

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Ziff Davis Publishing Holdings Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Electronics Boutique of America, Inc.
Internal _____
Address: _____
Street Address: 931 South Mallack Street
City: West Chester
State: Pennsylvania
Country: USA Zip: 19382

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 14, 2005

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) 2803432

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
trademark: GMR, filing date: 9-18-2002

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

Name: Tara Garfinkle
Internal Address: 12th Floor, Legal Dept.
Street Address: 28 East 28th Street
City: New York
State: New York Zip: 10016
Phone Number: 212-503-3554
Fax Number: 212-503-3560
Email Address: tara_garfinkle@ziffdavis.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 501540
Authorized User Name Tara Garfinkle

9. Signature: _____ /taragarfinkle/ 3-14-2005
Signature Date

Name of Person Signing Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6996, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

CH \$40.00 501540 2803432

[Redacted]

MAGAZINE PUBLISHING AND MARKETING AGREEMENT

This Magazine Publishing And Marketing Agreement ("Agreement") is effective as of the 12th day of November, 2002 ("Effective Date") and is entered into by and between ELECTRONICS BOUTIQUE OF AMERICA, INC. ("EB"), a Delaware corporation with its principal place of business at 931 South Matlack Street, West Chester, Pennsylvania 19382, and ZIFF DAVIS MEDIA INC. ("Ziff Davis"), a Delaware corporation with its principal place of business at 28 East 28th Street, New York, New York 10016.

WHEREAS, EB owns a chain of interactive gaming stores and desires to collaborate with Ziff Davis to develop and market the "Publication" as defined herein;

WHEREAS, Ziff Davis is a magazine publisher and desires to collaborate with EB to create, develop, market and distribute the Publication;

WHEREAS, EB and Ziff Davis agree to collaborate on the Publication on the following terms and conditions;

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ziff Davis and EB hereby agree as follows:

1. The Publication

(a) General Description. Ziff Davis and EB will collaborate on the development and marketing of a monthly print magazine that focuses primarily on various aspects of electronic and online games (the "Publication"). Attached as Schedule A to this Agreement is a general description of the Publication, including the type and amount of various forms of content, regular features, target audience and overall "look and feel" (the "Editorial Policies"). The parties agree that the Publication will be produced in a manner consistent with the Editorial Policies, which may only be modified or changed with the consent of each party. The parties may discuss an electronic version (or versions) of the Publication at some point during the Term (as defined in Section 13(a)), subject to mutually agreeable terms (including financial terms) for new electronic formats and methods of distribution as may be developed during the Term.

(b) Distribution. The Publication will be distributed primarily to subscribers who purchase subscriptions at EB stores. Ziff Davis will be responsible for arranging for the distribution of the Publication to subscribers via U.S. mail. In addition, EB may offer for sale in the EB stores a limited number of each edition of the Publication.

(c) Title and Branding. Ziff Davis and EB will have mutual approval over the title of the Publication and any changes to it, which the parties have tentatively agreed initially will be GMR (the "Title"). The Publication will be a Ziff Davis branded publication and will include appropriate citations to Ziff Davis as publisher, although the parties may mutually agree to include certain EB trademarks and logos in the Publication.

representative to be reasonably available to the EB representative during regular business hours throughout the Term.

(e) Ziff Davis Subscription Sales. To the extent Ziff Davis sells subscriptions to the Publication, either as an initial subscription or a renewal, Ziff Davis shall be entitled to a bounty of \$2.00 per subscription. The remaining subscription price shall be paid to EB. Payments to EB shall be made in cash monthly following the receipt by Ziff Davis of payment for the subscription sold. Payments shall be accompanied by a schedule supporting such payment. Ziff Davis shall use reasonably commercial efforts to collect any subscription revenues respecting subscriptions that it sells other than for cash. In the event Ziff Davis fails to collect payment for any subscription that it sells within ninety (90) days after such new subscriber is added to the Subscriber List (as defined in Section 3(c)), Ziff Davis shall promptly notify EB in writing of the non-paying subscriber so that EB may remove such subscriber from the Subscriber List. Ziff Davis shall provide to EB relevant subscription information respecting any subscriptions that it sells, in a mutually agreed upon format and schedule, for purposes of updating the Subscriber List.

3. Obligations and Responsibilities of EB

(a) Trademark and Copyright Registration. EB will be responsible for obtaining, in its name, such copyright protection for the Publication and such trademark protection for the Title as it deems appropriate. All costs and expenses relating to copyright and trademark registrations and protection shall be the responsibility of EB. To the extent Ziff Davis has taken any action with respect to the copyrights in the Publication or the trademark for the Title, it will transfer such rights to EB, and EB shall reimburse Ziff Davis for all reasonable out-of-pocket costs incurred by Ziff Davis.

(b) Representatives. EB will designate one or more of its employees to act as its representative in connection with all decisions relating to the Publication. Such representative will meet with the designated representatives of Ziff Davis in a formal, scheduled review session no less frequently than once every quarter during the Term. In addition, EB will cause its representative to be reasonably available to the Ziff Davis representative during regular business hours throughout the Term.

(c) Sale of Subscriptions. EB shall be responsible for subscription sales, and developing a subscription list for the Publication (the list of subscribers to be referred to herein as the "Subscriber List"). EB agrees to offer for sale subscriptions to the Publication in each of its stores. EB shall deliver the relevant subscription information to Ziff Davis according to a mutually agreed upon format and schedule, but no less often than once per month, and Ziff Davis shall have the right to share aggregate subscription data with advertisers. Except as set forth in Section 2(e) herein, all subscription revenue for subscriptions sold by EB shall be for the account of EB.

(d) Compensation and Costs. In consideration for the creation, development, manufacturing and promotion of the Publication, EB agrees to pay Ziff Davis the Service Fees and the Operating Costs (as defined in Section 7), including reimbursement of any Operating Costs incurred by Ziff Davis, as provided in Section 8 herein.

Assignment Clause

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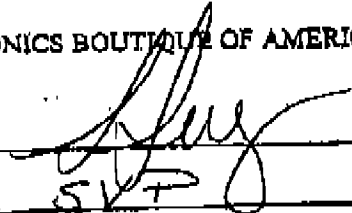
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IN WITNESS WHEREOF, the parties have caused this Magazine Publishing and Marketing Agreement to be duly executed as of the dates set forth below.

ELECTRONICS BOUTIQUE OF AMERICA, INC. ZIFF DAVIS MEDIA INC.

By:



By:



Title:

SVT

Title:

SVT Group Ziff Davis Media

Date:

11/13/02

Date:

November 13, 2002

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