

MRA
7.6.99

07-09-1999



101085439

33

TRADEMARK ASSIGNMENT AM 9:55

ASSIGNMENT NUMBER:

ASSIGNOR: DOUBLEDAY DIRECT, INC.

ASSIGNEE: ABD ACQUISITION CORP.
20 Community Place
Morristown, NJ 07962

INTEREST: All rights, title and interest in and to the Trademark, together with the good will of the business symbolized by the Trademark, and the registration and application thereof.

DATE OF EXECUTION OF ASSIGNMENTS: June 11, 1999

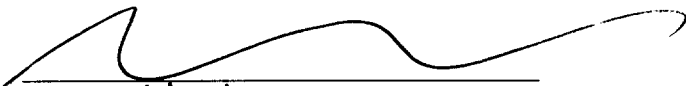
NUMBER OF ASSIGNMENTS: 1

TOTAL FEE: \$40.00

CONTACT: Correspondence concerning this request to record the trademark assignment should be directed to Barry S. Rutcofsky, Esq., Tenzer Greenblatt LLP, 405 Lexington Avenue, New York, NY 10174.

To the best of the undersigned's knowledge and belief, the information contained on this cover sheet is true and correct and that the attached is a copy of the executed original of the Trademark Assignment.

ABD ACQUISITION CORP.

By: 
Name: Norton Herrick
Title: CEO

~~07/06/1999 TTON11~~
~~01 FC:481~~

07/06/1999 TTON11 00000118 75045731
01 FC:481 (40.00 DP)

ASSIGNMENT OF TRADEMARK

WHEREAS Doubleday Direct, Inc., a New York corporation with offices at 401 Franklin Avenue, Garden City, NY 11530 ("Assignor"), is the owner, and it has used or is using certain trademarks as set forth below.

AND WHEREAS, ABD Acquisition Corp., with offices at 20 Community Place, Morristown, NJ 07962 ("Assignee"), pursuant to an asset purchase agreement, dated March 18, 1999, as amended by Amendment No. 1 and Amendment No. 2 of even date herewith, between Assignor and Assignee (the "Agreement"), has purchased from Assignor, and Assignor has sold to Assignee all of its rights to the trademark AUDIOBOOKS DIRECT (the "Trademark"), the pending application for registration with respect to the trademark, a copy of the application of which is attached hereto (the "Registration") and the goodwill associated with the Trademark, and all causes of action, past or future, for infringements of the Trademark and any recoveries resulting from such infringement or other violations of the rights assigned and transferred hereunder.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignor hereby:

1. Grants, conveys, assigns and transfers to Assignee all right, title and interest of the Assignor in and to the Trademark, the Registration, the goodwill associated with the Trademark and all causes of action, past or future, for infringements of the Trademarks and any recoveries resulting from such infringement or other violations of the rights assigned and transferred hereunder.

2. Upon Assignee's request, Assignor shall, from time to time, execute and deliver to Assignee such additional documents or instruments as shall be reasonably necessary or appropriate to further the purpose and intent of this assignment.

IN WITNESS WHEREOF, Assignor has caused this assignment to be executed and delivered as of the date first hereinabove written.

ASSIGNOR: DOUBLEDAY DIRECT, INC.

By: 

Name: William A. Gatti

Title: Sr. V.P., Human Res./Admin.

State of New York)
County of Nassau) ss.:

On the 11th day of June, 1999 before me personally came William A. Gatti, to me known, who, being by me duly sworn, did depose and say that he resides in Huntington Bay, NY; that he is the Sr. V.P., Human Res./Admin. of Doubleday Direct, Inc., the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

Cileen De Milt
(Signature and officer of person taking acknowledgement.)

CILEEN DE MILT
Notary Public, State of New York
No. 4661502
Qualified in Nassau County, NY
Commission Expires: 8/31/99