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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

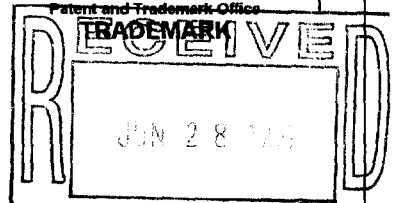
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies)

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Brenzel Publishing, Inc.

04 01 1999

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Kentucky

Receiving Party

Mark if additional names of receiving parties attached

Name Jeffrey B. Brenzel

DBA/AKA/TA

Composed of

Address (line 1) 68 Wepawaug Road

Address (line 2)

Address (line 3) Woodbridge

City

CT / USA

State/Country

06525

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization USA

FOR OFFICE USE ONLY

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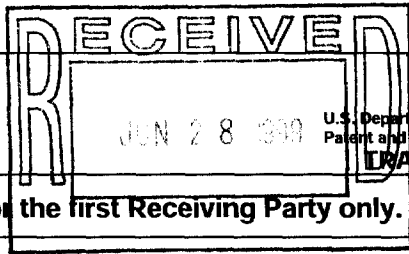
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK

REEL: 001920 FRAME: 0910



Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,005,692"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Ref. No.

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Brett N. Dorny, Reg. #35,860

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

In consideration of the payment of the sum of Two Hundred Dollars, receipt of which is hereby acknowledged, Brenzel Publishing, Inc., a Kentucky Corporation, (hereinafter the "Assignor") hereby sells, assigns, transfers and sets over to Jeffrey B. Brenzel of 68 Wepawaug Road, Woodbridge, CT (hereinafter the "Assignee") all of Assignor's rights, title and interest for the United States and all foreign countries, in and to: (1) the trademark, trademark registrations, trademark renewals, affirmations and trademark applications (the "Trademarks") of the Assignor set forth in Schedule A; and (2) any and all goodwill relating to or of the business in connection with which the Trademarks are used, for the use and enjoyment of the Assignee and its successors and assigns.

Assignor authorizes and requests the respective Trademark Office to record the Assignee as the owner of the Trademarks and to grant any and all trademark registrations arising from the Trademarks to Assignee.

Assignor represents and warrants that: (i) the Trademarks are subsisting and have not been adjudged invalid or unenforceable; (ii) to the best of Assignor's knowledge, each of the Trademarks is valid and enforceable; (iii) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person; (iv) except as expressly provided in the agreements with Duke University Alumni Affairs, the Notre Dame Alumni Association, the Association of Yale Alumni and Audible, Inc. as set forth in Schedule B (individually a

“Schedule B Agreement,” collectively, the “Schedule B Agreements”), Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons; (v) Assignor has the unqualified right to enter into this Assignment and perform its terms; and (vi) that Assignor began using the mark “Great Teachers” in connection with sale of videotapes to the public in October 1992. Assignee acknowledges that the rights to use the Trademarks provided for in the Schedule B Agreements constitute now and for the term of those agreements authorized use of the Trademarks as expressly provided, and to the extent expressly provided, in those agreements, and further agrees that to the extent use is not expressly authorized in the applicable Schedule B Agreement, Duke University Alumni Affairs, the Notre Dame Alumni Association and the Association of Yale Alumni, for the term of the applicable Schedule B Agreement, may use the marks “Great Teachers” and “Great Teachers Series” solely in connection with the marketing by each entity of the works listed on Exhibit A to each of their respective Schedule B Agreements.

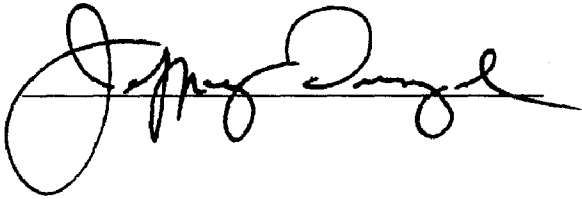
Assignor further sells, assigns, transfers and sets over unto the Assignee any income, royalties, damages, or payment due or payable as of the date hereof or hereafter with respect to the Trademarks, including, without limitation, any claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for the Assignee's own use and enjoyment, and for the use and enjoyment of its successors and assigns.

Assignor agrees to assist Assignee, at an hourly rate of \$150, to execute, acknowledge, and deliver all such further papers, oaths, disclaimers or other instruments, and to perform such further acts, including giving testimony or furnishing evidence in the prosecution or defense of appeals, suits and controversies relating to the Trademarks, as may be reasonably deemed necessary by Assignee or its nominees, to effectuate the vesting or perfecting in the Assignee or its nominees of all rights and interests in and to the Trademarks.

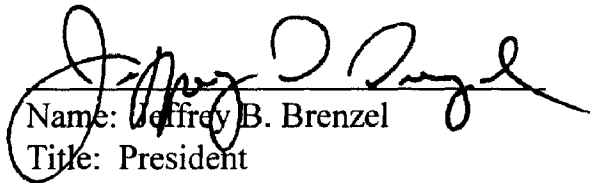
IN WITNESS WHEREOF, Assignor and Assignee hereby execute this assignment as of this 1st day of April, 1999.

Accepted by Assignee
Jeffrey B. Brenzel

Assignor
Brenzel Publishing, Inc.



By:



Name: Jeffrey B. Brenzel
Title: President

Schedule A

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Great Teachers	(not registered)	n/a
Great Teachers Library with Logo	2,005,692	October 8, 1996
Great Teachers Library (without Logo)	(not registered)	n/a
Great Teachers Series	(not registered)	n/a

Any variations of the foregoing or combinations of "Great Teachers" with any other words or marks.

Schedule B

Agreements

1. Agreement dated December 10, 1997 between Brenzel Publishing, Inc. and the Association of Yale Alumni ("Yale") granting to Yale specified rights in audio and/or video works known as the "Yale Great Teachers Series" (copyright registration numbers PA 691-583 through 691-588 and PA 699-940 through 699-943).
2. Agreement dated December 31, 1997 between Brenzel Publishing, Inc. and the University of Notre Dame Alumni Association ("Notre Dame") granting to Notre Dame specified rights in audio and/or video works known collectively as the "Notre Dame Great Teachers Series" (copyright registration numbers PA 697-394 through 697-399, TX 3-625-362 and TX 3-677-753).
3. Agreement dated December 31, 1997 between Brenzel Publishing, Inc. and Duke University Alumni Affairs ("Duke") granting to Duke specified rights in audio and/or video works known collectively as the "Duke Great Teachers Series" (copyright registration numbers PA 750-271, 751-452, 751-455, 751-449 and 751-454).
4. Agreement dated December 13, 1996 between Interlearn, Inc. and The Audible Words Corporation ("TAC") granting TAC the right to transmit specified copyrighted audio and/or video works within the "Great Teachers Library" via TAC's proprietary system for two years commencing January 28, 1998.
5. Letter agreement dated May 27, 1998 by Audible, Inc. to Interlearn, Inc. relinquishing rights granted by the December 13, 1996 Agreement with respect to certain works within the "Great Teachers Library."

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