

MRD 6-15-98

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4-94)

06-26-1998



100747461

RECEIVED
/ER SHEET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
NLY JUN 15 1998
the attached original documents or copy thereof.

To the Honorable Commission

1. Name of conveying party(ies):

Arlene Eisenberg
Sande Hathaway

- Individual(s) Association
- General Partnership Limited Partnership
- Corporate-State
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: April 1, 1998

2. Name and address of receiving party(ies)

Name: Heidi Murkoff

Internal Address: _____

Street Address: 1284 Mesa Road

City: Montecito State: CA ZIP: 93108

- Individual(s) citizenship USA
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/475654

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Marc Chamlin, Esq.

Internal Address: Loeb & Loeb LLP

Street Address: 345 Park Avenue

City: New York State: NY ZIP: 10154

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41) \$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Marc Chamlin

Name of Person Signing

Signature

6/9/98

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

4000 UP
6/9/98 75/475654
JUN 15 1998
FC:481

AGREEMENT dated as of the 1st day of April, 1998, between HEIDI E. MURKOFF ("Heidi"), 1284 Mesa Road, Montecito, California 93108, ARLENE EISENBERG ("Arlene"), 144 West 80th Street, Apt. 1, New York, New York 10024 SANDEE E. HATHAWAY ("Santee"), 401 Waban Avenue, Waban, Massachusetts 02168.

WHEREAS, Heidi, Arlene and Sandee have adopted and are using the mark *WHAT TO EXPECT* for a series of books related to childbirth and parenting;

WHEREAS, Heidi, Arlene and Sandee have applied for trademark registration of the mark *WHAT TO EXPECT* in connection with the aforesaid series of books;

WHEREAS, Heidi desires and intends to use the mark *WHAT TO EXPECT KIDS* in connection with a series of books and other products and services related to children;

WHEREAS, Heidi is desirous of acquiring any right, title and interest that Arlene and Sandee may have in the mark *WHAT TO EXPECT KIDS*; and

WHEREAS Arlene and Sandee are willing to transfer all of the entire right, title and interest in the mark *WHAT TO EXPECT KIDS* and forego any use thereof in exchange for certain consideration.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Arlene and Sandee hereby sell, assign and transfer to Heidi, free and clear of all liens, claims and encumbrances, their entire right, title and interest in and to the mark *WHAT TO EXPECT KIDS* together with the goodwill symbolized thereby and the right to sue and recover for any past and future infringement thereof and together with all certificates or applications for registrations, if any. Sandee and Arlene represent and warrant that they have not heretofore licensed or transferred any rights to said mark *WHAT TO EXPECT KIDS* to any entity.

2. Sandee and Arlene agree to cease, desist and forego any use of the mark *WHAT TO EXPECT KIDS*, including without limitation, the use of said mark in connection with a series of books. The parties hereto expressly acknowledge that although Sandee and Arlene agree to the foregoing restriction, Heidi, Sandee and Arlene may continue to jointly exploit the mark *WHAT TO EXPECT* in connection with a series of books and such other uses as they jointly shall determine hereafter.

3. Sandee and Arlene hereby acknowledge Heidi's exclusive ownership of the mark *WHAT TO EXPECT KIDS* and further agree not to dispute, contest or otherwise interfere in any way with Heidi's ownership, use or registration of the mark *WHAT TO EXPECT KIDS*.

4. In consideration of the rights granted hereunder by Arlene and Sandee, Heidi agrees to pay to each of Arlene and Sandee, respectively, a sum equal to 5% of the gross receipts received by Heidi (or any entity controlled by Heidi) from the distribution of goods or provision of services using the mark *WHAT TO EXPECT KIDS* in connection therewith and any other exploitation of the mark *WHAT TO EXPECT KIDS*, after deduction and recoupment by Heidi of any out-of-pocket costs and expenses of any kind incurred by Heidi, including without limitation production, distribution, legal and accounting costs, incurred in connection with the exploitation of said mark *WHAT TO EXPECT KIDS* (the "Net Proceeds Participation"). It is expressly understood that the foregoing gross receipts shall exclude any monies payable to Heidi in connection with any services rendered by Heidi in connection with the exploitation of the mark *WHAT TO EXPECT KIDS*, including without limitation, performing and producing services.

5. Heidi agrees to provide accounting statements to Arlene and Sandee within 60 days after each semi-annual calendar period in respect of any monies due to Arlene and Sandee pursuant to paragraph 4 above. Said statements shall be deemed binding upon Sandee and Arlene unless written objection is made thereto within 18 months after receipt of said statements. Arlene and Sandee shall each have the right to audit the books and records of Heidi in respect of the calculation of the Net Proceeds Participation upon no less than four (4) weeks written notice to Heidi, provided that each of Arlene and Sandee shall not audit said books and records more than once per calendar year.

6. This agreement shall be binding upon and shall inure to the benefit of each of the parties' respective successors, heirs and assigns.

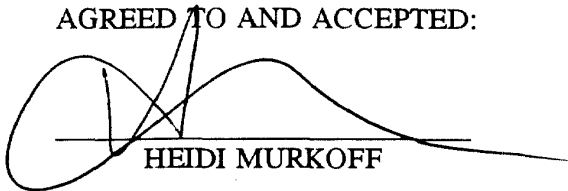
7. This agreement shall be governed by the laws of the State of New York.

8. Any dispute arising hereunder shall be adjudicated by binding arbitration in the Borough of Manhattan, New York, New York in accordance with the rules of the American Arbitration Association before a single arbitrator. The prevailing party in any such arbitration shall be entitled to be awarded from the non-prevailing party, all costs and expenses of said arbitration, including attorneys' fees and arbitrator's fees, incurred by the prevailing party.

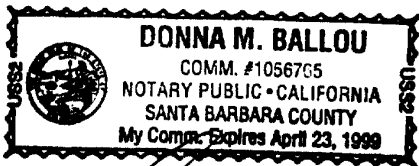
9. This agreement may not be modified except in writing by all parties hereto.

10. This agreement may be signed in counterpart copies, which taken together shall constitute a complete agreement.

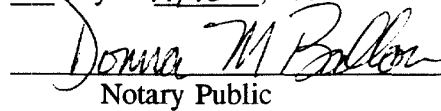
AGREED TO AND ACCEPTED:

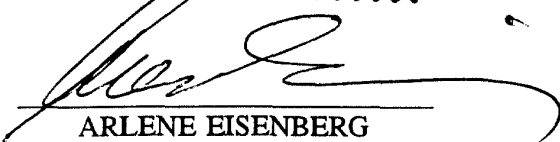

HEIDI MURKOFF

STATE OF CA)
) ss.:
COUNTY OF SANTA BARBARA



Sworn to and subscribed before me this
27th day of April, 1998.

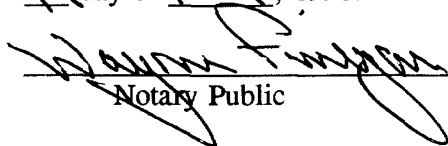

Notary Public


ARLENE EISENBERG

STATE OF NY)
) ss.:
COUNTY OF New York

WAYNE FINEGAN
Notary Public, State of New York
No. 31-4800804
Qualified in New York County
Commission Expires June 30, 19...

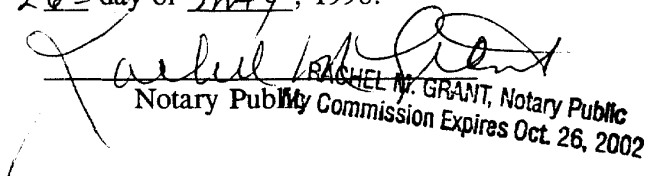
Sworn to and subscribed before me this
19 day of May, 1998.


Notary Public


SANDEE HATHAWAY

STATE OF NY)
) ss.:
COUNTY OF Westchester

Sworn to and subscribed before me this
26th day of May, 1998.

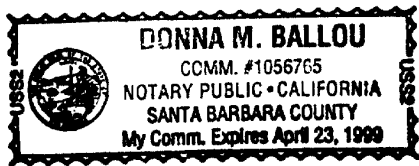

RACHEL M. GRANT, Notary Public
Notary Public Commission Expires Oct. 26, 2002

9. This agreement may not be modified except in writing by all parties hereto.

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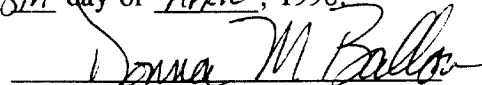
AGREED TO AND ACCEPTED:

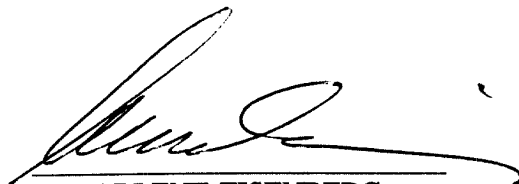

HEIDI MURKOFF



STATE OF CA)
) ss.:
COUNTY OF SANTA BARBARA

Sworn to and subscribed before me this 21st day of APRIL, 1998.



Notary Public


ARLENE EISENBERG

WAYNE FINEGAN
Notary Public, State of New York
No. 31-4800804
Qualified in New York County
Commission Expires June 30, 19.. 99

STATE OF New York)
) ss.:
COUNTY OF New York

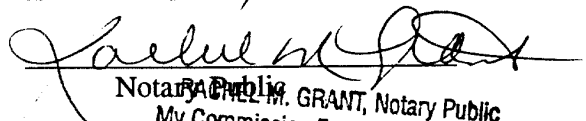
Sworn to and subscribed before me this 11 day of MAY, 1998.


Notary Public


SANDEE HATHAWAY

STATE OF mass)
) ss.:
COUNTY OF middlex

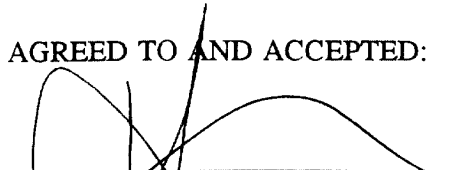
Sworn to and subscribed before me this 26th day of may, 1998.

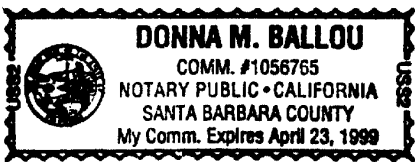

Notary Public
RACHEL M. GRANT, Notary Public
My Commission Expires Oct. 26, 2002

9. This agreement may not be modified except in writing by all parties hereto.

10. This agreement may be signed in counterpart copies, which taken together shall constitute a complete agreement.

AGREED TO AND ACCEPTED:


HEIDI MURKOFF



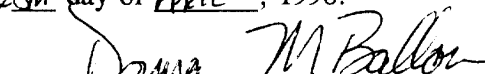

ARLENE EISENBERG

WAYNE FINEGAN
Notary Public, State of New York
No. 31-4800804
Qualified in New York County
Commission Expires June 30, 1998


SANDEE HATHAWAY

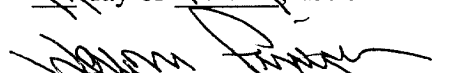
STATE OF CA)
) ss.:
COUNTY OF SANTA BARBARA

Sworn to and subscribed before me this
28th day of APRIL, 1998.


Notary Public

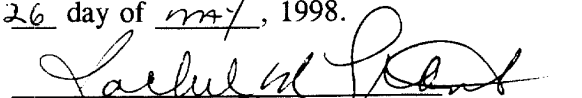
STATE OF NY)
) ss.:
COUNTY OF NY

Sworn to and subscribed before me this
19 day of MAY, 1998.


Notary Public

STATE OF MASS.)
) ss.:
COUNTY OF MIDDLESEX

Sworn to and subscribed before me this
26 day of MAY, 1998.


Notary Public RACHEL M. GRANT, Notary Public
My Commission Expires Oct. 26, 2002