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SHEET U.S. DEPARTMENT OF COMMERCE

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Patent and Trademark Office

U.S. Patent & TMO/ TM Mail Rcpt Dt. #10

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

1. Name of conveying party(ies):
Comark Merchandising, Inc.

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

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

3. Nature of conveyance:

- X Assignment
- ___ Security Agreement
- ___ Other
- ___ Merger
- ___ Change of Name

Execution Date: 11/07/1996

2. Name and address of receiving party(ies)

Name: PICS Previews, Inc.

Internal Address: _____

Street Address: 655 Montgomery Street, Suite 1140

City: San Francisco State: CA ZIP: 94111

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1678497

Additional numbers attached? ___ Yes X No

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

Name: Joseph T. Nabor, Esq.

Internal Address: _____

Street Address: FITCH, EVEN, TABIN & FLANNERY

135 South LaSalle Street, Suite 900

City: Chicago State: IL ZIP: 60603-4277

6. Total number of applications and registrations involved: 1

7. Total Fee (37 CFR 3.41) \$40.00

X Enclosed

___ Authorized to be charged to deposit account

8. Deposit Account No.

06-1135

11/16/1998 DMGUYEN 00000172 1678497

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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.

Joseph T. Nabor
Name of Person Signing

Joseph T. Nabor
Signature

10/28/98
Date

Total number of pages including cover sheet, attachments, and document: 7

TRADEMARK ASSIGNMENT

WHEREAS, Comark Merchandising, Inc., an Illinois corporation, having its principal place of business at 770 Arthur Avenue, Elk Grove Village, IL 60007 ("Assignor"), is the owner of the trademarks/service marks as listed on Schedule A attached hereto (the "Marks"); and

WHEREAS, PICS Previews, Inc., a Delaware corporation, having its principal place of business at 655 Montgomery Street, Ste. 1140, San Francisco, CA 94111 ("Assignee"), is desirous of acquiring the Marks together with the good will of the business with which the Marks are used and which is symbolized by the Marks and any and all registrations and applications for registration of the Marks;

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has assigned and by these presents, does hereby sell, transfer, convey and assign unto Assignee the entire right, title, and interest in and to the Marks, all registrations and all applications for registration of the Marks, including without limitation the right to recover for past infringement of the Marks, and the good will of the business in connection with which the Marks are used and which is symbolized by the Marks.

Assignor hereby further covenants and agrees that Assignor will communicate to Assignee, its successors, legal representatives and assignees, any facts known to Assignor respecting the Marks, and at Assignee's sole expense testify in any legal proceeding, sign all lawful papers, execute all applications for registration, make all rightful oaths, and generally do everything possible to aid, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Marks in all countries.

Assignor and Assignee agree that, notwithstanding any other provision of this Trademark Assignment, this Trademark Assignment shall be effective on and after November 7, 1996.

IN WITNESS WHEREOF, this Trademark Assignment is executed this 7th day of November, 1996.

COMARK MERCHANDISING, INC.

By: Richard Kentzack

Name: RICHARD KENTZACK

Title: President

ATTEST:

By: Sid Glick

Name: Sid Glick

Title: Asst. to Secy

PICS PREVIEWS, INC.

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

SCHEDULE A
to
TRADEMARK ASSIGNMENT

Trademarks/Service Marks:

FETF NO.	Serial No.	Filing Date	Regis. No.	Issue Date	Mark	
39593	300,736	3/11/81	1,253,380	10/4/83	BONUS BUY	(Supplemental Registration)
40743	350,256	2/16/82	1,267,110	2/14/84	SNAP-IN	
44163	525,512	3/6/85	1,372,491	11/26/85	COUFUND	
39593	545,646	7/1/85	1,395,645	6/3/86	BONUS BUY	
-----	797,137	5/1/89	1,633,143	1/29/91	SAVINGS STATION	(Owner of Record is Retail Innovations, Inc.)
50797	146,578	3/11/91	1,672,593	1/21/92	COPY STOP	
51373	150,247	3/22/91	1,675,299	2/11/92	COMARK	
50879	116,793	11/19/90	1,678,497	3/10/92	SHELF SHOUTER	

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