

FORM PTO 1594

07-21-1998

U.S. DEPARTMENT OF COMMERCE  
PATENT AND TRADEMARK OFFICE

7/16/98



1 SHEET

100768832

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying Party(ies):  Kensington Publishing Corp.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: BET Holdings, Inc. Internal Address: One BET Plaza 1900 West Place, NE Street Address: City: Washington State: DC Zip: 20018-1211</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation State - Delaware <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be separate from assignment)</p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of name <input type="checkbox"/> Other</p> <p>Execution Date:  June 12, 1998</p>	

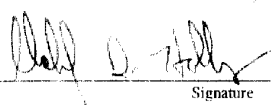
4. Application number(s) or registration number(s):

<p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s)</p> <p>1,909,288 1,902,694</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Michael D. Hobbs, Jr. Internal Address: Troutman Sanders LLP 600 Peachtree St. NE Suite 5200 Street Address: City: Atlanta State: GA Zip: 30308</p>	<p>6. Total number of applications and registrations involved: <u>2</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>65.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Michael D. Hobbs, Jr.  July 16, 1998

Name of Person Signing \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

DO NOT DETACH THIS PORTION

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark office, Office of Information Systems, P.O. Box 10000, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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**ASSIGNMENT OF TRADEMARKS AND TRADENAMES**

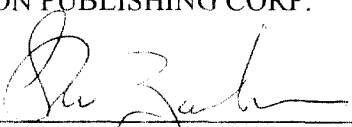
KNOW ALL MEN BY THESE PRESENTS that KENSINGTON PUBLISHING CORP., a New York corporation. (the "Assignor"), for and in consideration of the amount payable to the Assignor by BET HOLDINGS, INC., a Delaware corporation (the "Assignee"), pursuant to an Asset Sale and Purchase Agreement between Assignor, Assignee and ZEBRA BOOKS HOME SUBSCRIPTION SERVICE, INC., a New York corporation, dated June 12, 1998 (the "Agreement"), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, delivered, assigned, and transferred, and does hereby grant, bargain, sell, deliver, assign, and transfer to the Assignee, its respective successors and assigns, all of the Assignor's right, title and interest in and to the trademarks, trademark registrations and applications for the trademarks and tradenames described on Schedule A attached hereto, including but not limited to all causes of action, claims and demands against third parties for violation or infringement of such rights, together with the goodwill of the Assignor's business symbolized by such trademarks, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which such registrations and applications are granted, renewed or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Agreement had not been made.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be signed in its corporate name by one of its officers, thereunto duly authorized, effective as of the 12 day of June, 1998.

KENSINGTON PUBLISHING CORP.

[CORPORATE SEAL]

By:

  
Name: Steven Zuckerman  
Title: President

STATE OF NEW YORK )  
: ss.:  
COUNTY OF NEW YORK )

On this 16 day of June, 1998, before me appeared Steven Zuckerman, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).

  
Notary Public

**BARBARA M BENNETT**  
Notary Public, State of New York  
No 4988497  
Qualified in Westchester County  
Commission Expires November 12 ~~1998~~ 1999

**SCHEDULE A**

Trademark Assignments

Trademarks

ARABESQUE  
TRIANGLE LOGO

Applications/Registrations

ARABESQUE: U.S. Trademark Registration No. 1,909,288  
Registered August 1, 1995

ARABESQUE: Canadian application No. 867,991  
Filed February 3, 1998

TRIANGLE LOGO: U.S. Trademark Registration No. 1,902,694  
Registered July 4, 1995

TRIANGLE LOGO: U.S. Canadian application No. 867,992  
Filed February 3, 1998

Trade name  
Arabesque

Titles of Publications and unpublished books  
(See attached)

Kensington trademarks

Rochelle Alers	Happily Ever After
Rochelle Alers	Hideaway
Rochelle Alers	Home Sweet Home
Rochelle Alers	Hidden Agenda
Rochelle Alers	Vows
Rochelle Alers	Heaven Sent
Robyn Amos	Promise Me
Robyn Amos	Private Lies
Robyn Amos	Into the Night
Robyn Amos	True Blue
Bridget Anderson	Soul Mates
Bridget Anderson	Rendezvous
Neffetiti Austin	Eternity
Neffetiti Austin	Abandon
Crystal Barouche	Midnight Skies
Angela Benson	Bands of Gold
Angela Benson	For All Time
Angela Benson	Between the Lines
Angela Benson	The Way Home
Angela Benson	The Nicest Guy in America
Adrienne Byrd	Defenseless
Loure Bussey	Nightfall
Loure Bussey	Most of All
Loure Bussey	Twist of Fate
Loure Bussey	Love So True
Viveca Carlyle	Sweet Lies
Maria Corley	Choices
Francine Craft	Devoted
Francine Craft	The Black Pearl
Francine Craft	Lyrics of Love
Francine Craft	Still in Love
Lynn Emery	Night Magic
Lynn Emery	After All
Lynn Emery	Tender Touch
Lynn Emery	A Time to Love
Leslie Esdaile	Sundance
Leslie Esdaile	Slow Burn
Cheryl Faye	At First Sight
Cheryl Faye	A Time for Us
Bette Ford	For Always
Bette Ford	Forever After
Bette Ford	All the Love
Bette Ford	After Dark

TRADEMARK

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Kensington trademarks, continued

Bette Ford	One of a Kind
Gwynne Forster	Sealed With a Kiss
Gwynne Forster	Against All Odds
Gwynne Forster	Ecstasy
Gwynne Forster	Obsession
Gwynne Forster	Beyond Desire
Carla Fredd	Fire and Ice
Carla Fredd	If Only You Knew
Roberta Gayle	Sunrise and Shadows
Roberta Gayle	Moonrise
Roberta Gayle	Worth Waiting For
Monique Gilmore	No Ordinary Love
Monique Gilmore	Hearts Afire
Monique Gilmore	The Grass Ain't Greener
Monique Gilmore	Soul Deep
Layle Giusto	Sweet Promise
Layle Giusto	Home Fires
Layle Giusto	Something So Right
Layle Giusto	Silver Love
Carmen Green	Now or Never
Carmen Green	Silken Love
Carmen Green	Keeping Secrets
Carmen Green	Commitments
Bettye Griffin	At Long Last Love
Geri Guillaume	Simply Irresistible
Geri Guillaume	Firm Commitments
Shirley Hailstock	Whispers of Love
Shirley Hailstock	Clara's Promise
Shirley Hailstock	Legacy
Shirley Hailstock	White Diamonds
Shirley Hailstock	Mirror Image
Shirley Harrison	Picture Perfect
Donna Hill	Temptation
Donna Hill	Scandalous
Donna Hill	Deception
Donna Hill	Intimate Betrayal
Donna Hill	A Private Affair
Donna Hill	Charade
Donna Hill	Chances Are
Donna Hill	Pieces of a Dream
Brenda Jackson	Tonight and Forever
Brenda Jackson	Whispered Promises
Brenda Jackson	Eternally Yours
Brenda Jackson	One Special Moment

TRADEMARK

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Kensington trademarks, continued

Monica Jackson	Midnight Blue
Monica Jackson	Heart's Desire
Monica Jackson	Love's Celebration
Doris Johnson	Night and Day
Doris Johnson	Night Secrets
Doris Johnson	White Lies
Marcia King-Gamble	Remembrance
Marcia King-Gamble	Eden's Dream
Sandra Kitt	Serenade
Sandra Kitt	Sincerely
Sandra Kitt	Suddenly
Anna Larence	After Hours
Anna Larence	Second Time Around
Anna Larence	Love Everlasting
Shelby Lewis	Delicious
Shelby Lewis	Sensation
Raynetta Manees	All For Love
Raynetta Manees	Wishing on a Star
Raynetta Mancees	Follow Your Heart
Felicia Mason	For the Love of You
Felicia Mason	Body and Soul
Felicia Mason	Seduction
Felicia Mason	Rhapsody
Felicia Mason	Foolish Heart
Dianne Mayhew	Playing With Fire
Dianne Mayhew	Dark Interlude
Gail McFarland	Summer Wind
Gail McFarland	The Best for Last
Kayla Perrin	Everlasting Love
Candice Poarch	White Lightning
Candice Poarch	With this Kiss
Candice Poarch	Essence of Love
Francis Ray	Forever Yours
Francis Ray	Undeniable
Francis Ray	Only Hers
Francis Ray	Incognito
Francis Ray	Silken Betrayal
Francis Ray	Heart of the Falcon
Francis Ray	Break Every Rule
Adrienne Ellis Reeves	Change of Heart
Adrienne Ellis Reeves	Heaven Knows
Adrienne Ellis Reeves	Love's Promise
Mildred Riley	Journey's End
Mildred Riley	Midnight Moon

TRADEMARK

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Kensington trademarks, continued

Marcella Sanders	Love By Design
Sonia Seerani	Roses are Red
Janice Sims	Affair of the Heart
Janice Sims	All the Right Reasons
Janice Sims	Out of the Blue
Eboni Snoe	Beguiled
Eboni Snoe	The Passion Ruby
Eboni Snoe	Emerald's Fire
Niqui Stanhope	A Night to Remember
Jacquelin Thomas	Hidden Blessings
Jacquelin Thomas	Forever Always
Jacquelin Thomas	A Resolution of Love
Marilyn Tyner	Step by Step
Marilyn Tyner	Secrets
Marilyn Tyner	False Impressions
Margie Walker	A Sweet Refrain
Margie Walker	Breathless
Margie Walker	Indiscretions
Margie Walker	Conspiracy
Margie Walker	Public Affair
Amberlina Wicker	Made in Heaven
Amberlina Wicker	Private Matters
Crystal Wilson-Harris	The Art of Love
Crystal Wilson-Harris	Cherish
Angela Winters	Only You
Angela Winters	Sweet Surrender
Angela Winters	Island Promise
Courtnei Wright	Blush
Courtnei Wright	It Had to be You
Courtnei Wright	Paradise
Alers, Hill, Sims	Love Letters
Anderson, Reeves, Poarch	Moonlight and Mistletoe
Amos, Forster, Hailstock	I Do!
Byrd, D. Johnson, Mason	Man of the House
Craft, Ford, Riley	A Mother's Love
Emery, Forster, Green	Silver Bells
Fredd, Mason, B. Jackson	A Valentine Kiss
Gayle, Larence, McFarland	Bouquet
Gayle, Walker, Wright	Season's Greetings
Faye, Gilmore, Winters	Mama Dear
Hailstock, Hill, Ray	Winter Nights
Hill, Ray, Walker	Spirit of the Season
Alers, Benson, Hailstock	Holiday Cheer

TRADEMARK

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**ASSIGNMENT OF TRADEMARKS AND TRADENAMES**


KNOW ALL MEN BY THESE PRESENTS that ZEBRA BOOKS HOME SUBSCRIPTION SERVICE, INC., a New York corporation, (the "Assignor"), for and in consideration of the amount payable to the Assignor by BET HOLDINGS, INC., a Delaware corporation (the "Assignee"), pursuant to an Asset Sale and Purchase Agreement between Assignor, Assignee and KENSINGTON PUBLISHING CORP., a New York corporation, dated June 12, 1998 (the "Agreement"), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, delivered, assigned, and transferred, and does hereby grant, bargain, sell, deliver, assign, and transfer to the Assignee, its respective successors and assigns, all of the Assignor's right, title and interest in and to the trademarks, trademark registrations and applications for the trademarks and tradenames described on Schedule A attached hereto, including but not limited to all causes of action, claims and demands against third parties for violation or infringement of such rights, together with the goodwill of the Assignor's business symbolized by such trademarks, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which such registrations and applications are granted, renewed or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Agreement had not been made.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be signed in its corporate name by one of its officers, thereunto duly authorized, effective as of the 12 day of June, 1998.

ZEBRA BOOKS HOME SUBSCRIPTION SERVICE, INC.

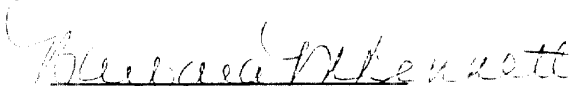
[CORPORATE SEAL]

By:

  
Name: Steven ZACHARIAS  
Title: PRESIDENT

STATE OF NEW YORK    )  
  : ss.:  
COUNTY OF NEW YORK )

On this 11<sup>th</sup> day of June, 1998, before me appeared <sup>STEVEN</sup> Zacharias, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).

  
Notary Public

**BARBARA M. BENNETT**  
Notary Public, State of New York  
No. 4988497  
Qualified in Westchester County  
Commission Expires November 12, 1998 1999

SCHEDULE A

Zebra Trademarks

Tradename

Arabesque Book Club

Trademark

Arabesque Book Club