

12-22-1999

U.S. Department of Commerce  
Patent and Trademark Office

MMJ  
12/8/99

REC



101230304

To the Honorable Commissioner of Patents and Trademarks

documents or copy thereof.

1. Name of conveying party(ies):  
DOMAIN.COM, INC.

Name and Address of receiving party(ies)

Good Catalog Company

12-08-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #31

Address: 5456 S.E. International Way  
Portland, OR 97222

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State                  Delaware  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

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  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

Execution Date: September 15, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/720939

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Mark A. Sirota  
The Reader's Digest Association, Inc.  
Reader's Digest Road  
Pleasantville, NY 10570-700

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40

Enclosed

Any deficiency is authorized to be charged to Deposit Account No. 18-0570

8. Deposit Account No. 18-0570

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

DO NOT USE THIS SPACE

9. 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.*

Mark A. Sirota

Name of Person Signing

Signature

12/8/99

Date

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

Mail to: U.S. Patent and Trademark Office, Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

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TRADEMARK  
REEL: 002003 FRAME: 0032

## ASSIGNMENT OF TRADEMARK/DOMAIN NAME

ASSIGNMENT OF TRADEMARK/DOMAIN NAME dated as of September 15, 1999 by and between DOMAIN.COM, INC. and GOOD CATALOG COMPANY.

**WHEREAS**, DOMAIN.COM, INC. ("Assignor"), a Delaware corporation doing business as Gifts.com, on its own behalf, is the owner of all right, title, and interest in and to the trademark "gifts.com" (hereinafter the "Mark") including, without limitation, the goodwill of the business symbolized thereby and the application to register the Mark identified on Schedule A attached hereto, which Mark identifies the goods and services set forth in Schedule A;

**WHEREAS**, Assignor hereby represents and warrants that it has the sole right in and to the URL www.gifts.com (hereinafter the "Domain Name") registered with InterNIC, free and clear of all liens, pledges, security interests, encumbrances and restriction of any kind whatsoever; and

**WHEREAS**, GOOD CATALOG COMPANY, a Delaware corporation ("Assignee"), desires to acquire all right, title and interest in and to the Mark and the Domain Name including, without limitation, all right, title, and interest in and to any and all registrations for and applications to register the Mark and the Domain Name.

**NOW, THEREFORE**, in consideration of the issuance to the Assignor of shares of common stock of Assignee pursuant to the letter agreement dated August 12, 1999 and the Contribution Agreement dated as of September 15, 1999, among Assignee, The Reader's Digest Association, Inc. and Assignor and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to

(i) the Mark together with the goodwill of the business symbolized by the Mark and any and all registrations for and applications to register the Mark including, without limitation, the application to register the Mark identified in Schedule A attached hereto; and

(ii) the Domain Name, including without limitation, the right to register the Domain Name with InterNIC.

Assignor agrees that it will execute such deeds, documents and any other instruments as are necessary or required and take such actions as are necessary or required in order for the assignments contemplated herein to take effect and to effect the purposes of this Assignment and for Assignee to obtain, enforce, and defend its rights in the Mark and the Domain Name including, without limitation, (i) delivering to Assignee all documentation related to its ownership of the Mark and the Domain Name thereafter needed by Assignee to establish its rights in and to the Mark and the Domain Name, (ii) delivering to Assignee Assignor's complete application and registration files for the Mark and the Domain Name, (iii) delivering to Assignee any and all materials showing Assignor's or its predecessor in interest's first use of the Mark on or in connection with the goods and services listed in Schedule A and first use of the Mark in interstate commerce in connection with said goods and services, and (iv) subject to Section 4 of the Contribution Agreement between Assignor, Assignee and The Reader's Digest Association, Inc. dated as of September 15, 1999, taking whatever steps are necessary to fully effectuate as

## SCHEDULE A

<u>Mark</u>	<u>Serial No.</u>	<u>Goods/Services</u>
Gifts.com	75/720939	Class 8: Hand tools and knives  Class 14: Jewellery, rings, necklaces, pendants, charms, watches and clocks  Class 16: Books, manuals, posters and greeting cards  Class 18: Briefcases, luggage and purses  Class 20: Picture frames and carved statuettes  Class 21: Mugs, glassware and crystal  Class 25: Clothing and shoes  Class 27: Plaques, pictures and picture frames and posters  Class 28: Games, toys and Christmas ornaments  Class 35: On-line advertising and referral services via global computer network

soon as possible a transfer of the Domain Name to Assignee including, without limitation, submitting an authenticated request for the same to InterNIC.

In the event that Assignor fails or refuses to assign, abandon, withdraw or cancel the Mark and/or the Domain Name as provided herein, then this Assignment of Trademark/Domain Name shall serve as such assignment and by this Assignment of Trademark/Domain Name, Assignor does hereby convey, transfer, assign and deliver to Assignee or any party designated by Assignee, free and clear of all liens, claims and encumbrances, known to the Assignor, except rights which the corporation formed in Delaware (or any other state) under the name "gifts.com" may have acquired, and any rights J.C. Penney may have acquired by registering and using the domain name "gift.com", all of Assignee's right, title and interest in and to the Mark and the Domain Name and all related goodwill, together with any and all registrations or applications for the Mark and the Domain Name. This Assignment of Trademark/Domain Name may be submitted to any authorities to effect the assignment, transfer, abandonment, withdrawal or cancellation described herein.

Except without the prior written authorization of Assignee, Assignor shall not adopt or use, or cause to be adopted or used, any mark or name that is the same of confusingly similar to the Mark or the Domain Name or which tends to dilute the distinctiveness of either.

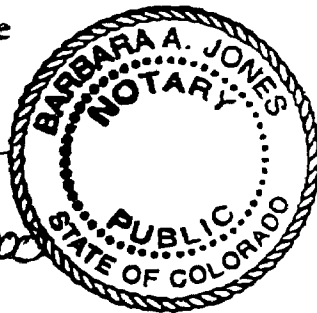
This Assignment of Trademark/Domain Name is made effective as of the 15<sup>th</sup> day of September, 1999.

DOMAIN.COM, INC.

By: A. Emmet Stephenson, Jr.  
Name: A. Emmet Stephenson, Jr.  
Title: Chairman and Vice President

SUBSCRIBED and SWORN to before me this 8<sup>th</sup> day of November, 1999.

Barbara A. Jones  
Notary Public



My commission expires: 03/04/2000

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**Certificate of Express Mail under 37 CFR 1.10**

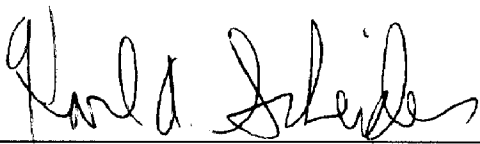
Title of Invention      Recordal of Assignment  
Title of Paper          Recordal of Assignment from DOMAIN.COM, INC. to Good  
Catalog Company

Express Mail mailing label number EJ150184154US

Date of Deposit: December 8, 1999

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Assistant Commissioner for Patents and Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513

Karl A. Scheider  
(Typed or printed name of person mailing paper or fee)

  
\_\_\_\_\_  
(Signature of person mailing paper or fee)