

01-06-1999

Attorney Docket No. 18176-7

FORM PTO-1594
1-31-92



COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patents and Trademark Office

To the Honorable Commissioner of

Send original documents or copy thereof.
Name and address of receiving party(ies)

1. Name of conveying party(ies):

100935799

ShareTV, Inc.

Name: Babycenter, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership

Internal Address:

Street Address: 539 Bryant Street, Suite 200

City: San Francisco State: CA ZIP: 94107

Corporation-State: Delaware

Other

MRD 12/28/98

Additional name(s) of conveying parties attached? Yes No

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State: Delaware

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional names and addresses attached? Yes No

3. Nature of conveyance:

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

Execution Date: October 19, 1998

4. Application Number(s) or Registration Number(s).

A. Trademark Application No(s):

B. Trademark Registration No(s): 1,848,346

Additional numbers attached? Yes No

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

Name: Mark A. Steiner
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200

6. Total number of applications and registrations involved 1

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

Enclosed Charge Fees to Deposit Account

Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number: 20-1430

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

DL 04 1079 08URND 00000104 001430 1848346
\$0.00 \$0.00

DO NOT USE THIS SPACE

9. Statement and signature.

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

Mark A. Steiner
Name of Person Signing

Signature

Date

12-18-98

Total number of pages including cover sheet, attachments and document: 4

10. Change Correspondence Address to that of Part 5? Yes No

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

Do not detach this portion

Mail documents to be recorded with required cover to:

Asst. Commissioner for Trademarks
Box: Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1836 FRAME: 0124

TRADEMARK/SERVICE MARK ASSIGNMENT

AGREEMENT, effective the 19 day of October, 1998, by and between ShareTV, Inc., a Delaware Corporation, having a principal place of business at 9008 Main Place, Suite 3, McKean, PA 16426 ("Assignor") and The Baby Center, Inc., a _____ (state) Delaware corporation, having a principal place of business at 539 Bryant Street, Suite 200, San Francisco, CA 94107 ("Assignee").

WHEREAS, Assignor has adopted, used, is the record owner, and is the owner of the entire right, title and interest in and to the trademarks, service marks, trade names "The Baby Channel" and the following registrations of the recited trademarks/service marks:

U.S. Service/Trademark Registration No. 1,848,346

Issued August 2, 1994

Mark: The Baby Channel in International Class 38

("Trademark Rights"), and

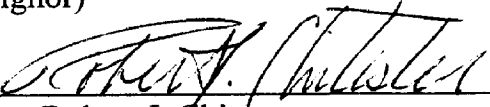
WHEREAS, Assignee is desirous of acquiring said Trademark Rights together with all the goodwill in connection with which the Trademark Rights have been used and which is symbolized by said trademark/service marks and any and all registrations specifically including the above registrations of said trademark/service marks;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and consideration of the sum of \$4500 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by said Assignor, said Assignor agrees to sell and does hereby, absolutely and unconditionally, sell, assign, transfer and set over unto Assignee all of Assignor's right, title, and interest in and to said Trademark Rights and all applications and registrations therefore, including without limitation those specifically identified above, and all usages of the service marks/trademarks that have been applied for, if any, and the right to recover for past infringement of said service marks/trademarks, together with the goodwill of the business in connection with which the Trademark Rights have been used on a worldwide basis and which is symbolized by said service marks/trademarks.

Assignee hereby accepts the assignment of Trademark Rights as set forth above.

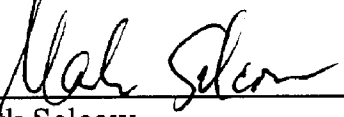
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their respective duly authorized officers as of the day and year written above.

Share TV, Inc.
(Assignor)

By  (Sign)
Robert J. Chitester
Chairman

Dated: McKean, Pennsylvania
10/13/98 (Date)

Baby Center, Inc.
(Assignee)

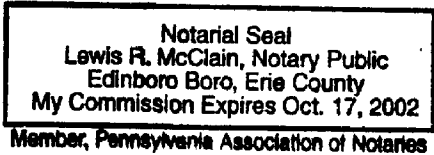
By  (Sign)
Mark Selcow
President

Dated: San Francisco, CA
10/19/98 (Date)

STATE OF PENNSYLVANIA
COUNTY OF ERIE

On this 13 day of OCTOBER, 1998, before me appeared Robert J. Chitester, to me personally known and known to me the person who executed the foregoing Assignment; and who being by me duly sworn, did depose and say that he is the Chairman of Share TV, Inc. that he is authorized to sign this Assignment on behalf of said corporation, and that said Assignment was signed on behalf of the corporation by authority of its Board of Directors, and unto me acknowledged said Assignment to be the free act and deed of said corporation.

Lewis R. McClain (Notary Public Signature and Seal)



STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19__, before me appeared Mark Selcow, to me personally known and known to me the person who executed the foregoing Assignment; and who being by me duly sworn, did depose and say that he is the President of Baby Center, Inc., that he is authorized to sign this Assignment on behalf of said corporation, and that said Assignment was signed on behalf of the corporation by authority of its Board of Directors, and unto me acknowledged said Assignment to be the free act and deed of said corporation.

_____ (Notary Public Signature and Seal)