

03-14-2000



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10-22-99

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

Merger

Change of Name

Other

Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/T/A

Composed of

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Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  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.)

Corporation  Association

Other

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

REEL: 002003 FRAME: 0433

**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)**

75137803	<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:

#

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.

Linda R. Kastner

Name of Person Signing

Signature

February 24, 2000

Date Signed

## RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of October 1, 1999 by Paribas, Chicago Branch, as Agent (f/k/a Banque Paribas Chicago Branch, as Agent) ("Paribas").

WHEREAS, Paribas and Books Are Fun, Ltd. (f/k/a Reading's Fun/Books Are Fun, Ltd.) ("Borrower"), entered into that certain Assignment of Trademarks (the "Assignment of Trademarks"), dated as of May 1, 1997;

WHEREAS, the Assignment of Trademarks granted Paribas a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of Borrower to Paribas (the "Obligations");

WHEREAS, Paribas recorded the Assignment of Trademarks on April 9, 1998 at Reel 1709, Frame 0782 in the United States Patent and Trademark Office; and

WHEREAS, Borrower has satisfied all of the Obligations and has requested that Paribas release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Paribas hereby agrees as follows:

Paribas hereby fully releases and terminates its security interests in and liens on:

(a) all of Borrower's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Borrower's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks or of any license with respect thereto.

Paribas further agrees, at the sole cost and expense of Borrower, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, Paribas has caused this Release of Trademarks to be duly executed as of the day and year first above written.

PARIBAS, CHICAGO BRANCH, AS AGENT (F/K/A  
BANQUE PARIBAS, CHICAGO BRANCH, AS AGENT)

By:   
Name: STEVEN M. HEINEN  
Title: MANAGING DIRECTOR

SCHEDULE A  
TO  
RELEASE OF TRADEMARKS

<u>Trademark</u>	<u>Trademark Application Serial Number</u>	<u>Filing Date</u>
Books Are Fun	75/137,803	July 18, 1996