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FORM PTO-1594 (Rev. 8-93) OMB No. 0651-0011 (exp. 4/94)

8/4/98 RECC

08-20-1998



EET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks, Washington, D.C. 20231. Records are attached original documents or copy thereof.

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1. Name of conveying party(ies):

Troll Book Fairs L.L.C.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company

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

2. Name and address of receiving party(ies)

Name: Troll Communications L.L.C.

Internal Address:

Street Address: 100 Corporate Drive

City: Mahwah State: NJ ZIP: 07430

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company-Delaware

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

3. Nature of conveyance:

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

Execution Date: July 27, 1998

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

U.S. Patent & TMO/TM Mail Rpt Dt. #70



08-04-1998

B. Trademark Registration No.(s)

2,001,439 2,046,414

Additional numbers attached? Yes No

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

Name: Lawrence D. Mandel, Esq.

Internal Address: KLAUBER & JACKSON

Street Address: 411 Hackensack Avenue

City: Hackensack State: NJ ZIP: 07601

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed, Authorized to be charged to deposit account (if necessary)

8. Deposit account number:

11-1153

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

08/18/1998 15HABA77 00000031 2001439

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FC:482 40.00 GP FC:482 25.00 GP

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.

Lawrence D. Mandel Name of Person Signing

Signature

7/30/98 Date

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

4

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

TRADEMARK REEL: 1770 FRAME: 0470

A S S I G N M E N T

WHEREAS, TROLL BOOK FAIRS L.L.C., having a principal place of business at 100 Corporate Drive, Mahwah, New Jersey, 07430, hereinafter called "ASSIGNOR", is the owner of certain United States Trademark Registrations (The "Registrations"), and of the Trademarks of said Registrations and the good will associated therewith identified as follows below:

<u>TRADEMARK</u>	<u>U.S. REG. NO.</u>	<u>DATE OF ISSUANCE</u>
TROLL BOOK FAIRS	2,001,439	September 17, 1996
TROLL SUPER FAIRS	2,046,414	March 18, 1997

WHEREAS, TROLL COMMUNICATIONS L.L.C., a Delaware Limited Liability Company, having its principal offices at 100 Corporate Drive, Mahwah, New Jersey 07430, hereinafter called "ASSIGNEE" desires to acquire all right, title and interest in and to the Trademarks, the Registrations, and to the trade identification and good will symbolized thereby;

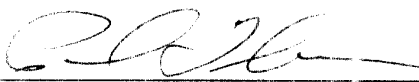
NOW THEREFORE, for such good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned and transferred and set over, unto ASSIGNEE, its successors and assigns, the entire right, title and interest in and to the Trademarks, the Registrations, and the good will of the business symbolized by the Trademarks and the Registrations, to be held and enjoyed by ASSIGNEE, its successors and assigns, for its own use and behoof and for the use and behoof of its successors and

assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this Agreement had not been made, together with all claims for damages by reason of past infringement of the Trademarks and/or the Registrations and the right to sue for damages and collect the same for its own use and behoof, and for the use and behoof of its successors and assigns.

ASSIGNOR hereby covenants and agrees that it will at the request and expense of ASSIGNEE, execute or have executed any and all other instruments, and do all other acts which ASSIGNEE, its successors and assigns, may deem necessary or expedient in order to protect, and vest in ASSIGNEE, its successors and assigns, the entire right, title and interest in and to the said Trademarks and the Federal Trademark Registrations presently issued thereon and listed above.

IN TESTIMONY WHEREOF, ASSIGNOR has caused these presents to be duly executed this 27th day of July , 1998.

TROLL BOOK FAIRS L.L.C.

By: 
Name: Paul Friedman
 Vice President
Title: Book Fairs

State of New Jersey)
) ss.
County of Bergen)

On this 27th day of July, 1998, before me personally
appeared Paul Friedman, to me known, and known to me to be
the Vice President of TROLL BOOK FAIRS L.L.C.,
the ASSIGNOR above named and acknowledged to me that he executed
the foregoing instrument on behalf of the said ASSIGNOR and
pursuant to authority duly received.



NOTARY PUBLIC

(SEAL)

My Commission Expires

SUSAN D. CORT-BAUTZ
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 31, 1999

C:1034-054.LDM

RECORDED: 08/04/1998

TRADEMARK
REEL: 1770 FRAME: 0473