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ZIFF-DAVIS
a **SOFTBANK**
company
www.zd.com

11-24-1999



101173051

24 East 28th Street
New York, NY 10016
Tel: 212-503-3500
Fax: 212-503-3581

Legal Department

November 23, 1999
Via Facsimile: (703)308-7124

RECORDATION FORM COVER SHEET - TRADEMARKS

Hon. Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231
Attn: Rhonda Nicol

Re: Recordal of Certificate of Cancellation of Limited Partnership
From: Ziff-Davis Publishing Company, L.P.
To: Ziff-Davis Publishing Company

Sir:

Please record the attached original documents or copy thereof:

1. Name of conveying party(ies):
Ziff-Davis Publishing Company, L.P., a Delaware Limited Partnership;
2. Name and address of receiving party(ies):
Ziff-Davis Publishing Company, a Delaware Corporation;
One Park Avenue
New York, New York 10016
3. Nature of conveyance: Certificate of Cancellation of Limited Partnership
Date of execution: February 23, 1995
Effective date: February 24, 1995
4. Trademark registration number: 1,514,100
5. Please address all correspondence in this matter to:
Andrea Van Kampen, Esq.
ZD Inc.
28 East 28th Street
New York, NY 10016
(212) 503-3571

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Re: Recordal of Certificate of Cancellation of Limited Partnership
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To: Ziff-Davis Publishing Company

6. Total number of registrations involved: 1
7. Total fee enclosed: \$40.00.
Please charge our deposit account No. 26-0235 the sum of \$40.00 to cover the fee for Recordal of Certificate of Cancellation of Limited Partnership. Please charge any deficiency or credit any overcharge to said Deposit Account.
8. 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.

Sincerely,



Andrea Van Kampen
November 23, 1999

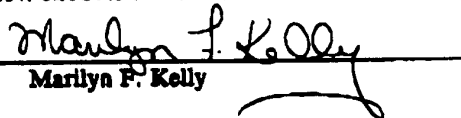
Total number of pages comprising cover sheet: 2

CERTIFICATE OF FACSIMILE TRANSMISSION

FACSIMILE NUMBER: (703)308-7124 - Assignment Branch

I CERTIFY THAT THIS CORRESPONDENCE IS BEING SENT BY FACSIMILE TRANSMISSION VIA THE ABOVE FACSIMILE NUMBER TO: HON. COMMISSIONER OF PATENTS AND TRADEMARKS, BOX ASSIGNMENTS, WASHINGTON, D.C. 20231, ATTN: RHONDA NICOL on November 23, 1999.

Signature:



Marilyn F. Kelly

TRADEMARK
REEL: 001959 FRAME: 0900

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CANCELLATION OF "ZIFF-DAVIS PUBLISHING COMPANY, L.P.", FILED IN THIS OFFICE ON THE TWENTY-FOURTH DAY OF FEBRUARY, A.D. 1995, AT 12:32 O'CLOCK P.M.



Edward J. Freel
Edward J. Freel, Secretary of State

2444086 8100

AUTHENTICATION:

7564354

DATE:

TRADEMARK

REEL: 001959 FRAME: 0901

CERTIFICATE OF CANCELLATION
OF
CERTIFICATE OF LIMITED PARTNERSHIP
OF
ZIFF-DAVIS PUBLISHING COMPANY, L.P.


Ziff-Davis Publishing Company, L.P. (the "Partnership"), a limited partnership organized under the Revised Uniform Limited Partnership Act of the State of Delaware (the "Act"), for the purpose of cancelling the Certificate of Limited Partnership of the Partnership, pursuant to Section 17-203 of the Act, hereby certifies that:

1. The name of the Partnership is Ziff-Davis Publishing Company, L.P.
2. The Partnership's Certificate of Limited Partnership was originally filed in the Office of the Secretary of State on October 14, 1994.
3. This Certificate of Cancellation is being filed for the reason that the Partnership is being dissolved and liquidated in accordance with the terms of the agreement of limited partnership, effective upon the filing of this Certificate of Cancellation.

IN WITNESS WHEREOF, the undersigned, constituting the sole general partner of the Partnership, has executed this Certificate of Cancellation as of the 23rd day of February, 1995.

ZIFF-DAVIS PUBLISHING COMPANY, L.P.

By: Ziff-Davis Publishing Company,
Sole General Partner

By: 
J. Malcolm Morris
Vice President and Secretary

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ZIFF DAVIS

TEL:212 503 3581

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EXHIBIT "B"

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Sec. 17-804

DELAWARE CORPORATION LAW ANNOTATED

none, the limited partners, or a person approved by the limited partners or, if there is more than 1 class or group of limited partners, then by each class or group of limited partners, in either case, by limited partners who own more than 50 percent of the then current percentage or other interest in the profits of the limited partnership owned by all of the limited partners or by the limited partners in each class or group, as appropriate may wind up the limited partnership's affairs; but the Court of Chancery, upon cause shown, may wind up the limited partnership's affairs upon application of any partner, his legal representative or assignee, and in connection therewith, may appoint a liquidating trustee.

(b) Upon dissolution of a limited partnership and until the filing of a certificate of cancellation as provided in § 17-203 of this title, the persons winding up the limited partnership's affairs may, in the name of, and for and on behalf of, the limited partnership, prosecute and defend suits, whether civil, criminal or administrative, gradually settle and close the limited partnership's business, dispose of and convey the limited partnership's property, discharge or make reasonable provision for the limited partnership's liabilities, and distribute to the partners any remaining assets of the limited partnership, all without affecting the liability of limited partners and without imposing the liability of a general partner on a liquidating trustee.

§ 17-804. Distribution of assets

(a) Upon the winding up of a limited partnership, the assets shall be distributed as follows:

(1) To creditors, including partners who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the limited partnership (whether by payment or the making of reasonable provision for payment thereof) other than liabilities for which reasonable provision for payment has been made and liabilities for distributions to partners under § 17-601 or § 17-604 of this title;

(2) Unless otherwise provided in the partnership agreement, to partners and former partners in satisfaction of liabilities for distributions under § 17-601 or § 17-604 of this title; and

(3) Unless otherwise provided in the partnership agreement, to partners first for the return of their contributions and second respecting their partnership interests, in the proportions in which the partners share in distributions.