

07-06-2000

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



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

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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 <input checked="" type="checkbox"/> New <input type="checkbox"/> Resubmission (Non-Recordation) Document ID # <input type="text"/> <input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/> <input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>	Conveyance Type <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> License <input type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment <input type="checkbox"/> Merger Effective Date Month Day Year <input type="text" value="10/11/99"/> <input type="checkbox"/> Change of Name <input type="checkbox"/> Other <input type="text"/>
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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/TA

Composed of

Address (line 1)

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

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

07/06/2000 DNGUYEN 00000008 7576911A

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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

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TRADEMARK

REEL: 002096 FRAME: 0481

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

(650) 494-0600

Name

David N. Weiskopf, Esq.

Address (line 1)

Fenwick & West LLP

Address (line 2)

Two Palo Alto Square

Address (line 3)

Palo Alto, California 94306

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

6

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).

Trade Application Number(s)

Registration Number(s)

75/769,118

75/772,029

Number of Properties

Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 65.00

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:

50-0261

Authorization to charge additional fees:

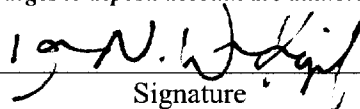
Yes No

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 portions of the original document. Charges to deposit account are authorized, as indicated herein.

DAVID N. WEISKOPF

Name of Person Signing



Signature

6 JUNE, 2000

Date Signed

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") made as of October 11, 1999, by and among: (i) Alibris, a California corporation ("Buyer"); (ii) Bibliocity, Inc., a California corporation (the "Seller"); and (iii) Pritchard Holdings, LLC, and JFP Holdings, LLC, the controlling shareholders of Seller (collectively with Paul Pritchard and John Pritchard, the "Shareholders").

RECITALS

A. Seller owns and operates an Internet World Wide Web Site known as *Bibliocity* through which consumers and businesses may purchase from third party dealers used and out-of-print books, maps, autographed works, ephemera and related collectibles (the "Business"). Seller desires to sell substantially all of its assets to Buyer.

B. Buyer desires to purchase substantially all of the assets of Seller and to assume only those liabilities of Seller specified hereinafter.

NOW THEREFORE, in consideration of the premises and the representations, warranties, covenants and conditions set forth hereinafter, the parties agree as follows:

ARTICLE 1 PURCHASE OF ASSETS

1.1 Purchase and Sale. Upon satisfaction of all conditions to Closing stated in Articles 5 and 6 and delivery of all items required by Article 7 of this Agreement, Seller shall sell, convey and assign to Buyer, free and clear of all liens, claims, encumbrances and rights of others, all assets of every kind and nature, real, personal, or mixed, tangible or intangible, owned by Seller or used in, derived from or necessary to, the Business conducted by Seller (the "Assets"), including, in the case of assets consisting of contract rights, Seller's rights in such contracts. The Assets include, without limitation, the following:

(a) Intellectual Property. Except as expressly set forth in Schedule 2.5, all copyrights, trademarks, trade names, service marks, logos, proprietary designs and concepts, technical data, trade secrets and other intellectual property rights or intangible property rights, including, without limitation, the name, logo, design and mark *Bibliocity*, the internet domain name "www.bibliocity.com" and all associated goodwill and all registrations and applications and all renewals and extensions related thereto;

(b) Lists. All lists of dealers, buyers, users, subscribers, suppliers, prospects, customers, advertisers and sponsors, user surveys and related data, market studies and research, and all mailing lists or contact lists, and all materials and media related thereto, including, but not limited to, computer tapes, diskettes and other media, print-outs, and other data;

(c) Contract Rights, Etc. All contracts, commitments, leases and agreements of the Seller listed or summarized on Schedule 1.1(c) hereto (the "Assigned Contracts");

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

BIBLIOCITY, INC.

By: Paul Pritchard

Its: CEO

ALIBRIS

By: _____

Its: _____

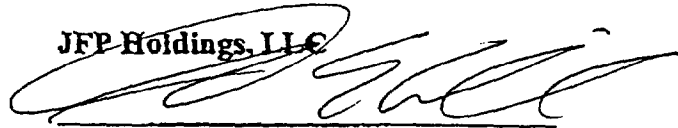
SHAREHOLDERS:

Pritchard Holdings, LLC



Steven Hill, manager

JFP Holdings, LLC



Steven Hill, manager

AS INDIVIDUALS:

Paul Pritchard

Paul Pritchard

John Pritchard

John Pritchard

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

BIBLIOCITY, INC.

By: _____

Its: _____

SHAREHOLDERS:

Pritchard Holdings, LLC.

Steven Hill, manager

AS INDIVIDUALS:

Paul Pritchard

ALIBRIS

By: Michael K. Kende

Its: President + CEO

JFP Holdings, LLC

Steven Hill, manager

John Pritchard

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

BIBLIOCITY, INC.

ALIBRIS

By: _____

By: _____

Its: _____

Its: _____

SHAREHOLDERS:

Pritchard Holdings, LLC.

JFP Holdings, LLC

Steve Hill, manager

Steven Hill, manager

AS INDIVIDUALS:

Paul Pritchard

John Pritchard

John Pritchard

SELLER'S AND SHAREHOLDERS'

Schedule of Exceptions

The following information and exceptions to representations and warranties are provided in connection with that certain Asset Purchase Agreement dated as of October __, 1999 (the "Agreement"), by and among Alibris (the "Buyer"), Bibliocity, Inc. (the "Seller"), Pritchard Holdings, LLC, and JPF Holdings, LLC (together the "Shareholders"). Capitalized terms not defined herein have the meanings ascribed to them in the Agreement. References below to any agreement or other document also incorporates herein the terms and information set forth in the agreement or document. The information in this schedule is organized by reference to the related paragraphs of the Agreement and information in any paragraph below qualifies the referenced paragraph and any other relevant provisions in the Agreement, to the extent it is reasonably clear from the information presented that such information is relevant to the other provisions, even absent specific cross-reference.

AGREEMENT SECTION _____

INFORMATION AND EXCEPTIONS

1.1(c)

The Seller's contract with the Antiquarian Bookseller's Association of America requires the ABAA's consent to any assignment, and Seller and Buyer have agreed to coordinate an attempt to to develop and maintain a relationship between the ABAA and Buyer. Seller offers no assurance as to any such future relationship. The Seller's agreements with book dealers participating in its website are month-to-month arrangements to which Buyer will acquire Seller's rights, but which will not otherwise involve assignment. The Seller will assign any rights it has under the GNU General Public License discussed under Section 2.5 below. There are no other contract rights to be assigned by Seller. Accordingly, Seller knows of no "Assigned Contracts".

2.2

The following warrants or other rights to purchase Seller's common shares are outstanding:

<u>Warrant Holder</u>	<u>Shares</u>
Roger Clark	5,000
Michael Keller	10,000
Steven Hill	60,000
Michael Mathews	2,500

2.5

Seller's search engine software incorporates proprietary software used under the GNU General Public License dated June 1991, a copy of which

has been provided to Buyer's counsel. Among other things, the license conditions Seller's ability to distribute commercially software based on the GNU proprietary software.

Seller acquired certain intellectual property rights at the time of its organization by means of those certain Deeds of Assignment executed by Paul Pritchard and John Pritchard, respectively, in favor of the Seller, an Addendum to such Deeds executed by Seller, Paul Pritchard and John Pritchard, and a Deed of Settlement executed by Seller and Bibliocity Pty Ltd, an Australian company that had formerly been licensee of such rights. Copies of each of the foregoing instruments have been provided to Buyer's counsel.

Seller has applied for federal trademark/trade name protection for each of the names "Bibliocity" and "Comicman".

2.6 Attached are copies of unaudited financial statements of Seller. These statements consist of a balance sheet dated as of August 31, 1999, a statement of profit and loss from May 1999 (inception) through August 1999, and the general ledger reflecting all transactions as of August 31, 1999. This financial information has not been prepared or audited by an independent certified public accountant, and is not prepared or presented in accordance with generally accepted accounting principles. These statements have been prepared by Seller's management from its books and records.

2.7(a), (b) The Seller terminated the employment of Elizabeth Seymour on September 15, 1999; as of the date of her termination she had been in the employ of the company for less than three months.

A royalty payment in the amount of \$3,000 was paid to each of John and Paul Pritchard pursuant to the Deeds of Assignment described in Section 2.5 above.

Seller's board of directors has authorized payment of bonus compensation to each of Paul Pritchard and Steven Hill, in an aggregate amount not to exceed \$100,000, and provided that, after giving effect to any such bonus amount, Seller will have \$1.2 million in cash reserves plus an additional \$15,000 in liquidation reserves, as of the Closing date. Such bonus compensation is to be paid as soon as the foregoing calculations can be made and before the Closing date.