

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crown Books Corporation		08/29/2001	CORPORATION:

RECEIVING PARTY DATA

Name:	A&S Booksellers, Inc.
Also Known As:	AKA A&S Bargain Books
Street Address:	14480 Amby Ct
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92129
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1287484	CROWN BOOKS
Registration Number:	1285664	
Registration Number:	1829042	CROWN OUTLET
Registration Number:	1109752	CROWN BOOKS
Registration Number:	1516040	CROWN KIDS
Registration Number:	1730018	SUPER CROWN
Registration Number:	1889048	KIDS
Registration Number:	1733752	SUPER CROWN
Registration Number:	1109753	IF YOU PAID FULL PRICE, YOU DIDN'T BUY IT AT CROWN BOOKS
Registration Number:	2191001	WHEN IT COMES TO LOW PRICES, WE WROTE THE BOOK
Registration Number:	1239809	"NOW, YOU'LL NEVER HAVE TO PAY FULL PRICE AGAIN"

CORRESPONDENCE DATA

OP \$290.00 1287484

Fax Number: (858)538-2265
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 858-538-2230
Email: alex@asbooksellers.com
Correspondent Name: Alex Smyth
Address Line 1: 14480 Amby Ct
Address Line 4: San Diego, CALIFORNIA 92129

NAME OF SUBMITTER:	Alex Smyth
--------------------	------------

Signature:	/Alex Smyth/
------------	--------------

Date:	03/08/2005
-------	------------

Total Attachments: 5
source=Email0001#page1.tif
source=Email0002#page1.tif
source=Email0003#page1.tif
source=Email0005#page1.tif
source=Email0006#page1.tif

ASSIGNMENT OF U.S. TRADE MARKS

WHEREAS, Crown Books Corporation, a Delaware corporation ("Assignor"), is the sole and exclusive owner of the United States trademark registrations described on Schedule A attached hereto and made a part hereof; and

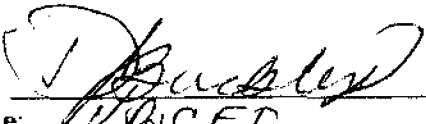
WHEREAS, A&S Booksellers, Inc. ("Assignee") has acquired all right, title and interest in to and under said marks and the registrations thereof pursuant to an agreement of sale dated July 9, 2001; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby assign and transfer to said Assignee, all of its right, title and interest in, to and under said marks and registrations, together with the goodwill of the business symbolized by and associated with said marks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for is own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

2. Assignor does hereby covenant and warrant that it has full right to convey the registrations and applications herein assigned.

CROWN BOOKS CORPORATION

By:  (SEAL)
Title: VP/CFO
Date: 8/29/01

SCHEDULE A - U.S. TRADEMARK REGISTRATIONS

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Crown Books Corporation, a Delaware corporation ("Seller"), hereby sells, transfers, signs and delivers to A&S Booksellers, Inc. ("Buyer") all of Seller's right, title and interests in and to the property described on Attachment A to this Bill of Sale. This sale and transfer is made by Seller without any warranty of any kind whatsoever.

Signed on behalf of Seller this 8th day of August, 2001.

CROWN BOOKS CORPORATION

By: *D. Buckley*
Name: Dennis J. Buckley
Title: VP/CEO

Date: 8/29, 2001

CROWN BOOKS U.S. Reg. No. 1,287,484

CROWN DESIGN U.S. Reg. No. 1,285,664

CROWN OUTLET - U.S. Reg. No. 1,829,042

CROWN BOOKS & DESIGN - U.S. Reg. No. 1,109,752

CROWN KIDS & DESIGN - U.S. Reg. No. 1,516,040

SUPER CROWN U.S. Reg. No. 1,730,018

KIDS & DESIGN - U.S. Reg. No. 1,889,048

SUPER CROWN & DESIGN U.S. Reg. No. 1,733,752

IF YOU PAID FULL PRICE, YOU DIDN'T BUY IT AT CROWN BOOKS - U.S. Reg. No. 1,109,753

WHEN IT COMES TO LOW PRICES, WE WROTE THE BOOK - U.S. Reg. No. 2,191,001

NOW, YOU'LL NEVER HAVE TO PAY FULL PRICE AGAIN - U.S. Reg. No. 1,239,809

AGREEMENT OF SALE

This Agreement ("Agreement") is made by and between Crown Books Corporation, a Delaware corporation ("Crown"), and the undersigned buyer ("Buyer"). For good and valuable consideration, the parties, intending legally to be bound, agree as follows:

1. Subject to and on the terms and conditions set forth herein, Crown shall sell to Buyer, and Buyer shall purchase from Crown, all of Crown's right, title and interest in and to the intellectual property described on Attachment A to this Agreement (the "Property").
2. The purchase price for the Property is the sum of \$7,500.00 (the "Purchase Price"), which sum shall be held in escrow pending the Closing.
3. Consummation of the sale described herein (the "Closing") shall take place at the office of Crown's counsel in Wilmington, Delaware no later than the fifth day following the date the Bankruptcy Court approves this Agreement. At the Closing, or release of the Purchase Price from escrow for payment, Crown shall sign and deliver to Buyer an assignment or such other document reasonably requested by Buyer transferring to Buyer all of Crown's right, title and interest in and to the Property.
4. Closing is contingent upon the Bankruptcy Court's approval of this sale. If that approval is not obtained within 60 days after the date of this Agreement, then either party, by written notice to the other, may terminate this Agreement without any liability to the other, whereupon the Deposit shall be returned to Buyer.
5. Buyer shall pay any sales, use, excise or similar taxes imposed upon or as a result of this sale. This document constitutes the entire agreement between the parties with regard to its subject matter. It shall not be changed orally, but only by writing signed by both parties. This Agreement is binding and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of Delaware, excluding its principles of conflicts of laws. The United States Bankruptcy Court for the District of Delaware shall have exclusive jurisdiction and venue to enforce the provisions of this Agreement.

Witness the hands and seals of the parties as of the dates set forth below.

THE BUYER:
A.G.S. Booksellers

CROWN BOOKS CORPORATION

By: [Signature]
Title: Pres. & CEO
Date: 10/10/01, 2001

By: [Signature] (SEAL)
Title: VP & CFO
Date: 10/29, 2001

Description of Property

Trade Names:

Crown Books
Crown Design
Crown Outlet
Crown Books & Design
Crown Kids & Design
Crown Outlet
Super Crown
Kids & Design
Super Crown & Design

"If you paid full price, you didn't buy it at Crown Books"
"When it comes to low prices, we wrote the Book"
"Now, you'll never have to pay full price again"