

07-08-1998

U.S. DEPARTMENT OF COMMERCE

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Patent and Trademark Office  
Docket No. 338922400000

MRO 6-19-98

100755885

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

1. Name of conveying party(ies):  
Genesis Direct Twenty-One, LLC

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

A Delaware limited liability company

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

2. Name and address of receiving party(ies):

Name: Genesis Direct, Inc.  
Internal Address:  
Street Address: 100 Plaza Drive  
City: Secaucus, State: NJ ZIP: 07094

- Individual(s) citizenship: \_\_\_\_\_
- Association: \_\_\_\_\_
- General Partnership: \_\_\_\_\_
- Limited Partnership: \_\_\_\_\_
- Corporation-State: Delaware
- Other: \_\_\_\_\_

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: June 6, 1998

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

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Registration No.(s)

**75234647; 75234648**

Additional numbers attached?  Yes  No

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

Carla B. Oakley  
Morrison & Foerster LLP  
425 Market Street  
San Francisco, California 94105-2482

6. Total number of applications and trademark registrations involved: 2

7. Total fee (37 C.F.R. § 3.41): \$65.00

- Enclosed
- Authorized to be charged to deposit account, referencing Attorney Docket 338922400000

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952

**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.

Name: Carla B. Oakley

*Carla B. Oakley*  
Signature

6-14-98  
Date

Total number of pages comprising cover sheet, attachments and document: 3

07/07/1998 DMSUYEN 00000125 75234647

01 FC:481  
02 FC:482

40.00 OP  
25.00 OP

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

sf-523347

TRADEMARK

REEL: 1748 FRAME: 0272

### ASSIGNMENT OF TRADEMARKS

WHEREAS, GENESIS DIRECT TWENTY-ONE, LLC ("Genesis Direct 21"), a limited liability company organized under the laws of the State of Delaware, and having its principal place of business at 100 Plaza Drive, Secaucus, New Jersey 07094, is the owner of the following trademarks and applications to register such Trademarks in various jurisdictions (collectively referred to hereinafter as the "Trademarks"):

Mark	Jurisdiction	Application No.	Application Date
GLOBALFRIENDS (Class 16)	U.S.	75/234,648	January 31, 1997
GLOBALFRIENDS (Class 28)	U.S.	75/234,647	January 31, 1997
GLOBALFRIENDS	European Community	606,848	July 28, 1997
GLOBALFRIENDS	France	98/728837	April 20, 1998
GLOBALFRIENDS	Germany	398 20 406.3/16	April 9, 1998
GLOBALFRIENDS	U.K.	2163844	April 9, 1998
GLOBALFRIENDS	Japan	10-33140	April 17, 1998

WHEREAS, Genesis Direct, Inc. ("Genesis Direct"), a corporation organized under the laws of the State of Delaware, and having its principal place of business at 100 Plaza Drive, Secaucus, New Jersey 07094, is desirous of acquiring said Trademarks and related applications;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Genesis Direct 21 does hereby assign and transfer to Genesis Direct all right, title and interest in and to said Trademarks, together with the goodwill of business symbolized by said Trademarks, the applications to register such Trademarks (identified above), all common law rights, and the right to recover for damages and past infringements for said Trademarks.

In connection with such assignment, Genesis Direct 21 shall execute such further documents as Genesis Direct may request in order to effect such assignment.

Signed at 100 Plaza Drive, Secaucus, NJ 07094, this  
6th day of June, 1998

GENESIS DIRECT TWENTY-ONE, LLC

Signature: 

Printed Name: Warren Stouhl

Its: CEO