

06-26-2000

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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECC

05-23-2000

HEET

U.S. Patent & TMO/c/TM Mail RoptDt. #31

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
Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership Corporation Association

Corporation Association

Other

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.)

Citizenship/State of Incorporation/Organization

06/23/2000 DNGUYEN 00000281 122315 2280853

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FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002092 FRAME: 0141

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2280853"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:
Deposit Account

Enclosed

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

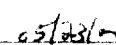
No

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.

Susan M. Mulholland
Atty. for SmarterKids.com, Inc.


Signature


Date Signed

Name of Person Signing

Signature

Date Signed


ACQUISITION AGREEMENT


This Agreement among SmarterKids.com, Inc., a Delaware corporation ("**Buyer**"); Smart Kids Company, Inc., a Connecticut corporation ("**Smart Kids Company**"); S.K.C., Inc., a Connecticut corporation ("**SKC**"); and Mary DeSilva, being the owner of all of the outstanding capital stock and other equity interests in Smart Kids Company and SKC (the "**Stockholder**"). Smart Kids Company, SKC and the Stockholder are referred to herein together as "**Sellers**."

In consideration of the covenants and conditions set forth in this Agreement, the parties agree as follows:

1. Purchase of Trademarks and Other Assets. (a) Sellers hereby sell, transfer and assign to Buyer all right, title and interest owned by them or any of them throughout the world in the trademarks, tradenames, domain names and other assets (the "**Assets**") listed on Schedule 1.

(b) The Assets shall include, in addition to the Assets listed in Schedule 1, all trademarks, domain names, service marks, trade dress, logos, tradenames and service names, all copyrights, and all other proprietary rights and moral rights relating to the Assets (including without limitation associated goodwill and remedies against infringements thereof, rights to damages for the past infringement thereof, including any infringement by Buyer, and rights of protection of an interest therein under the laws of all jurisdictions), all registrations and applications for registration thereof, and all copies and tangible embodiments thereof. The Assets shall not include the assets listed on Schedule 2.

(c) Subject to the terms and conditions of this agreement, each party will use its best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated by this Agreement. Sellers and Buyer each agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this agreement and to vest in Buyer good and marketable title to the Assets. Sellers also shall execute such specific assignments of title as shall be requested by Buyer. If any of the Sellers after the date hereof acquires any additional interest in the Assets, or acquires any interest in trademarks, tradenames, domain names or other intellectual property containing the words "smart," or "smarter," alone or in any combination with "kids" or "children," as one word or multiple words, with or without additional words, or any word, term, name, symbol, or device, or any combination thereof that sounds similar to, looks similar to, or otherwise is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of such Seller with respect to any of the Assets or the trademark SMARTERKIDS, such Seller agrees to assign such interest to Buyer without further consideration.





05-23-2000

U.S. Patent & TMOfc/TM Mail Ropt Dt. #31

LUCASH, GESMER & UPDEGROVE, LLP

ATTORNEYS AT LAW

40 BROAD STREET

BOSTON, MASSACHUSETTS 02109-4310

TELEPHONE: (617) 350-6800

FACSIMILE: (617) 350-6878

www.lgu.com

Susan M. Mulholland
smulholland@lgu.com

May 23, 2000

VIA EXPRESS MAIL

U.S. Patent and Trademark Office
Assignment Division
North Tower Building
2800 Crystal Drive
Arlington, VA 22202-3513
Box: Assignments

RE: SMARTERKIDS.COM, INC.
Recordation of Trademark Assignment – SMART KIDS' Reg. #2,280,853

Dear Sir or Madam:

Enclosed for recording are:

1. A redacted Assignment of Trademarks from Smart Kids Company, Inc. to SmarterKids.com, Inc. under 37 C.F.R. §3.25;
2. A Recordation Form Cover Sheet referencing the same; and
3. A receipt post card referencing the above items.

The required filing fee of \$40.00 as prescribed by 37 C.F.R. §2.6(b)(6) should be charged to Deposit Account No. 122315 of Lucash, Gesmer & Updegrove, LLP. A duplicate copy of this letter is attached for charging purposes.

Please return the recorded certificate to the undersigned.

Respectfully submitted,


Susan M. Mulholland

SMM/wp
Enclosures

I, Amenia Corn, do hereby certify that the foregoing documents are being deposited with the United States Postal Service as Express Mail, postage prepaid, in an envelope addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513, on this date of 5/23/00


Name

EL171153890US

Express Mail Label Number

5/23/00

Date of Deposit

TRADEMARK

REEL: 002092 FRAME: 0144



05-23-2000

U.S. Patent & TMOfo/TM Mail Ropt Dt. #91

I, GESMER & UPDEGROVE, LLP

ATTORNEYS AT LAW

40 BROAD STREET

BOSTON, MASSACHUSETTS 02109-4310

TELEPHONE: (617) 350-6800

FACSIMILE: (617) 350-6878

www.lgu.com

Susan M. Mulholland
smulholland@lgu.com

May 23, 2000

VIA EXPRESS MAIL

COPY

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Arlington, VA 22202-3513
Box: Assignments

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Name
EL171153890US

Express Mail Label Number

5/23/00

Date of Deposit

TRADEMARK
REEL: 002092 FRAME: 0145

IN WITNESS WHEREOF, the parties have executed this Agreement and became bound by this Agreement as of the dateset forth below.

SMARTERKIDS.COM, INC.

SMART KIDS COMPANY, INC.

By: [Signature]
Title: CEO

By: _____
Title: _____

Date: 9/2/99

Date: _____

S.K.C., INC.

By: _____
Title: _____

Date: _____

Mary DeSilva

Date: _____

ent By: RAPAPORT&ELLENTHAL;

12033598528;

Sep-7-99 16:03;

IN WITNESS WHEREOF, the parties have executed this Agreement and became bound by this Agreement as of the dates set forth below.

SMARTERKIDS.COM, INC.

SMART KIDS COMPANY, INC.

By: _____
Title:

By: Mary DeSilva
Title: President

Date: _____

Date: 9/4/99

S.K.C., INC.

By: Mary DeSilva
Title: President

Date: 9/6/99

Mary DeSilva
Mary DeSilva

Date: 9/6/99

SCHEDULE 1

Assets

SMART KIDS Trademark Registration Number: 75-450,057

smartkidstoys.com

smartkidstoys.net

smartkidstoys.org

ismartkidstoys.com

ismartkids.com

ismarterkids.com

smarterkidstoys.com

toysforsmartkids.com

toys4smartkids.com