



ZIFF-DAVIS
a SOFTBANK
company
www.zd.com

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New York, NY 10016
Tel: 212-503-3500
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Legal Department

MRD 2-16-00

02-17-2000



February 16, 2000

Via Facsimile: (703)308-7124

101247543

RECORDATION FORM COVER SHEET - TRADEMARKS

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

Re: Recordal of Assignment of Partnership Interest
From: Disney Computer Magazine Group, Inc
To: ZD Inc.

Sir:

Please record the attached pertinent portions of original documents or copy thereof:

1. Name of conveying party(ies):
Disney Computer Magazine Group, Inc., a California Corporation;
2. Name and address of receiving party(ies):
ZD Inc., a Delaware Corporation;
28 East 28th Street
New York, New York 10016
3. Nature of conveyance: Bill of Sale and Assignment of Joint Venture Interest Agreement
Date of execution: April 30, 1998
4. Trademark application/registration numbers:
 - A. Please see attached Schedule A (applications)
 - B. Please see attached Schedule B (registrations)
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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TRADEMARK
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Re: Recordal of Assignment of Partnership Interest
From: Disney Computer Magazine Group, Inc.
To: ZD Inc.

6. Total number of applications and registrations involved: 3
(1 application and 2 registrations)
7. Total fee enclosed: \$90.00.
Please charge our deposit account No. 26-0235 the sum of \$90.00 to cover the fee for Recordal of Assignment of Partnership Interest. 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 pertinent portions of the original document.

Sincerely,



Andrea Van Kampen
February 16, 2000

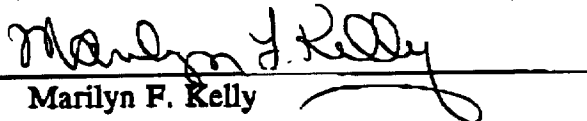
Total number of pages comprising cover sheet: 4

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 February 17, 2000.

Signature:


Marilyn F. Kelly

SCHEDULE "A"**SCHEDULE OF U.S. TRADEMARK APPLICATIONS**

Recordal of Assignment of Partnership Interest
from Disney Computer Magazine Group, Inc. to ZD Inc.

<u>Mark</u>	<u>Class</u>	<u>Serial No.</u>	<u>Filed</u>
FAMILY PC TEACHERS' TECHNOLOGY GRANT	36	75/468543	4/15/1998

SCHEDULE "B"

SCHEDULE OF U.S. TRADEMARK REGISTRATIONS

**Recordal of Assignment of Partnership Interest
from Disney Computer Magazine Group, Inc. to ZD Inc.**

<u>Mark</u>	<u>Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SCHOOLPC	16	2,292,951	11/16/1999
SCHOOLPC	42	2,147,994	3/31/1998

EXECUTED**Bill of Sale and Assignment of Joint Venture Interest Agreement**

THIS BILL OF SALE AND ASSIGNMENT OF JOINT VENTURE INTEREST AGREEMENT (the "Agreement"), dated as of this 30th day of April, 1998 (the "Effective Date") by and among ZD, INC. (f/k/a Ziff-Davis Inc.), a Delaware corporation, with its principal offices at One Park Avenue, New York, New York 10016 ("ZD"), as successor in interest to Ziff Communications Company, DISNEY COMPUTER MAGAZINE GROUP, INC. a California corporation, with its principal offices at 500 South Buena Vista Street, Burbank, California 91521 ("Disney") and FAMILY PC, a general partnership organized under the laws of the State of New York ("FPC"). Capitalized Terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Partnership Agreement.

ZD and Disney each own a [REDACTED] general partnership interest in FPC, pursuant to a Partnership Agreement, between Ziff Communications Company (the predecessor to ZD) and Disney, dated March 18, 1994 (the "Partnership Agreement").

ZD desires to purchase, and Disney desires to sell to ZD, all of Disney's partnership interest in FPC, on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of [REDACTED]

[REDACTED] the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ZD and Disney hereby agree as follows:

1. **Sale, Assignment and Transfer of the Partnership Interest.** Disney hereby sells, transfers, assigns, conveys and delivers to ZD and ZD hereby purchases and acquires all of Disney's right, title and ownership interest in FPC, including, without limitation, all partnership or other ownership interests of any nature whatsoever in FPC (the "Partnership Interest"), free and clear of all liens, encumbrances, or claims; except for any liens, encumbrances, or claims that have or may have been granted by Disney in connection with the Partnership Interest for the purpose of either guaranteeing obligations or liabilities of FPC or for or on behalf of FPC and that have been disclosed in writing to ZD.

2. **Certain Trademark Matters.** The trademarks used in connection with the FPC business which are listed in Exhibit A (the "Transferred Marks") are covered by registrations and applications for registration in the name of Disney Enterprises, Inc. (DEI), the parent company of Disney, and The Walt Disney Company ("TDWC")

(f) Disney, FPC and ZD, and their representatives will exercise their best efforts to maintain confidentiality with respect to the terms and conditions of this Agreement, except to the extent that disclosure is mandated by the legal requirements of any party (i.e., the requirements of federal and state securities laws). In connection therewith, each party hereto agrees that it shall not make any press release or public disclosure related to this Agreement, the terms or conditions of this Agreement or the transactions contemplated hereby without the prior written consent of each and every of the other parties hereto, not to be unreasonably withheld.

(g) Upon execution of this Agreement, ZD acknowledges and understands that DMP, and its authorized representatives and agents, shall cease and discontinue the solicitation and/or sale of all forms of advertising for or on behalf of FPC.

(h) In the event of any conflict between the provisions of this Agreement and the Partnership Agreement, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

DISNEY COMPUTER MAGAZINE
GROUP INC.

By: 

Name: Kenneth E. Heins
Title: Vice President

ZD, INC. f/k/a
ZIFF-DAVIS INC.

By: 

Name:
Title:

J.P.

FAMILY PC, a general partnership

ZD
By: ~~ZIFF-DAVIS~~, INC., a general Partner

By: 

Name:
Title:

J.P.