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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): Sterling Publishing Co., Inc. 4.2.03
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State New York
Other
Additional name(s) of conveying party(ies) attached? Yes [X] No

2. Name and address of receiving party(ies)
Name: B&N SPC Acquisition Corp.
Internal
Address:
Street Address: 387 Park Avenue South
City: New York State: NY Zip: 10016
Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State Delaware
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes [X] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes [X] No

3. Nature of conveyance:
[X] Assignment Merger
Security Agreement Change of Name
Other
Execution Date: January 21, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
See attached schedule.
Additional number(s) attached Yes [X] No

6. Total number of applications and registrations involved: 16

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Todd Braverman, Esq.
Internal Address: Bryan Cave LLP
Street Address: 1290 Avenue of the Americas
City: New York State: NY Zip: 10104

7. Total fee (37 CFR 3.41) \$ 415.00
[X] Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 50-1821

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9. Signature.

Todd Braverman
Name of Person Signing

Todd Braverman
Signature

4/2/03
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

04/03/2003 ECODPER 00000162 76427647

01 FC:8521 40.00 OP
02 FC:8522 375.00 OP

TRADEMARK REEL: 002708 FRAME: 0078

TRADEMARKSSTERLING PUBLISHING CO. INC.
ALTAMONT PRESS, INC.

MARK	COUNTRY	APPLICATION / REGISTRATION NUMBER	FILING / REGISTRATION DATE	CLASS	STATUS	NOTES / ISSUES
1. IN A WEEKEND	U.S.	76/427,647	July 5, 2002	16	Newly Filed	Owned by Sterling Publishing Co., Inc.
2. BRAINSTAINS	U.S.	76/405,305	May 9, 2002	16	Non-Final Action Mailed - September 30, 2002	Owned by Sterling Publishing Co., Inc.
3. FOR WIMPS	U.S.	76/338,630	November 16, 2001	16	Approved for Publication - October 29, 2002	Owned by Sterling Publishing Co., Inc.
4. GIGGLE FIT	U.S.	76/284,193	July 12, 2001	16	Approved for Registration - October 29, 2002	Owned by Sterling Publishing Co., Inc.
5. FOR WIMPS	U.S.	76/183,854	December 19, 2000	16	Abandoned - Failure to Respond - January 2, 2002	Owned by Sterling Publishing Co., Inc.
6. FOR THE FIRST TIME	U.S.	2,431,236	February 27, 2001	16	Registered	Owned by Sterling Publishing Co., Inc.
7. THE WEEKEND CRAFTER	U.S.	2,404,008	November 14, 2000	16	Registered	Owned by Sterling Publishing Co., Inc. Assigned from Altamont Press, Inc. October 2, 2001
8. IN AN AFTERNOON	U.S.	2,410,410	December 5, 2000	16	Registered	Owned by Sterling Publishing Co., Inc.
9. WORKSHOP BENCH REFERENCE	U.S.	2,371,877	July 25, 2000	16	Supplemental Register	Owned by Sterling Publishing Co., Inc.

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10.	HEALTHFUL ALTERNATIVES	U.S.	75/757,632	July 22, 2000	16	Abandoned - Failure to Respond August 14, 2000	Owned by Sterling Publishing Co., Inc.
11.	MIGHTY MINI	U.S.	2,341,157	April 11, 2000	16	Registered	Owned by Sterling Publishing Co., Inc.
12.	LARK BOOKS	U.S.	2,149,262	April 7, 1998	16	Registered	Owned by Sterling Publishing Co., Inc. Assigned from Altamont Press, Inc. October 2, 2001
13.	CRAFT IMPRESSIONS	U.S.	2,204,437	November 17, 1998	16	Registered	Owned by Sterling Publishing Co., Inc.
14.	LITTLE GIANT	U.S.	2,179,291	August 4, 1998	16	Registered	Owned by Sterling Publishing Co., Inc.
15.	TWO-HOUR CRAFT & HOURGLASS DESIGN	U.S.	2,196,323	October 13, 1998	16	Registered	Owned by Sterling Publishing Co., Inc.
16.	S STERLING PUBLISHING CO., INC.	U.S.	1,970,955	April 30, 1996	16	Registered Sections 8 and 15 Accepted	Owned by Sterling Publishing Co., Inc.

BILL OF SALE

THIS BILL OF SALE, is made and delivered this 11~~th~~ day of January, 2003, by Sterling Publishing Co., Inc., a New York Corporation ("Sterling"), in favor of B&N SPC Acquisition Corp., a Delaware corporation ("Purchaser").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of December 12, 2002 (the "Purchase Agreement"), between Barnes & Noble, Inc., a Delaware corporation ("Barnes & Noble") and Sterling, Sterling has agreed to sell, transfer and assign to Barnes & Noble and Barnes & Noble has agreed to purchase from Sterling, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, all of Sterling's right, title and interest in and to the assets of Sterling set forth herein; and

WHEREAS, Barnes & Noble assigned its rights under the Purchase Agreement to the Purchaser; and

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Purchase Agreement.

2. Conveyance. Sterling hereby sells, assigns, transfers, conveys and delivers all unto Purchaser, its successors and assigns, to and for their use forever of Sterling's right, title and interest in and to all of Sterling's assets and properties of every kind (whether tangible or intangible, real, personal or mixed, whether accrued, contingent or otherwise), wherever located, as they exist on the date hereof, including without limitation:

(a) all of the issued and outstanding shares of capital stock of Altamont Press, Inc., a North Carolina corporation;

(b) all of Sterling's accounts receivable, checks in transit, royalties receivable, prepaid expenses, deposits, notes, and other current assets;

(c) all of Sterling's rights under agreements with book packagers, authors, artists, illustrators and employees, under distributorship and sales agency agreements, and under all other agreements, leases, commitments and orders relating to the Business (including, without limitation, all agreements under which Sterling sold foreign or subsidiary rights and all agreements listed on schedules 4.12 and 4.15(g) of Purchase Agreement;

(d) all of Sterling's rights with respect to the publication and distribution of books previously published or distributed by Sterling or in process, including Sterling's rights under agreements relating to the distribution of Sterling's books outside of the United States and Canada;

(e) all of Sterling's manuscripts, editorial material and other publication materials, whether or not copyrighted or otherwise protectable under patent, trademark, copyright or other similar laws, and all artwork, photographs, film, and production materials;

(f) all of Sterling's work in process and all material used in connection with the production of books, including, but not limited to, manuscripts and other materials in electronic form, sheets, plates, negatives, films and other reproducible materials, and all paper inventory.

(g) all of Sterling's inventory of books published or to be published by Sterling, including, without limitation, those listed on schedule 1.1(g) of the Purchase Agreement, and all archives;

(h) all of Sterling's United States and foreign rights in copyrights (including registrations and applications for registration of any copyrights); all United States and foreign patents, trademarks, trade names, URL's, trade dress and logos (including all registrations and applications for registration of any of them) now or previously used by Sterling in connection with the Business, including those listed on schedule 4.15(c) of the Purchase Agreement, together with the good will of the business associated with those trademarks, trade names and logos; all rights to all Internet domain names and the content of any websites; all trade secrets, designs, plans, specifications, technology, and know-how; and all other intangible assets and proprietary rights;

(i) all of Sterling's rights in computer software (including data and related documentation);

(j) all of Sterling's databases in any format or media, and all books, records, files and other records and data relating to the operations of the Business, including, but not limited to, accounting information (including the general ledger), sales correspondence, mailing lists, promotional and sales materials, and surveys and credit and sales records;

(k) all of Sterling's office and warehouse supplies, stationery, forms, labels, and similar supplies;

(l) all of Sterling's equipment (including computers and office equipment), vehicles, furniture, fixtures, inventory, supplies, and leasehold improvements, and all of Sterling's other tangible assets, wherever located;

(m) all of Sterling's franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies, including without limitation, the permits (if any) listed on schedule 1.1(m) of the Purchase Agreement.

(n) all of Sterling's claims against third parties arising out of the operation of the Business (including claims relating to infringement of Sterling's trademarks or copyrights or other intellectual property rights) and claims under manufacturers' and

vendors' warranties, whether known or unknown, contingent or noncontingent, including without limitation, the claims (if any) listed on schedule 1.1(n) of the Purchase Agreement;

(o) all of Sterling's rights to the post office boxes, telephone numbers and facsimile numbers used in the Business;

(p) all of Sterling's rights to the corporate name "Sterling Publishing" and any variation of that name;

(q) all of Sterling's transferable rights to insurance benefits, including rights and proceeds, arising from or related to the Assets or the liabilities assumed by Purchaser pursuant to section 2.1(b) of the Purchase Agreement; and

(r) all unexpired, transferable warranties and guarantees from third parties with respect to any of the forgoing; (items (a) to (r), collectively referred to as the "Purchased Assets").

3. Notwithstanding anything to the contrary in paragraph 2 above, the Purchased Assets shall not include:

(a) all of Sterling's cash, bank deposits, certificates of deposit, commercial paper, treasury bills and notes, money market accounts and other marketable securities;

(b) all of Sterling's rights to income tax refunds;

(c) Sterling's rights under any agreement, commitment or order as to which consent to assignment is required but has not been obtained, subject to the provisions of Section 6.5 of the Purchase Agreement;

(d) Sterling's income tax returns and financial statements, and all minute books, stock record books and other corporate records;

(e) the consideration payable by the Purchaser under the Purchase Agreement;

(f) the assets referred to on schedule 1.2 of the Purchase Agreement; and

(g) except as otherwise assumed pursuant to section 6.8 of the Purchase Agreement, all rights and interests under any Employee Benefit Plan.

4. Power of Attorney. Sterling hereby irrevocably designates, makes, constitutes and appoints Purchaser, its successors or assigns, the true and lawful attorney (and agent-in-fact) of Sterling with full power of substitution, for the benefit and at the expense of Purchaser, and except as may be limited by or otherwise provided for in the Purchase Agreement (a) where such proceedings cannot be in the name of Purchaser, its successors and assigns, to institute and prosecute all proceedings which Purchaser may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to any of the Purchased Assets, to defend or compromise any and all actions, suits or proceedings in respect of any of the Purchased Assets,

and to do all such acts and things in relation thereto as Purchaser shall deem advisable, provided that Purchaser provides Sterling with contemporaneous notice of each instance when it invokes this power of attorney; (b) to endorse Sterling's name on any payment, instrument, notice, or other similar document or agreement relating to the Purchased Assets for the period commencing with the date hereof that may come in to the possession of Purchaser or under Purchaser's control with respect to the Purchased Assets; and (c) to receive and open all mail addressed to Sterling and reasonably believed by Purchaser to relate to the Purchased Assets (provided that items not relating to the Purchased Assets for the period commencing with the date hereof shall be returned to Sterling). Sterling acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by Sterling in any manner or for any reason. Purchaser shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers which constitute Purchased Assets, including any amounts payable as interest in respect thereto.

5. Undertakings. If, subsequent to the date hereof, any property that is part of the Purchased Assets herein conveyed comes into possession of Sterling, Sterling shall promptly deliver the same to Purchaser and, if such property is in the form of checks, drafts or other negotiable instruments, Sterling shall promptly endorse the same to Purchaser.


6. Purchase Agreement. Nothing contained in this Bill of Sale shall be deemed to supersede, enlarge, limit or modify any of the obligations, agreements, covenants or warranties of Sterling or Purchaser contained in the Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale as provided in the Purchase Agreement. If any conflict exists between the terms of this Bill of Sale and the Purchase Agreement, then the terms of the Purchase Agreement shall govern and control.

7. Successors and Assigns. This Bill of Sale and all of the provisions hereof shall be binding upon and shall inure to the benefit of the Purchaser and its successors and assigns.

8. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of laws principles.

IN WITNESS WHEREOF, Sterling has caused this Bill of Sale to be executed and delivered as of the date first above written.

STERLING PUBLISHING CO., INC.

By: 
Name:
Title:

B&N SPC ACQUISITION CORP.

By: _____
Name:
Title: