

07-03-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Doubleday Direct, Inc.

06/17/02

- Individual(s) Association General Partnership Limited Partnership Corporation-State New York Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: November 15, 2001

2. Name and address of receiving party(ies)

Name: BOL International GmbH

Internal Address: Attn: Monika Koennecke

Street Address: Carl-Bertelsmann-Straße 270

City: 33311 Gutersloh State: Germany Zip

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other GmbH -- Germany

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2376004, 2409132 and 2386287

Additional number(s) attached Yes No

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

Name: Monika Koennecke

Internal Address: BOL International GmbH

Street Address: Carl-Bertelsmann-Straße 270

33311 Gutersloh, Germany

City: State: Zip:

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41) \$ 90.

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

501476

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

Jacqueline Chasey

Name of Person Signing

Jacqueline Chasey Signature

10/10/01 Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

07/03/2002 6TON11 00000064 501476 2376004

01 FC:481 40.00 CH 02 FC:482 50.00 CH

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Mark: BOL (Design)

Registration No.: 2376004

Registration Date: August 8, 2000

Box POST REG
Assistant Commissioner of Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

DESIGNATION OF DOMESTIC REPRESENTATIVE

The undersigned, on behalf of assignee, BOL International GmbH, hereby appoints Jacqueline Chasey, whose postal address is c/o Bertelsmann, Inc., 1540 Broadway, New York, NY, as assignee's representative, upon whom notice or process in proceedings affecting the registration may be served.

Dated: May 23, 2002

By: 

Name: Dr. Reinhard Liedl

Title: Managing Director

Trademark Transfer and Assignment Agreement

AGREEMENT (this "Agreement") dated as of October ²³, 2001, is made and entered into by and between Doubleday Direct, Inc., New York, New York, U.S.A., ("Transferor") and BOL International GmbH, Gütersloh, Germany ("Transferee").

WHEREAS, Transferor is registrant of the trademarks/service marks listed and described on Exhibit 1 hereto (the "BOL Marks"); and

WHEREAS, Transferor desires to assign and transfer to Transferee and Transferee desires to acquire all of Transferor's right, title, and interest (if any) in and to the BOL Marks.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Transferor and Transferee agree as follows:

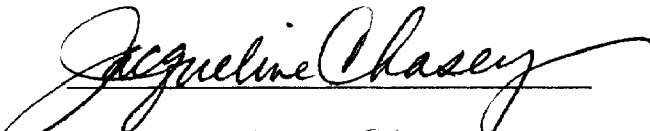
1. Transferor hereby transfers and assigns to Transferee all of Transferor's right, title and interest in and to the BOL Marks, the registrations, together with the goodwill of the business in connection with which the said marks are used and which is symbolized by the BOL Marks, along with the right to recover for damages and profits for past infringements thereof.
2. As consideration for the foregoing transfer and assignment, Transferee agrees reimburse Transferor for all out-of-pocket expenses which Transferor may incur for the registration, retention and filing of this Agreement for the BOL Marks, which shall be payable no later than completion of the transfer of the BOL Marks to Transferee in a manner to be mutually agreed between Transferor and Transferee. For purposes of this Agreement, the "completion of the transfer" shall be deemed to occur at the time the U.S. Patent and Trademark Office (the "PTO") records the within assignment in its records. As between Transferor and Transferee, no failure or delay on the part of the PTO to record this assignment shall limit, impair, or otherwise affect the validity or effect of Paragraph 1 hereof.
3. Transferor covenants that Transferor will, at Transferee's costs, cooperate fully in and will execute all documents, papers, forms and authorizations and take all other actions that may be necessary or desirable for transferring to Transferee all right, title and interest in and to the BOL Marks, including but not limited to communicating with the PTO Transferor's intention to assign and transfer the BOL Marks to Transferee, always subject to Transferee refunding all costs incurred by Transferor as a result of such cooperation.
4. Transferor hereby represents and warrants that Transferor is the registrant or applicant of the BOL Marks and Transferor is fully authorized to enter this Agreement and to convey, transfer and assign to Transferee all of its right, title and interest in and to the BOL Marks. To the best of Transferor's knowledge, no third party has claimed any right, title or interest to or in the BOL Marks and that the acquisition of the BOL Marks by Transferor does in no way require the consent of any third party, nor does it affect any third party's rights.

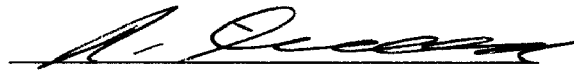
5. This Agreement shall be governed by and construed in accordance with the laws of New York, New York, U.S.A. In case of disputes or collection, all disputes arising out of the interpretation of this Agreement or the question of its validity or enforceability shall be brought in the competent Federal District Court for the Southern District of New York to the exclusion of all other courts.
6. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

DOUBLEDAY DIRECT, INC.

BOL INTERNATIONAL GmbH


By: Jacqueline Chasey


Dr. Reinhard Liedl

Title: Vice President & Secretary

Managing Director

Date: October 23, 2001

November 15, 2001

EXHIBIT 1
BOL MARKS

MARK:	STATUS:	PTO REGISTRATION NO.
BOL	Registered	2409132
BOL (design)	Registered	2376004
BOL.COM	Registered	2386287