

DISNEY ONLINE

and

KABOOSE INC.

and

KABOOSE HOLDINGS LLC

and

BABYZONE.COM, INC.

and

KABOOSE AMAZINGMOMS, INC.

SECOND AMENDING AGREEMENT

May 27, 2009

SECOND AMENDING AGREEMENT

THIS SECOND AMENDING AGREEMENT is made as of May 27, 2009,

A M O N G

DISNEY ONLINE, a corporation incorporated under the laws of California (the "**Acquirer**"),

- and -

KABOOSE INC., a corporation continued under the laws of Canada (the "**Company**"),

- and -

KABOOSE HOLDINGS LLC, a limited liability company organized under the laws of Delaware ("**Kaboose Holdings**"),

- and -

BABYZONE.COM, INC., a corporation incorporated under the laws of Delaware ("**BabyZone**"),

- and -

KABOOSE AMAZINGMOMS, INC., a corporation incorporated under the laws of Delaware ("**AmazingMoms**" and, together with the Company, Kaboose Holdings and BabyZone, the "**Seller Parties**").

WHEREAS the Acquirer and the Seller Parties are parties to a Purchase Agreement dated March 31, 2009 (the "**Purchase Agreement**");

AND WHEREAS the Acquirer and the Seller Parties are parties to an amending agreement in respect of the Purchase Agreement dated as of April 20, 2009 (the "**First Amending Agreement**");

AND WHEREAS the parties wish to further amend the Purchase Agreement as set out herein;

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained, the parties agree as follows:

Section 1 Defined Terms

Capitalized terms used in this Second Amending Agreement and not otherwise defined herein shall have the meanings specified in the Purchase Agreement.

Section 2 Amendment to Section 8.4 of the Purchase Agreement

Section 8.4 of the Purchase Agreement is amended by adding the following new Section 8.4(3):

“(3) The parties hereto agree that employees of the Seller Parties may retain data and information pertaining to the Purchased Business (“Retained Company Data”) that is stored on computer equipment that constitute Excluded Assets, provided, that (i) access to such Retained Company Data is reasonably necessary for the Seller Parties to prepare financial statements or to complete any applicable regulatory filings or Tax Returns, (ii) such Retained Company Data is not used for any purpose other than preparing such Financial Statements or completing such regulatory filings or Tax Returns, and (iii) such Retained Company Data is deleted from such computer equipment as soon as access to such Retained Company Data is no longer reasonably necessary for the preparation of such Financial Statements or the completion of such regulatory filings or Tax Returns (subject to the Seller Parties’ right to keep copies of such Retained Computer Data as required by applicable Law).”

Section 3 Amendment to Section 14.10 of the Purchase Agreement

Section 14.10 of the Purchase Agreement is amended by deleting Section 14.10 in its entirety and replacing it with the following:

Section 14.10 No Assignment

“Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any party hereto, in whole or in part (whether by operation of law or otherwise), and any purported assignment or other transfer without such consent shall be void and unenforceable; provided, that (a) the Acquirer may, without the consent of the other parties hereto, assign this Agreement to any affiliate of the Acquirer that agrees in writing to be bound by the terms of this Agreement and provided that the Acquirer shall continue to be liable to the Seller Parties for any default in performance by any such assignee, and (b) the Acquirer may, without the consent of the other parties hereto, assign the Acquirer’s right, title and interest in and to any Purchased Assets to any affiliate of the Acquirer, provided that the Acquirer shall continue to be liable to the Seller Parties for any default in performance by such affiliate with respect to such Purchased Assets.”

Section 4 Confirmation

From and following the date hereof, each reference in the Purchase Agreement to “this Agreement” and each reference to the Purchase Agreement in any and all other agreements, documents and instruments delivered by the parties thereto or hereto or any other person shall mean and be a reference to the Purchase Agreement as amended by the First Amending Agreement and this Second Amending Agreement. Except as otherwise expressly amended by the First Amending Agreement and hereby, the Purchase Agreement shall remain in full force and effect in accordance with its terms and the First Amending Agreement, this Second Amending Agreement and the Purchase Agreement shall be read as one and the same instrument.

Section 5 No Waiver

The execution, delivery and effectiveness of this Second Amending Agreement shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the parties hereto under the Purchase Agreement.

Section 6 Governing Law

This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Section 7 Counterparts

This Second Amending Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

Section 8 Electronic Execution.

Delivery of an executed signature page to this Second Amending Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of the Second Amending Agreement by such party.

[Signature page follows]

IN WITNESS WHEREOF the parties have executed this Second Amending Agreement.

KABOOSE INC.

By: "Jason DeZwirek"
Jason DeZwirek
Chief Executive Officer

By: "Jonathan Pollack"
Jonathan Pollack
Chief Financial Officer

KABOOSE HOLDINGS LLC

By: "Jason DeZwirek"
Jason DeZwirek
Chief Executive Officer

By: "Jonathan Pollack"
Jonathan Pollack
Chief Financial Officer

BABYZONE.COM, INC.

By: "Jason DeZwirek"
Jason DeZwirek
Chief Executive Officer

By: "Jonathan Pollack"
Jonathan Pollack
Chief Financial Officer

KABOOSE AMAZINGMOMS, INC.

By: *"Jason DeZwirek"*

Jason DeZwirek
Chief Executive Officer

By: *"Jonathan Pollack"*

Jonathan Pollack
Chief Financial Officer

DISNEY ONLINE

By: *"David K. Thompson"*

David K. Thompson
Vice President