

04-11-2001

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



101659698

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

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 3-20-01

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

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Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year
03 19 2001

Conveying Party Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
03 19 2001

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

Citizenship/State of Incorporation/Organization

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.)

04/10/2001 TDIAZ1 00000140 75943889

FOR OFFICE USE ONLY

115E

01 FC=481 40.00 DP
02 FC=482 75.00 DP

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

TRADEMARK
REEL: 002267 FRAME: 0610

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" value="75943889"/>	<input type="text" value="75943990"/>	<input type="text" value="75943991"/>
<input type="text" value="75943992"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<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.

Todd Braverman

Todd Braverman

3/20/01

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

THIS AGREEMENT is entered into as of the 19th day of March, 2001 by and between SparkNotes LLC ("Assignee"), a New York limited liability company, and TheSpark.com Inc., a Massachusetts corporation ("Assignor").

WHEREAS, Assignor represents that it is the owner of all right, title and interest in the trade names, fictitious names, logos, designs, common law trademarks and service marks, trademark and service mark registrations and applications and domain names listed on the attached Schedule A (hereinafter referred to as the "Marks"). Notwithstanding the foregoing, it is understood that Assignor makes no representations as to ownership of the domain names listed on Schedule A except for ownership of a registration pertaining thereto and such rights under common law that accrue from the use in commerce of such domain names as trademarks;

WHEREAS, Assignee is the successor to the business of Assignor to which the Marks pertain, pursuant to an Asset Purchase Agreement, dated as of March 8, 2001, as amended, between Assignor and Assignee, and such business is ongoing and existing; and

WHEREAS Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Marks and any applications or registration therefor, together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks, along with the right to recover damages and profits for past infringements thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and convey unto Assignee all of its right, title and interest in and to the Marks, including such other trademarks, service marks, trade names and trade dress as may be owned by Assignor and used in connection with the Marks, and any applications or registrations therefor, together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks, including, but not limited to, the use of the Marks in any manner; and Assignor does hereby further assign, sell, transfer and convey unto Assignee any and all claims of Assignor for past infringement and any and all causes of action of Assignor with respect to or arising out of the Marks, along with the right to recover damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any 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 the Assignee, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, the undersigned authorized officer of Assignor has duly executed this Trademark Assignment for and on behalf of Assignor on the day and year first above written.

THESPAK.COM INC.

By: Alex Navarro
Name:
Title:

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 19th day of March, 2001, personally appeared Alex Navarro, to me known and known to me to be the Vice President of TheSpark.com Inc., the Assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of said Assignor and pursuant to authority duly received, and who, having been duly sworn, stated that any representations therein contained are true.

Kevin A. Carey
Notary Public

KEVIN A. CAREY
Notary Public, State of New York
No. 01CA5032093
Qualified in Bronx County
Commission Expires Aug. 15, 2002

SCHEDULE A

I. U.S. Trademark Registrations and Applications

1. SPARKNOTES - U.S. Application Serial No. 75/943,989.
2. THESPARK.COM & DESIGN - U.S. Application Serial No. 75/943,992.
3. THESPARK.COM - U.S. Application Serial No. 75/943,990.
4. PIMPIN' CUPID - U.S. Application Serial No. 75/943,991.

II Domain Names

1. SPARKNOTE.COM
2. SPARKSNOTES.COM
3. SPARKNOTES.COM
4. THESPARK.COM
5. SPARKMAIL.COM
6. THESPANK.COM
7. PIMPINCUPID.COM
8. SPARKCAM.COM
9. SPARKCAMS.COM
10. AYETURF.COM
11. ASKJESUS.ORG
12. YEASTWAR.COM
13. SPARKMATCH.COM
14. SPARKMALL.COM

III. Common Law Marks

1. THE SPARK NETWORK
2. THE SPARKIVE
3. SPARKCAM
4. SPARKCHAT
5. SPARKMATCH
6. SPARKCARDS
7. ASKJESUS
8. BONE-EASY
9. SM (SPARK MATCH LOGO)
10. I CAN'T BELIEVE IT'S NOT BETTER

11. TAKING THE "F" OUT OF UCKING UP
12. I'M WITH STUPID
13. SPARK IT UP!
14. INTERNET LIKE BURNING
15. THINK ABOUT IT
16. FREE ONLINE STUDY GUIDES
17. WHY BUY CLIFFS NOTES, SPARKNOTES ARE FREE!
18. NOT FORBIDDEN ANYMORE...
19. WE HOOK YOU UP
20. ONLINE SINCE 1999
21. SO HOT, YOU SUCK
22. FREE EMAIL WITH A BANG.
23. AUTOMATIC PAPER WRITER
24. THESPARKCAM
25. BONE-EASY SEX ACQUISITION SOFTWARE
26. BURN MAKER 2.0
27. SPARKCAMS
28. DELIVER THE DIS SOFTWARE
29. BONE-EASY (PALM PILOT)