinc)	.com
hobbiesareus.com	Geoffrey LLC (toysrusinc)	.com
hobbiesrus.com	Geoffrey LLC (toysrusinc)	.com
homes-r-usrealestate.com	Geoffrey LLC (toysrusinc)	.com
ihatetoysrus.com	Geoffrey LLC (toysrusinc)	.com
ihatetoysrus.net	Geoffrey LLC (toysrusinc)	.net
ihatetoysrus.org	Geoffrey LLC (toysrusinc)	.org
ihatetoysrus.us	Geoffrey LLC (toysrusinc)	.us
imatoyruskid.com	Geoffrey LLC (toysrusinc)	.com
inns-r-us.com	Geoffrey LLC (toysrusinc)	.com
internetsales-r-us.com	Geoffrey LLC (toysrusinc)	.com
iwanttobeatoyrusmom.com	Geoffrey LLC (toysrusinc)	.com
jetskis-r-us.com	Geoffrey LLC (toysrusinc)	.com

Domain Name	Account	TLD
jobs-rus.com	Geoffrey LLC (toysrusinc)	.com
kaybee.com	Geoffrey LLC (toysrusinc)	.com
kaybeekid.com	Geoffrey LLC (toysrusinc)	.com
kaybeekid.net	Geoffrey LLC (toysrusinc)	.net
kaybeekids.net	Geoffrey LLC (toysrusinc)	.net
kaybeewholesale.com	Geoffrey LLC (toysrusinc)	.com
kaybee-wholesale.com	Geoffrey LLC (toysrusinc)	.com
kaybeewholesale.net	Geoffrey LLC (toysrusinc)	.net
kaybee-wholesale.net	Geoffrey LLC (toysrusinc)	.net
kaybeewholesale.org	Geoffrey LLC (toysrusinc)	.org
kbauction.com	Geoffrey LLC (toysrusinc)	.com
kbauction.org	Geoffrey LLC (toysrusinc)	.org
kbauctions.com	Geoffrey LLC (toysrusinc)	.com
kbauctions.net	Geoffrey LLC (toysrusinc)	.net
kbauctions.org	Geoffrey LLC (toysrusinc)	.org
kbbaby.com	Geoffrey LLC (toysrusinc)	.com
kbbaby.net	Geoffrey LLC (toysrusinc)	.net
kbbenchmarktest.com	Geoffrey LLC (toysrusinc)	.com
kbchapter11.com	Geoffrey LLC (toysrusinc)	.com
kbchapter11.net	Geoffrey LLC (toysrusinc)	.net
kbcloseout.com	Geoffrey LLC (toysrusinc)	.com
kbcloseout.net	Geoffrey LLC (toysrusinc)	.net
kbcloseouts.com	Geoffrey LLC (toysrusinc)	.com
kbcloseouts.net	Geoffrey LLC (toysrusinc)	.net
kbcollect.com	Geoffrey LLC (toysrusinc)	.com
kbcollectors.com	Geoffrey LLC (toysrusinc)	.com
kbcollectors.net	Geoffrey LLC (toysrusinc)	.net
kbcollectors.org	Geoffrey LLC (toysrusinc)	.org
kbdeals.com	Geoffrey LLC (toysrusinc)	.com

Domain Name	Account	TLD
kbdeals.net	Geoffrey LLC (toysrusinc)	.net
kbdeals.org	Geoffrey LLC (toysrusinc)	.org
kbexclusives.com	Geoffrey LLC (toysrusinc)	.com
kbexport.com	Geoffrey LLC (toysrusinc)	.com
kbgame.com	Geoffrey LLC (toysrusinc)	.com
kbgifts.com	Geoffrey LLC (toysrusinc)	.com
kbkids.com	Geoffrey LLC (toysrusinc)	.com
kb-kids.com	Geoffrey LLC (toysrusinc)	.com
k-bkids.com	Geoffrey LLC (toysrusinc)	.com
kbkids.net	Geoffrey LLC (toysrusinc)	.net
kbkids.org	Geoffrey LLC (toysrusinc)	.org
kbkidsucks.com	Geoffrey LLC (toysrusinc)	.com
kbkidswholesale.org	Geoffrey LLC (toysrusinc)	.org
kbkidsz.com	Geoffrey LLC (toysrusinc)	.com
kbkidz.com	Geoffrey LLC (toysrusinc)	.com
kbstores.com	Geoffrey LLC (toysrusinc)	.com
kbsurvey.com	Geoffrey LLC (toysrusinc)	.com
kbinfo.com	Geoffrey LLC (toysrusinc)	.com
kbtoyexpress.com	Geoffrey LLC (toysrusinc)	.com
kbtoyoutlet.com	Geoffrey LLC (toysrusinc)	.com
kbtoyoutlets.com	Geoffrey LLC (toysrusinc)	.com
kbtoys.com	Geoffrey LLC (toysrusinc)	.com
kbtoys11.com	Geoffrey LLC (toysrusinc)	.com
kbtoys11.net	Geoffrey LLC (toysrusinc)	.net
kbtoysbankruptcy.com	Geoffrey LLC (toysrusinc)	.com
kbtoysexpress.com	Geoffrey LLC (toysrusinc)	.com
kbtoysstores.com	Geoffrey LLC (toysrusinc)	.com
kbtoysstores.com	Geoffrey LLC (toysrusinc)	.com
kbtoywork.com	Geoffrey LLC (toysrusinc)	.com

Domain Name	Account	TLD
kbtoyworks.com	Geoffrey LLC (toysrusinc)	.com
kbtoyworks.net	Geoffrey LLC (toysrusinc)	.net
kbvideogames.com	Geoffrey LLC (toysrusinc)	.com
kbvideos.com	Geoffrey LLC (toysrusinc)	.com
kbwholesale.com	Geoffrey LLC (toysrusinc)	.com
kbwholesale.net	Geoffrey LLC (toysrusinc)	.net
kidrus.net	Geoffrey LLC (toysrusinc)	.net
kidrus.org	Geoffrey LLC (toysrusinc)	.org
kidsareus.com	Geoffrey LLC (toysrusinc)	.com
kidsrus.com	Geoffrey LLC (toysrusinc)	.com
kids-r-us.com	Geoffrey LLC (toysrusinc)	.com
kidsrus.net	Geoffrey LLC (toysrusinc)	.net
kids-r-us.net	Geoffrey LLC (toysrusinc)	.net
kidsrus.org	Geoffrey LLC (toysrusinc)	.org
kids-r-us.org	Geoffrey LLC (toysrusinc)	.org
kidsrus.us	Geoffrey LLC (toysrusinc)	.us
kids-r-us.us	Geoffrey LLC (toysrusinc)	.us
kidsrususa.com	Geoffrey LLC (toysrusinc)	.com
kinkytoysrus.com	Geoffrey LLC (toysrusinc)	.com
kitesrus.com	Geoffrey LLC (toysrusinc)	.com
kizrus.com	Geoffrey LLC (toysrusinc)	.com
krustatus.com	Geoffrey LLC (toysrusinc)	.com
lodges-r-us.com	Geoffrey LLC (toysrusinc)	.com
momsrus.com	Geoffrey LLC (toysrusinc)	.com
moviesrus.com	Geoffrey LLC (toysrusinc)	.com
moviesrus.net	Geoffrey LLC (toysrusinc)	.net
moviesrus.org	Geoffrey LLC (toysrusinc)	.org
mykbstore.com	Geoffrey LLC (toysrusinc)	.com
mykbtoy.com	Geoffrey LLC (toysrusinc)	.com



Domain Name	Account	TLD
mykbtoys.com	Geoffrey LLC (toysrusinc)	.com
mykbtoysstore.com	Geoffrey LLC (toysrusinc)	.com
mykbtoysstores.com	Geoffrey LLC (toysrusinc)	.com
mykbtoystore.com	Geoffrey LLC (toysrusinc)	.com
naughtytoysrus.com	Geoffrey LLC (toysrusinc)	.com
netsales-r-us.com	Geoffrey LLC (toysrusinc)	.com
net-sales-r-us.com	Geoffrey LLC (toysrusinc)	.com
opportunitiesrus.com	Geoffrey LLC (toysrusinc)	.com
ourtoysrus.com	Geoffrey LLC (toysrusinc)	.com
partiesrus.com	Geoffrey LLC (toysrusinc)	.com
partiesrus.net	Geoffrey LLC (toysrusinc)	.net
personalizedbabiesrus.com	Geoffrey LLC (toysrusinc)	.com
personalized-babiesrus.com	Geoffrey LLC (toysrusinc)	.com
personalizedbyrus.com	Geoffrey LLC (toysrusinc)	.com
personalizedgiftsareus.com	Geoffrey LLC (toysrusinc)	.com
personalizedgiftsbyrus.com	Geoffrey LLC (toysrusinc)	.com
personalizedtoysrus.com	Geoffrey LLC (toysrusinc)	.com
personalized-toysrus.com	Geoffrey LLC (toysrusinc)	.com
pharmacyrus.com	Geoffrey LLC (toysrusinc)	.com
pharmacyrus.net	Geoffrey LLC (toysrusinc)	.net
pharmacyrus.org	Geoffrey LLC (toysrusinc)	.org
pharmacyrus.us	Geoffrey LLC (toysrusinc)	.us
poolsrus.com	Geoffrey LLC (toysrusinc)	.com
pornrus.com	Geoffrey LLC (toysrusinc)	.com
portraitsrus.com	Geoffrey LLC (toysrusinc)	.com
rbenefitswebsite.com	Geoffrey LLC (toysrusinc)	.com
rclubrewards.com	Geoffrey LLC (toysrusinc)	.com
rctoysrus.com	Geoffrey LLC (toysrusinc)	.com
recipes-r-us.com	Geoffrey LLC (toysrusinc)	.com

Domain Name	Account	TLD
restaurants-r-us.net	Geoffrey LLC (toysrusinc)	.net
r-exclusive.com	Geoffrey LLC (toysrusinc)	.com
romantictoyrus.com	Geoffrey LLC (toysrusinc)	.com
r-stores.net	Geoffrey LLC (toysrusinc)	.net
r-stores.org	Geoffrey LLC (toysrusinc)	.org
r-us.org	Geoffrey LLC (toysrusinc)	.org
rusbenefits.com	Geoffrey LLC (toysrusinc)	.com
ruscareers.com	Geoffrey LLC (toysrusinc)	.com
ruscollection.com	Geoffrey LLC (toysrusinc)	.com
r-us-domains.com	Geoffrey LLC (toysrusinc)	.com
rusreviews.com	Geoffrey LLC (toysrusinc)	.com
rusreviews.net	Geoffrey LLC (toysrusinc)	.net
rusreviews.org	Geoffrey LLC (toysrusinc)	.org
russtores.com	Geoffrey LLC (toysrusinc)	.com
r-zone.net	Geoffrey LLC (toysrusinc)	.net
rzone.org	Geoffrey LLC (toysrusinc)	.org
rzonecentral.com	Geoffrey LLC (toysrusinc)	.com
rzonegames.com	Geoffrey LLC (toysrusinc)	.com
rzonegames.net	Geoffrey LLC (toysrusinc)	.net
rzonegames.org	Geoffrey LLC (toysrusinc)	.org
saveatmykbtostore.com	Geoffrey LLC (toysrusinc)	.com
saveatmykbtostore.com	Geoffrey LLC (toysrusinc)	.com
schoolgirlsrus.com	Geoffrey LLC (toysrusinc)	.com
schoolsrus.com	Geoffrey LLC (toysrusinc)	.com
sextoysrus.com	Geoffrey LLC (toysrusinc)	.com
sextoys-r-us.com	Geoffrey LLC (toysrusinc)	.com
sex-toysrus.com	Geoffrey LLC (toysrusinc)	.com
sex-toys-r-us.com	Geoffrey LLC (toysrusinc)	.com
sextoyzrus.com	Geoffrey LLC (toysrusinc)	.com

Domain Name	Account	TLD
sextoyz-r-us.com	Geoffrey LLC (toysrusinc)	.com
shades-r-us.com	Geoffrey LLC (toysrusinc)	.com
smokesrus.com	Geoffrey LLC (toysrusinc)	.com
sportsrus.com	Geoffrey LLC (toysrusinc)	.com
sportsrus.org	Geoffrey LLC (toysrusinc)	.org
sweetsrus.com	Geoffrey LLC (toysrusinc)	.com
telecoms-r-us.com	Geoffrey LLC (toysrusinc)	.com
telecoms-r-us.net	Geoffrey LLC (toysrusinc)	.net
telephones-r-us.com	Geoffrey LLC (toysrusinc)	.com
telephones-r-us.net	Geoffrey LLC (toysrusinc)	.net
toyarus.net	Geoffrey LLC (toysrusinc)	.net
toysrus.com	Geoffrey LLC (toysrusinc)	.com
toysrus.net	Geoffrey LLC (toysrusinc)	.net
toyrus.com	Geoffrey LLC (toysrusinc)	.com
toyrus.com	Geoffrey LLC (toysrusinc)	.com
toyrus.net	Geoffrey LLC (toysrusinc)	.net
toy-r-us.net	Geoffrey LLC (toysrusinc)	.net
toyrusexpress.com	Geoffrey LLC (toysrusinc)	.com
toyrustoybox.com	Geoffrey LLC (toysrusinc)	.com
toyrustoybox.net	Geoffrey LLC (toysrusinc)	.net
toyrustoybox.org	Geoffrey LLC (toysrusinc)	.org
toyruus.com	Geoffrey LLC (toysrusinc)	.com
toys.com	Geoffrey LLC (toysrusinc)	.com
toys.org	Geoffrey LLC (toysrusinc)	.org
toys-are-us.com	Geoffrey LLC (toysrusinc)	.com
toysareus.net	Geoffrey LLC (toysrusinc)	.net
toysareus.org	Geoffrey LLC (toysrusinc)	.org
toys-are-us.org	Geoffrey LLC (toysrusinc)	.org
toys-are-us.us	Geoffrey LLC (toysrusinc)	.us

Domain Name	Account	TLD
toysarus.org	Geoffrey LLC (toysrusinc)	.org
toysr.us	Geoffrey LLC (toysrusinc)	.us
toysros.net	Geoffrey LLC (toysrusinc)	.net
toysrus.com	Geoffrey LLC (toysrusinc)	.com
toysrus.com	Geoffrey LLC (toysrusinc)	.com
toys-r-us.com	Geoffrey LLC (toysrusinc)	.com
toysrus.net	Geoffrey LLC (toysrusinc)	.net
toys-r-us.net	Geoffrey LLC (toysrusinc)	.net
toysrus.org	Geoffrey LLC (toysrusinc)	.org
toys-r-us.org	Geoffrey LLC (toysrusinc)	.org
toysrus.us	Geoffrey LLC (toysrusinc)	.us
toysrus.us	Geoffrey LLC (toysrusinc)	.us
toys-r-us.us	Geoffrey LLC (toysrusinc)	.us
toysrusbabyregistry.com	Geoffrey LLC (toysrusinc)	.com
toysrusbenefits.com	Geoffrey LLC (toysrusinc)	.com
toysruscareers.com	Geoffrey LLC (toysrusinc)	.com
toysruschildrensfund.com	Geoffrey LLC (toysrusinc)	.com
toysruscom.com	Geoffrey LLC (toysrusinc)	.com
toysruscom.net	Geoffrey LLC (toysrusinc)	.net
toysrusemail.com	Geoffrey LLC (toysrusinc)	.com
toysrusexpress.com	Geoffrey LLC (toysrusinc)	.com
toysrusflagship.com	Geoffrey LLC (toysrusinc)	.com
toysrusgiftcard.com	Geoffrey LLC (toysrusinc)	.com
toysrusgiftcards.com	Geoffrey LLC (toysrusinc)	.com
toysrusgiftlist.com	Geoffrey LLC (toysrusinc)	.com
toysrusinc.com	Geoffrey LLC (toysrusinc)	.com
toysrus-job.net	Geoffrey LLC (toysrusinc)	.net
toys-r-us-kids.com	Geoffrey LLC (toysrusinc)	.com
toysruslink.com	Geoffrey LLC (toysrusinc)	.com

Domain Name	Account	TLD
toysrus-minimodel.com	Geoffrey LLC (toysrusinc)	.com
toysrusmobile.com	Geoffrey LLC (toysrusinc)	.com
toysrusmovies.com	Geoffrey LLC (toysrusinc)	.com
toysrusmovies.net	Geoffrey LLC (toysrusinc)	.net
toysrusnorthpole.com	Geoffrey LLC (toysrusinc)	.com
toysrusoffers.com	Geoffrey LLC (toysrusinc)	.com
toysrusoffers.net	Geoffrey LLC (toysrusinc)	.net
toysrusoffers.org	Geoffrey LLC (toysrusinc)	.org
toysrusregistry.com	Geoffrey LLC (toysrusinc)	.com
toysrussantaslist.com	Geoffrey LLC (toysrusinc)	.com
toysrussucks.com	Geoffrey LLC (toysrusinc)	.com
toysrustimesquare.com	Geoffrey LLC (toysrusinc)	.com
toysrustimesquare.net	Geoffrey LLC (toysrusinc)	.net
toysrustimesquare.com	Geoffrey LLC (toysrusinc)	.com
toysrustimesquare.net	Geoffrey LLC (toysrusinc)	.net
toysrustower.com	Geoffrey LLC (toysrusinc)	.com
toysrustowers.com	Geoffrey LLC (toysrusinc)	.com
toysrustoybox.com	Geoffrey LLC (toysrusinc)	.com
toysrus-toybox.com	Geoffrey LLC (toysrusinc)	.com
toysrustoybox.net	Geoffrey LLC (toysrusinc)	.net
toysrus-toybox.net	Geoffrey LLC (toysrusinc)	.net
toysrustoybox.org	Geoffrey LLC (toysrusinc)	.org
toysrus-toybox.org	Geoffrey LLC (toysrusinc)	.org
toysrus-toyrun.com	Geoffrey LLC (toysrusinc)	.com
toysrustradeincenter.com	Geoffrey LLC (toysrusinc)	.com
toysrustv.com	Geoffrey LLC (toysrusinc)	.com
toysrususa.com	Geoffrey LLC (toysrusinc)	.com
toysrususa.net	Geoffrey LLC (toysrusinc)	.net
toysrusxpress.com	Geoffrey LLC (toysrusinc)	.com

Domain Name	Account	TLD
toystoystoys.com	Geoffrey LLC (toysrusinc)	.com
toyz.com	Geoffrey LLC (toysrusinc)	.com
toyzrus.com	Geoffrey LLC (toysrusinc)	.com
toyzrus.net	Geoffrey LLC (toysrusinc)	.net
toyzrus.org	Geoffrey LLC (toysrusinc)	.org
toyzzrus.com	Geoffrey LLC (toysrusinc)	.com
trademarksrus.com	Geoffrey LLC (toysrusinc)	.com
treatsrus.com	Geoffrey LLC (toysrusinc)	.com
tru.com	Geoffrey LLC (toysrusinc)	.com
trubdayclub.com	Geoffrey LLC (toysrusinc)	.com
tru-benefits.com	Geoffrey LLC (toysrusinc)	.com
tru-careers.com	Geoffrey LLC (toysrusinc)	.com
truegirlz.com	Geoffrey LLC (toysrusinc)	.com
truegirlz.net	Geoffrey LLC (toysrusinc)	.net
truegirlz.org	Geoffrey LLC (toysrusinc)	.org
truexclusive.com	Geoffrey LLC (toysrusinc)	.com
trufwd.com	Geoffrey LLC (toysrusinc)	.com
trulink.com	Geoffrey LLC (toysrusinc)	.com
trustatus.com	Geoffrey LLC (toysrusinc)	.com
trutown.com	Geoffrey LLC (toysrusinc)	.com
trutown.net	Geoffrey LLC (toysrusinc)	.net
trutown.org	Geoffrey LLC (toysrusinc)	.org
trutoyou.com	Geoffrey LLC (toysrusinc)	.com
turkeysrus.com	Geoffrey LLC (toysrusinc)	.com
twinksrus.com	Geoffrey LLC (toysrusinc)	.com
twinks-r-us.com	Geoffrey LLC (toysrusinc)	.com
unpackingrus.com	Geoffrey LLC (toysrusinc)	.com
unpackingrus.net	Geoffrey LLC (toysrusinc)	.net
unpackingrus.org	Geoffrey LLC (toysrusinc)	.org



Domain Name	Account	TLD
veryimportantbaby.net	Geoffrey LLC (toysrusinc)	.net
vibbaby.com	Geoffrey LLC (toysrusinc)	.com
vibbaby.net	Geoffrey LLC (toysrusinc)	.net
vibcard.net	Geoffrey LLC (toysrusinc)	.net
vibprogram.com	Geoffrey LLC (toysrusinc)	.com
vibprogram.net	Geoffrey LLC (toysrusinc)	.net
videogamesrus.com	Geoffrey LLC (toysrusinc)	.com
virginsrus.com	Geoffrey LLC (toysrusinc)	.com
windsurfers-r-us.com	Geoffrey LLC (toysrusinc)	.com
wintoysrus.com	Geoffrey LLC (toysrusinc)	.com
xxxtoysrusonline.com	Geoffrey LLC (toysrusinc)	.com
yachts-r-us.com	Geoffrey LLC (toysrusinc)	.com
etoys.com	Geoffrey LLC (toysrusinc)	.com
e-toy.com	Geoffrey LLC (toysrusinc)	.com
etoy4less.com	Geoffrey LLC (toysrusinc)	.com
etoys.com	Geoffrey LLC (toysrusinc)	.com
e-toys.com	Geoffrey LLC (toysrusinc)	.com
etoys.net	Geoffrey LLC (toysrusinc)	.net
etoys.org	Geoffrey LLC (toysrusinc)	.org
etoysactive.com	Geoffrey LLC (toysrusinc)	.com
etoys-affiliates.com	Geoffrey LLC (toysrusinc)	.com
etoysapparel.com	Geoffrey LLC (toysrusinc)	.com
etoysauctions.com	Geoffrey LLC (toysrusinc)	.com
etoysbabies.com	Geoffrey LLC (toysrusinc)	.com
etoysbaby.com	Geoffrey LLC (toysrusinc)	.com
etoysbaby.net	Geoffrey LLC (toysrusinc)	.net
etoysbaby.org	Geoffrey LLC (toysrusinc)	.org
etoysbacktoschool.com	Geoffrey LLC (toysrusinc)	.com
etoysbirthday.com	Geoffrey LLC (toysrusinc)	.com

Domain Name	Account	TLD
etoysbirthdays.com	Geoffrey LLC (toysrusinc)	.com
etoysbooks.com	Geoffrey LLC (toysrusinc)	.com
etoyscards.com	Geoffrey LLC (toysrusinc)	.com
etoysclothing.com	Geoffrey LLC (toysrusinc)	.com
etoyscollectibles.com	Geoffrey LLC (toysrusinc)	.com
etoyscomics.com	Geoffrey LLC (toysrusinc)	.com
etoysdiscount.com	Geoffrey LLC (toysrusinc)	.com
etoysfamily.com	Geoffrey LLC (toysrusinc)	.com
etoysfourless.com	Geoffrey LLC (toysrusinc)	.com
etoysgreetingcards.com	Geoffrey LLC (toysrusinc)	.com
etoyshalloween.com	Geoffrey LLC (toysrusinc)	.com
etoys hobbies.com	Geoffrey LLC (toysrusinc)	.com
etoyskids.com	Geoffrey LLC (toysrusinc)	.com
etoyslearning.com	Geoffrey LLC (toysrusinc)	.com
etoysmusic.com	Geoffrey LLC (toysrusinc)	.com
etoysnews.com	Geoffrey LLC (toysrusinc)	.com
etoysorders.com	Geoffrey LLC (toysrusinc)	.com
etoysparents.com	Geoffrey LLC (toysrusinc)	.com
etoysparty.com	Geoffrey LLC (toysrusinc)	.com
etoyspiggybank.com	Geoffrey LLC (toysrusinc)	.com
etoysregistry.com	Geoffrey LLC (toysrusinc)	.com
etoysregistry.net	Geoffrey LLC (toysrusinc)	.net
etoysrus.com	Geoffrey LLC (toysrusinc)	.com
etoysrus.net	Geoffrey LLC (toysrusinc)	.net
etoysrus.org	Geoffrey LLC (toysrusinc)	.org
etoys sports.com	Geoffrey LLC (toysrusinc)	.com
etoys sucks.net	Geoffrey LLC (toysrusinc)	.net
etoystelevision.com	Geoffrey LLC (toysrusinc)	.com
etoystoys.com	Geoffrey LLC (toysrusinc)	.com

Domain Name	Account	TLD
etoystoys.net	Geoffrey LLC (toysrusinc)	.net
etoystadingcards.com	Geoffrey LLC (toysrusinc)	.com
etoysucks.com	Geoffrey LLC (toysrusinc)	.com
etoysvideogames.com	Geoffrey LLC (toysrusinc)	.com
etoyswishlist.com	Geoffrey LLC (toysrusinc)	.com
etoys.com	Geoffrey LLC (toysrusinc)	.com
etoyz.net	Geoffrey LLC (toysrusinc)	.net
etoyz4less.com	Geoffrey LLC (toysrusinc)	.com
etoyz4less.net	Geoffrey LLC (toysrusinc)	.net
etoyzforless.org	Geoffrey LLC (toysrusinc)	.org
ettoys.com	Geoffrey LLC (toysrusinc)	.com
etys.com	Geoffrey LLC (toysrusinc)	.com

**Schedule 1.1(f)**

**Assigned Contracts**

[TBD]

**Schedule 1.3(f)**

**Liabilities**

[TBD]

**Schedule 3.3(a)**

**Conflicts; Consents**

[TBD]

**Schedule 3.3(b)**

**Conflicts; Consents**

[TBD]



**Schedule 3.4**

**Assigned Contracts; Default**

[TBD]

**Schedule 3.5(a)**

**Intellectual Property**

[TBD]

**Schedule 3.6**

**Brokers**

[TBD]

**Schedule 6.1**

**Conduct of Business of Sellers**

[TBD]

**Schedule 6.3**

**Regulatory Approvals**

[TBD]

**Schedule 11.1(x)**

**Permitted Encumbrances**

[TBD]

**Exhibit B**

**Bidder Registration Form**



**OFFER AND BIDDER REGISTRATION FORM**

Bidder, \_\_\_\_\_, hereby:

- Offers to purchase the following U.S. Intellectual Property Assets for the bid set forth below, pursuant to this Offer & Qualified Bidder Form and the terms and conditions of the accompanying Purchase Agreement, and
- Seeks to become a Qualified Bidder pursuant to the terms and conditions of the *Bidding Procedures for the Sale of the Debtors’ U.S. Intellectual Property Assets* subject to approval by the the United States Bankruptcy Court for the Eastern District of Virginia in the chapter 11 cases of *In re Toys “R” Us, Inc.*, Case No. 17-34665 (KLP) (Bankr. E.D. Va. 2018) (the “U.S. Intellectual Property Bidding Procedures”).

Bidder’s offer is for the following U.S. Intellectual Property Assets at the following bids:

<u>U.S. INTELLECTUAL PROPERTY ASSETS</u>	<u>BID/PURCHASE PRICE</u>
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
<b><u>Aggregate Purchase Price:</u></b>	

**Bidder hereby warrants and represents as follows:**

- (a) Bidder has received, reviewed, understands and agrees to abide by the terms and conditions of the U.S. Intellectual Property Bidding Procedures, the terms and conditions of which are incorporated herein by reference.
- (b) Bidder has received, reviewed and understands the terms and conditions of the Purchase Agreement the terms and conditions of which are incorporated herein by reference.
- (c) To the extent that the words and phrases which are capitalized in this Offer & Qualified Bidder Form have been defined in the Bidding Procedures or in the Purchase Agreement, those definitions are incorporated herein by reference.
- (d) Each Bid made at the U.S. Intellectual Property Auction shall constitute a binding, irrevocable “Bid” pursuant to the U.S. Intellectual Property Bidding Procedures.
- (e) Each Bid is and shall be a good faith, bona fide, irrevocable offer to purchase the U.S. Intellectual Property Assets on an as-is, where-is basis, with no contingencies.
- (f) Bidder (a) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the U.S. Intellectual Property Assets in making its offer; (b) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the U.S. Intellectual Property Assets or the completeness of any information provided in connection therewith or the U.S. Intellectual Property Auction other than as provided in the Purchase Agreement; and (c) is not entitled to any break-up fee, termination fee, expense reimbursement, or similar type of payment, (d) and by submitting a Purchase Agreement, waives, and shall be deemed to waive, the right to pursue a substantial contribution claim under § 503 of title 11 of the United States Code (the “Bankruptcy Code”) related in any way to the submission of its bid, the Bidding Procedures, or any earnest money Deposit.
- (g) Bidder is either not represented by a broker seeking a commission, or if Bidder is represented by a broker, Bidder exclusively authorizes broker to submit such offer on behalf of Bidder and that any commission or fee of any type due and payable to such broker as a result of a Sale shall be paid solely by Bidder and Bidder shall indemnify the Debtors and their agents in this regard, and (ii) Bidder acknowledges that it will comply with the U.S. Intellectual Property Bidding Procedures.
- (h) Bidder acknowledges that, pursuant to, *inter alia*, 18 U.S.C. § 371, it is a federal crime to engage in collusive bidding or to chill the bidding.
- (i) Bidder confirms that it has not engaged, and will not engage, in any collusion with respect to the bidding or the U.S. Intellectual Property Sale.
- (j) Identification of how the Bidder will pay the purchase price at Closing.

*[Signatures appear on following page]*

AGREED & ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2018

Company: \_\_\_\_\_

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

Name:

Title:

*BIDDER I.D.*

Bidder's Company: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

Bidder's Contact: \_\_\_\_\_

Bidder's Phone & Facsimile Numbers: \_\_\_\_\_

Bidder's Email Address: \_\_\_\_\_

Bidder's Tax ID Number: \_\_\_\_\_

*ATTORNEY OR AUTHORIZED AGENT I.D.*

Attorney or Agent Name: \_\_\_\_\_

Law Firm or Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone & Facsimile Numbers: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Exhibit 2**

**U.S. Intellectual Property Auction and Hearing Notice**

Edward O. Sassower, P.C.  
 Joshua A. Sussberg, P.C. (admitted *pro hac vice*)  
**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
 601 Lexington Avenue  
 New York, New York 10022  
 Telephone: (212) 446-4800  
 Facsimile: (212) 446-4900

James H.M. Sprayregen, P.C.  
 Anup Sathy, P.C.  
 Chad J. Husnick, P.C. (admitted *pro hac vice*)  
 Emily E. Geier (admitted *pro hac vice*)  
**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
 300 North LaSalle  
 Chicago, Illinois 60654  
 Telephone: (312) 862-2000  
 Facsimile: (312) 862-2200

-and-

Michael A. Condyles (VA 27807)  
 Peter J. Barrett (VA 46179)  
 Jeremy S. Williams (VA 77469)  
**KUTAK ROCK LLP**  
 901 East Byrd Street, Suite 1000  
 Richmond, Virginia 23219-4071  
 Telephone: (804) 644-1700  
 Facsimile: (804) 783-6192

*Co-Counsel to the Debtors and Debtors in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT  
 FOR THE EASTERN DISTRICT OF VIRGINIA  
 RICHMOND DIVISION**

In re:	)	
	)	Chapter 11
	)	
TOYS “R” US, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 17-34665 (KLP)
	)	
Debtors.	)	(Jointly Administered)
	)	

**NOTICE OF BID DEADLINE AND POTENTIAL SALE HEARING**

On [•], 2018 the United States Bankruptcy Court for the Eastern District of Virginia (the “Court”) entered the *Order (I) Establishing Bidding Procedures for the Sale of the Debtors’ U.S. Intellectual Property Assets, Including the U.S. E-Commerce Assets, (II) Approving the Sale of the U.S. Intellectual Property Assets, Including the U.S. E-Commerce Assets, and (III) Granting Related Relief* (the “U.S. Intellectual Property Bidding Procedures Order”),<sup>2</sup> by which the Court

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are set forth in the *Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 78]. The location of the Debtors’ service address is One Geoffrey Way, Wayne, New Jersey 07470.

<sup>2</sup> All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Intellectual Property Bidding Procedures Order or the *Selling Debtors’ Motion for Entry of an Order (I) Establishing Bidding Procedures for the Sale of the Debtors’ U.S. Intellectual Property Assets, Including the U.S.*

approved procedures setting forth the process by which Toys “R” Us - Delaware Inc. (“Toys Delaware”) and Geoffrey LLC (“Geoffrey,” and together with Toys Delaware, the “Selling Debtors,” and each a “Selling Debtor”) are authorized to conduct an auction (the “U.S. Intellectual Property Auction”) for the sale of the Selling Debtors’ United States intellectual property, including the e-commerce platform and related intellectual property assets (the “U.S. Intellectual Property Assets”).

**PLEASE TAKE NOTICE** that the Selling Debtors are soliciting offers for the sale, liquidation, or other disposition of certain of the the Selling Debtors’ U.S. Intellectual Property Assets consistent with the U.S. Intellectual Property Bidding Procedures approved by the Court by entry of an order on [●], 2018 [Docket No.[●]] (the “U.S. Intellectual Property Bidding Procedures Order”). **All interested bidders should carefully read the U.S. Intellectual Property Bidding Procedures and U.S. Intellectual Property Bidding Procedures Order.** To the extent that there are any inconsistencies between this notice and the U.S. Intellectual Property Bidding Procedures or U.S. Intellectual Property Bidding Procedures Order, the U.S. Intellectual Property Bidding Procedures or U.S. Intellectual Property Bidding Procedures Order, as applicable, shall govern in all respects.

**PLEASE TAKE FURTHER NOTICE** that, if the Selling Debtors receive qualified competing bids within the requirements and time frame specified by the U.S. Intellectual Property Bidding Procedures, the Selling Debtors will conduct an U.S. Intellectual Property Auction of the U.S. Intellectual Property Assets **on or about June 18, at 10:00 a.m. (prevailing Eastern Time)** at the offices of Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022 (or at any other location as the Debtors may hereafter designate on proper notice).

**PLEASE TAKE FURTHER NOTICE** that the Selling Debtors will seek approval of the U.S. Intellectual Property Sales at the sale hearing scheduled to commence on or before **June 20, 2018** (the “U.S. Intellectual Property Sale Hearing”) before the Honorable Judge Keith L. Phillips, at the Court, 701 East Broad Street, 5th Floor, Courtroom No. 5100, Richmond, Virginia 23219.

**PLEASE TAKE FURTHER NOTICE** that objections to approval of the proposed U.S. Intellectual Property Sale, the proposed assumption and assignment, and/or to the Successful Bidder’s proposed form of adequate assurance of future performance must file a written objection (each, a “Sale Objection”) so that such objection is filed with the Court and served so as to be **actually received** by **June 13, 2018, at 5:00 p.m. (prevailing Eastern Time)** and serve such Objection on: (a) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C., and Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn: Chad Husnick, P.C. and Emily Geier, and Kutak Rock LLP, 901 East Byrd Street, Suite 1000, Richmond, Virginia 23218, Attn: Michael A. Condyles, Peter J. Barrett, and Jeremy S. Williams, co-counsel to the Debtors; (b) the Office of the United States Trustee for the Eastern District of Virginia, Attn: Robert B. Van Arsdale and Lynn A. Kohen; (c) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, Attn: Adam C. Rogoff, Esq. and Rachael Ringer, Esq., counsel to the Official Committee of Unsecured

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*E-Commerce Assets, (II) Approving the Sale of the U.S. Intellectual Property Assets, Including the U.S. E-Commerce Assets, and (III) Granting Related Relief (the “Intellectual Property Bidding Procedures Motion”).*

Creditors; (d) Davis, Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 11017, Attn: Marshall Huebner and Kenneth Steinberg, counsel to the DIP ABL Agent; (e) if the applicable Debtor Contract counterparty is an obligor on the Taj Notes, then to (1) Kilpatrick Townsend & Stockton LLP, Attn: Todd Meyers, Esq., 1100 Peachtree Street NE Suite 2800, Atlanta, Georgia 30309, counsel to the Taj DIP Notes Trustee; (2) counsel to the Taj Notes Trustee; and (3) Paul, Weiss, Rifkind, Wharton & Garrison, LLP, 1285 Avenue of the Americas, New York, New York 10019-6064, Attn: Brian S. Hermann, Samuel E. Lovett, and Kellie A. Cairns, counsel to the Ad Hoc Group of Taj Noteholders; (f) Wachtell, Lipton, Rosen, and Katz, 51 West 52nd Street, New York, New York 10019, Attn: Joshua A. Feltman, counsel to the DIP Delaware Term Loan Agent; (g) Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, New York 10038, Attn: Kristopher Hansen and Jonathan Canfield, counsel to the group of DIP FILO Lenders; (h) Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006, Attn: James L. Bromley and Luke A. Barefoot, counsel to Geoffrey; and (i) Katten Muchin Rosenman LLP, 575 Madison Avenue, New York, New York 10022, Attn: Steven J. Reisman and Shaya Rochester, counsel to Toys Delaware.

**CONSEQUENCES OF FAILING TO TIMELY MAKE AN OBJECTION**

**ANY PARTY OR ENTITY WHO FAILS TO TIMELY MAKE AN OBJECTION TO THE SALE ON OR BEFORE THE TRANSACTION OBJECTION DEADLINE IN ACCORDANCE WITH THE U.S. INTELLECTUAL PROPERTY BIDDING PROCEDURES ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE DISPOSITION OF THE SELLING DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, EXCEPT AS SET FORTH IN SUCH OTHER AGREEMENT WITH THE SUCCESSFUL BIDDER.**

**PLEASE TAKE FURTHER NOTICE** that copies of the U.S. Intellectual Property Bidding Procedures Motion, U.S. Intellectual Property Bidding Procedures, and the U.S. Intellectual Property Bidding Procedures Order, as well as all related exhibits, including the form purchase agreement, are available: (a) upon request to Prime Clerk LLC (the notice and claims agent retained in these chapter 11 cases) by calling (844) 794-3476 (toll free) or, for international callers, (917) 962-8499; (b) by visiting the website maintained in these chapter 11 cases at <http://www.cases.primeclerk.com/toysrus>; or (c) for a fee via PACER by visiting <http://www.vaeb.uscourts.gov>.



Richmond, Virginia  
Dated:

---

**KUTAK ROCK LLP**

Michael A. Condyles (VA 27807)  
Peter J. Barrett (VA 46179)  
Jeremy S. Williams (VA 77469)  
901 East Byrd Street, Suite 1000  
Richmond, Virginia 23219-4071  
Telephone: (804) 644-1700  
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Email: Michael.Condyles@KutakRock.com  
Peter.Barrett@KutakRock.com  
Jeremy.Williams@KutakRock.com

*Co-Counsel to the Debtors  
and Debtors in Possession*

**KIRKLAND & ELLIS LLP**

**KIRKLAND & ELLIS INTERNATIONAL LLP**

Edward O. Sassower, P.C.  
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)  
601 Lexington Avenue  
New York, New York 10022  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900  
Email: edward.sassower@kirkland.com  
joshua.sussberg@kirkland.com

-and-

James H.M. Sprayregen, P.C.  
Anup Sathy, P.C.  
Chad J. Husnick, P.C. (admitted *pro hac vice*)  
Emily E. Geier (admitted *pro hac vice*)  
300 North LaSalle  
Chicago, Illinois 60654  
Telephone: (312) 862-2000  
Facsimile: (312) 862-2200  
Email: james.sprayregen@kirkland.com  
anup.sathy@kirkland.com  
chad.husnick@kirkland.com  
emily.geier@kirkland.com

*Co-Counsel to the Debtors  
and Debtors in Possession*

**Exhibit 3**

**U.S. Intellectual Property Assumption and Assignment Notice**

Edward O. Sassower, P.C.  
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)  
**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
601 Lexington Avenue  
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*Co-Counsel to the Debtors and Debtors in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

In re:	)	Chapter 11
TOYS “R” US, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 17-34665 (KLP)
Debtors.	)	(Jointly Administered)

**NOTICE OF ASSUMPTION OF CERTAIN EXECUTORY CONTRACTS**

**PLEASE TAKE NOTICE** that on [•], 2018 the United States Bankruptcy Court for the District of Virginia (the “Court”) entered the *Order (I) Establishing Bidding Procedures for the Sale of the Debtors’ U.S. Intellectual Property Assets, Including the U.S. E-Commerce Assets, (II) Approving the Sale of the U.S. Intellectual Property Assets, Including the U.S. E-Commerce Assets, and (III) Granting Related Relief* (the “U.S. Intellectual Property Bidding Procedures Order”),<sup>2</sup> by

<sup>1</sup> The in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are set forth in the *Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* [Docket 78]. The location of the Debtors’ service address is One Geoffrey Way, Wayne, New Jersey 07470.

<sup>2</sup> All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Intellectual Property Bidding Procedures Order or the *Selling Debtors’ Motion for Entry of an Order (I) Establishing Bidding Procedures for the Sale of the Debtors’ U.S. Intellectual Property Assets, Including the U.S. E-Commerce Assets, (II) Approving the Sale of the U.S. Intellectual Property Assets, Including the U.S. E-Commerce Assets, and (III) Granting Related Relief* (the “Intellectual Property Bidding Procedures Motion”).

which the Court approved expedited procedures for the assumption and assignment of executory contracts and granting related relief, which procedures are attached hereto as **Exhibit A**.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the U.S. Intellectual Property Bidding Procedures Order and by this written notice (this “**U.S. Intellectual Property Assumption and Assignment Notice**”), the Selling Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each executory contract set forth on **Exhibit B** attached hereto is hereby assumed and assigned effective as of the date (the “**Assumption Date**”) set forth in **Exhibit B** or such other date as the Selling Debtors and the counterparties to such executory contract agree.

**PLEASE TAKE FURTHER NOTICE** that the Selling Debtors believe that the party to which each applicable executory contract will be assigned has the financial wherewithal to meet all future obligations under such executory contract and the Selling Debtors will, at the request of the applicable contract counterparty, use commercially reasonable efforts to provide evidence thereof to such applicable contract counterparty (and their counsel, if known) thereby demonstrating that the assignee of the contract has the ability to comply with the requirements of adequate assurance of future performance.

**PLEASE TAKE FURTHER NOTICE** that parties objecting to the proposed assumption and assignment and/or to the Successful Bidder’s proposed form of adequate assurance of future performance must file a written objection (each, an “**Assumption Objection**”) so that such objection is filed with the Court and **actually received by June 13, 2018, at 5:00 p.m. (prevailing Eastern Time)** and serve such Assumption Objection on: (a) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C., and Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn: Chad Husnick, P.C. and Emily Geier, and Kutak Rock LLP, 901 East Byrd Street, Suite 1000, Richmond, Virginia 23218, Attn: Michael A. Condyles, Peter J. Barrett, and Jeremy S. Williams, co-counsel to the Debtors; (b) the Office of the United States Trustee for the Eastern District of Virginia, Attn: Robert B. Van Arsdale and Lynn A. Kohen; (c) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, Attn: Adam C. Rogoff, Esq. and Rachael Ringer, Esq., counsel to the Official Committee of Unsecured Creditors; (d) Davis, Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 11017, Attn: Marshall Huebner and Kenneth Steinberg, counsel to the DIP ABL Agent; (e) if the applicable Debtor Contract counterparty is an obligor on the Taj Notes, then to (1) Kilpatrick Townsend & Stockton LLP, Attn: Todd Meyers, Esq., 1100 Peachtree Street NE Suite 2800, Atlanta, Georgia 30309, counsel to the Taj DIP Notes Trustee; (2) counsel to the Taj Notes Trustee; and (3) Paul, Weiss, Rifkind, Wharton & Garrison, LLP, 1285 Avenue of the Americas, New York, New York 10019-6064, Attn: Brian S. Hermann, Samuel E. Lovett, and Kellie A. Cairns, counsel to the Ad Hoc Group of Taj Noteholders; (f) Wachtell, Lipton, Rosen, and Katz, 51 West 52nd Street, New York, New York 10019, Attn: Joshua A. Feltman, counsel to the DIP Delaware Term Loan Agent; (g) Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, New York 10038, Attn: Kristopher Hansen and Jonathan Canfield, counsel to the group of DIP FILO Lenders; (h) Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006, Attn: James L. Bromley and Luke A. Barefoot, counsel to Geoffrey; and (i) Katten Muchin Rosenman LLP, 575 Madison Avenue, New York, New York 10022, Attn: Steven J. Reisman and Shaya Rochester, counsel to Toys Delaware.

**PLEASE TAKE FURTHER NOTICE** that, absent an Assumption Objection being timely filed, the assumption of each executory contract shall become effective on the Assumption Date set forth in **Exhibit B**, or such other date as the Selling Debtors and the counterparty or counterparties to such executory contract agree.<sup>3</sup>

**PLEASE TAKE FURTHER NOTICE** that, if a Sale Objection is timely filed and not withdrawn or resolved, such objection will be heard at the U.S. Intellectual Property Sale Hearing or such other date and time as agreed to by the Selling Debtors and the objecting party or ordered by the Court. If such Sale Objection is overruled or withdrawn, such executory contract shall be assumed as of the Assumption Date set forth in **Exhibit B** or such other date as the Selling Debtors and the counterparty or counterparties to such executory contract agree.

*[Remainder of page intentionally left blank]*

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<sup>3</sup> An objection to the assumption of any particular executory contract listed in this Intellectual Property Assumption and Assignment Notice shall not constitute an objection to the assumption of any other contract listed in this Intellectual Property Assumption and Assignment Notice. Any objection to the assumption of any particular executory contract listed in this Intellectual Property Assumption and Assignment Notice must state with specificity the executory contract to which it is directed. For each particular executory contract whose assumption is not timely or properly objected to, such assumption will be effective in accordance with this Intellectual Property Assumption and Assignment Notice and the Intellectual Property Bidding Procedures Order.

Richmond, Virginia

Dated:

---

**KUTAK ROCK LLP**

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Peter J. Barrett (VA 46179)  
Jeremy S. Williams (VA 77469)  
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**Exhibit A**

**U.S. Intellectual Property Bidding Procedures Order**



**Exhibit B**

**Assumed Executory Contract**

<b>Executory Contract<sup>1</sup></b>	<b>Contract Counterparty</b>	<b>Assignee</b>	<b>Cure Amount</b>	<b>Assumption Date</b>

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<sup>1</sup> The inclusion of an executory contract on this list does not constitute an admission as to the existence or validity of any claims held by the counterparty or counterparties to such executory contract.

**Exhibit 4**

**Post-Auction Notice**

Edward O. Sassower, P.C.  
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*Co-Counsel to the Debtors and Debtors in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

	)	
In re:	)	Chapter 11
	)	
TOYS “R” US, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 17-34665 (KLP)
	)	
Debtors.	)	(Jointly Administered)
	)	

**NOTICE OF SUCCESSFUL AND  
BACKUP BIDDER WITH RESPECT TO THE AUCTION  
OF CERTAIN OF THE DEBTORS’ U.S. INTELLECTUAL PROPERTY ASSETS**

On [•], 2018 the United States Bankruptcy Court for the Eastern District of Virginia (the “Court”) entered the *Order (I) Establishing Bidding Procedures for the Sale of the Debtors’ U.S. Intellectual Property Assets, Including the U.S. E-Commerce Assets, (II) Approving the Sale of the U.S. Intellectual Property Assets, Including the U.S. E-Commerce Assets, and (III) Granting Related Relief* (the “U.S. Intellectual Property Bidding Procedures Order”),<sup>2</sup> by which the Court

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are set forth in the *Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 78]. The location of the Debtors’ service address is One Geoffrey Way, Wayne, New Jersey 07470.

<sup>2</sup> All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Intellectual Property Bidding Procedures Order or the *Selling Debtors’ Motion for Entry of an Order (I)*

approved procedures setting forth the process by which Toys “R” Us (Delaware), Inc. (“Toys Delaware” and a “Selling Debtor”) and Geoffrey LLC (“Geoffrey,” a “Selling Debtor” and together with Toys Delaware, the “Selling Debtors”) are authorized to conduct an auction (the “U.S. Intellectual Property Auction”) for the sale of the Selling Debtors’ United States intellectual property, including the e-commerce platform and related intellectual property assets (the “U.S. Intellectual Property Assets”).

**PLEASE TAKE FURTHER NOTICE** that, on June 18, 2018 at 10:00 a.m. (prevailing Eastern Time), pursuant to the U.S. Intellectual Property Bidding Procedures Order, the Debtors conducted the U.S. Intellectual Property Auction with respect to the U.S. Intellectual Property Assets at the offices of Kirkland & Ellis, LLP, located at 601 Lexington Avenue, New York, New York, 10022.

**PLEASE TAKE FURTHER NOTICE** that, at the conclusion of the U.S. Intellectual Property Auction, the Selling Debtors, in consultation with their professionals, selected the following Successful Bidder and Backup Bidder with respect to each of the U.S. Intellectual Property Assets:

U.S. Intellectual Property Assets	Successful Bidder	Backup Bidder	Proposed Expense Reimbursement and/or Breakup Fee	Key Terms of Proposed Sale

**PLEASE TAKE FURTHER NOTICE** that the U.S. Intellectual Property Sale Hearing to consider approval of the sale, liquidation, or other disposition of the U.S. Intellectual Property Assets to the Successful Bidders at the U.S. Intellectual Property Auction, free and clear of all liens, claims, interests, and encumbrances in accordance with Bankruptcy Code section 363(f), will be held before the Honorable Judge Keith L. Phillips, at the Court, 701 East Broad Street, 5th Floor, Courtroom No. 5100, Richmond, Virginia 23219, **on June 20, 2018**.

**PLEASE TAKE FURTHER NOTICE**, that at the U.S. Intellectual Property Sale Hearing, the Selling Debtors will seek the Court’s approval of the Successful Bid. Unless the Court orders otherwise, the U.S. Intellectual Property Sale Hearing shall be an evidentiary hearing on matters relating to the U.S. Intellectual Property Sale and there will be no further bidding at the U.S. Intellectual Property Sale Hearing. In the event that the Successful Bidder cannot or refuses to consummate the sale following entry of the U.S. Intellectual Property Sale Order because of the breach or failure on the part of the Successful Bidder, the Selling Debtors shall promptly file a supplemental notice, seeking to approve the sale to the Backup Bidder, if applicable, on expedited

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*Establishing Bidding Procedures for the Sale of the Debtors’ U.S. Intellectual Property Assets, Including the U.S. E-Commerce Assets, (II) Approving the Sale of the U.S. Intellectual Property Assets, Including the U.S. E-Commerce Assets, and (III) Granting Related Relief (the “Intellectual Property Bidding Procedures Motion”).*

notice and a hearing.

**PLEASE TAKE FURTHER NOTICE** that this Notice of Successful Bidder and Backup Bidder is subject to the terms and conditions of the U.S. Intellectual Property Bidding Procedures Motion and the U.S. Intellectual Property Bidding Procedures Order, with such U.S. Intellectual Property Bidding Procedures Order controlling in the event of any conflict, and the Selling Debtors encourage parties in interest to review such documents in their entirety. Parties interested in receiving more information regarding the sale or other disposition of the U.S. Intellectual Property Assets may make a written request to: Prime Clerk LLC (the notice and claims agent retained in these chapter 11 cases) by calling (844) 794-3476 (toll free) or, for international callers, (917) 962-8499.

**PLEASE TAKE FURTHER NOTICE** that copies of the U.S. Intellectual Property Bidding Procedures Motion, the U.S. Intellectual Property Bidding Procedures Order, this Notice, and any other related documents are available: (a) upon request to Prime Clerk LLC by calling (844) 794-3476 (toll free) or, for international callers, (917) 962-8499; (b) by visiting the website maintained in these chapter 11 cases at <http://www.cases.primeclerk.com/toysrus>; or (c) for a fee via PACER by visiting <http://www.vaeb.uscourts.gov>.

Richmond, Virginia  
Dated:

---

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**Notice Recipients**

District/Off: 0422-3  
Case: 17-34665-KLP

User: manleyc  
Form ID: pdford9

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