

02-23-2001

Attorney Docket No. 15818T-14

FORM PTO-1594
1-31-92

RECORD
TI

U.S. DEPARTMENT OF COMMERCE
Patents and Trademark Office



101619287

To the Honorable Commissioner of Patents and Trademarks. Please

y thereof.

1. Name of conveying party(ies):

PICS Retail Networks, Inc. *1-31-01*

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

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: 1-10-01

Name: PRN Corporation

Internal Address:

Street Address: 201 Third Street, Suite 700

City: San Francisco State: CA ZIP: 94103

- 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

(Designation must be a separate document from Assignment)

Additional names and addresses attached? Yes No

4. Application Number(s) or Registration Number(s).

A. Trademark Application No(s):

B. Trademark Registration No(s): 1,942,170

Additional numbers attached? Yes No

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

Name: John A. Hughes, Esq.
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200

6. Total number of applications and registrations involved 3

7. Total fee (37 CFR 3.41): \$120.00

- Enclosed
- Charge Fees to Deposit Account
- Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number: 20-1430

(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 is true and correct and any attached copy is a true copy of the original document.

John A. Hughes
Name of Person Signing

Signature

Date *1/10/01*

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

10. Change Correspondence Address to that of Part 5? Yes No

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover to:

Asst. Commissioner for Trademarks
Box: Assignments
Washington, D.C. 20231

02/22/2001 AAHMED1 00000087 201430 1942170

01 FC:481
02 FC:482

40.00 CH
50.00 CH

TRADEMARK
REEL: 002239 FRAME: 0573

1. Additional name(s) of conveying party(ies):
(Continued from Page 1)

2. Additional name(s) and address(es) of receiving party(ies):
(Continued from Page 1)

3. Additional application number(s) or registration number(s):
(Continued from Page 1)

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,945,059
2,322,181

SF 165907 v1
SF 1181430 v1

SCHEDULE A TO TRADEMARK ASSIGNMENT

Pursuant to the attached Trademark Assignment, the following marks are assigned from PICS Retail Networks, Inc. to PRN Corporation:

<u>MARK</u>	<u>U.S. REG. NO.</u>
TOY PICS®	1,942,170
THE TOY INFO NETWORK®	1,945,059
INTERACTIVE DEPARTMENT®	2,322,181

ASSIGNMENT

This ASSIGNMENT is made from PICS Retail Networks, Inc., a Delaware corporation whose principal place of business is 201 Third Street, Suite 700, San Francisco, California 904103 (hereinafter "Assignor"), to PRN Corporation, a Delaware corporation whose principal place of business is 201 Third Street, Suite 700, San Francisco, CA 94103 (hereinafter "Assignee").

WHEREAS, Assignor claims and warrants that it owns all rights, title and interest of every kind, nature or description in and to various trademarks, service marks, tradenames, slogans, and trade dress, including but not limited to the marks listed in Schedule A hereto (hereinafter collectively "the Marks"), including the U.S. Trademark and Service Mark Registrations and Applications therefore, all of the business related thereto, all of the goodwill pertaining thereto, all rights to use, register or renew registrations for the Marks, or collect royalties for the licensing thereof, and all claims for infringement thereof (hereinafter "All Rights in the Marks"); and

WHEREAS, Assignor and Assignee wish for Assignee to acquire All Rights in the Marks (as defined hereinabove).

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee All Rights in the Marks (as defined hereinabove). The rights of Assignee at common law and/or to the end of the term or terms of which registration of the Marks may be granted or renewed are to be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; including all claims for royalties for licensing of the Marks and damages by reason of past infringement(s) of the Marks, with the right to sue for and collect the same for its own use and benefit, for the use, benefit and on behalf of its successors, assigns and other legal representatives.

In Witness Hereof, Assignor has executed this Assignment effective as of

January 10, 2001.

PICS RETAIL NETWORKS, INC.
ASSIGNOR

Dated: January 10, 2001

By Theresa Harris
Theresa Harris
Vice President

SF 1175790 v1