

02-20-2001

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

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



101614592

2-5-01

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
Effective Date
Month Day Year

Merger

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

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

02/20/2001 DBYRNE 00000042 1636278

FOR OFFICE USE ONLY

65E

01 FC:481 40.00 DP
02 FC:998 25.00 DP

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: 002237 FRAME: 0806

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="1636278"/>	<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):

\$ 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: #

Authorization to charge additional fees:

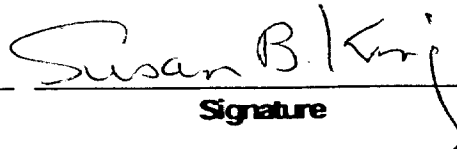
Yes

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 B. King



January 29, 2001

Name of Person Signing

Signature

Date Signed

01/19/2001 16:48 DIAMOND EXEC. OFFICE -> 16082849404
Jan. 09 2001 10:50AM GCOLL

(608) 284-9404

NO. 908 003

p. 4

**ASSIGNMENT OF TRADEMARKS
PICK HITS TO CLICK**

RECITALS

- 1) Diamond Comic Distributors, Inc., a Maryland corporation with its business address at 1966 Greenspring Drive, Suite 300, Timonium, Maryland 21092 ("Assignor"), acquired and owns the trademarks PICK HITS TO CLICK and PICK HITS TO CLICK AND DESIGN, registered in the United States Trademark Office respectively, as Registrations No. 1627522 and 1636278 (collectively, the "Marks").
- 2) Mark No. 1627522 was registered on December 11, 1996 by Capital City Distribution, Inc. ("Capital City").
- 3) Mark No. 1636278 was registered on February 26, 1991 by Capital City.
- 4) Assignor acquired the Marks on August 19, 1996 from Capital City.
- 5) Assignor filed on March 22, 1997 its Sections 8 & 15 Declarations of Use and an Affidavit of Incontestability to maintain Mark No. 1636278.
- 6) Such declarations have been accepted by the United States Trademark Office.
- 7) Milton Grieppe was the president of Capital City when Assignor acquired the Marks.
- 8) Milton Grieppe conducts business today through Grieppe Consulting, LLC, a Wisconsin limited liability company with its business address of 17 White Oaks Lane, Madison, Wisconsin 53711 ("Assignee").
- 9) Assignee desires to acquire any and all rights that Assignor may have in and to the Marks and the registrations therefore, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Marks and the registrations therefore for the United States and throughout the world, together with the goodwill of the business associated with the Marks, all as symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee, a U.S. Patent and Trademark Registration Form, and all papers, instruments, and assignments, and to perform other reasonable acts Assignee may require in order to vest all Assignor's rights, title and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor. Any and all costs with respect to this Assignment shall be paid by Assignee.

ASSIGNOR: DIAMOND COMIC DISTRIBUTORS, INC.

By:

Charles Parker
Charles Parker, Executive Vice President

Date: 1/12/01