

01-19-2000



101245790

RECORDATION OF
TRADEMARKS ONLY

*MMD
12-22-99*

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission Document ID # (Non-Recordation)

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment **License**

Security Agreement **Nunc Pro Tunc Assignment**

Merger **Effective Date**
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name **Execution Date**
Month Day Year

Formerly

Individual **General Partnership** **Limited Partnership** **Corporation** **Association**

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual **General Partnership** **Limited Partnership** **if document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment).**

Corporation **Association**

Other

Citizenship/State of Incorporation/Organization

01/19/2000 DECATES 00000049 75057228

FOR OFFICE USE ONLY

01 FC:481 / 40.00 OP
02 FC:482 / 250.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

**Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231**

Domestic Representative Name and Address

Enter for the First Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/057,228"/>	<input type="text" value="75/469,454"/>	<input type="text" value="75/487,683"/>	<input type="text" value="2,243,017"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/605,752"/>	<input type="text" value="75/655,950"/>	<input type="text" value="75/656,552"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/671,071"/>	<input type="text" value="75/671,240"/>	<input type="text" value="75/723,855"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

David A. Krinsky

Name of Person Signing

Signature

December 22, 1999

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

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Individual General Partnership Limited Partnership Corporation Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from the Assignment).

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/724,762	75/808,649	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, SoftBook Press, Inc., a California corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, **Grantor** has issued to StarSight Telecast, Inc., a California corporation (the "**Secured Party**"), a certain Promissory Note dated as of December 13, 1999 (the "**Note**"); and

WHEREAS, it is a condition precedent to the making of loans the repayment of which is evidenced by the Note that the Grantor shall have granted the security interest and undertaken the obligations contemplated by that certain Security Agreement dated as of December 13, 1999 (the "**Security Agreement**"), by and between the Grantor and Secured Party; and

WHEREAS, pursuant to the terms of a Security Agreement, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral.

NOW THEREFORE, in consideration of the premises and in order to induce Secured Party to make advances to Grantor, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby grants to Secured Party a security interest in, all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

- a) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule 1, as the same may be amended pursuant hereto from time to time) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule 1, as the same may be amended pursuant hereto from time to time) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of

Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"); and

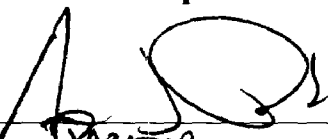
b) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and no Grantor shall be deemed to have granted a security interest in any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officers hereunto duly authorized as of the 13th day of December, 1999.

**SoftBook Press, Inc.,
a California corporation**

By: 
Name: Shelton
Title: Grant

SCHEDULE 1
to
GRANT OF TRADEMARK SECURITY INTEREST

	Registration No. and Date of Registration:	Mark:	Class	Serial No. and Filing Date :
1.	2,243,017 Registered 5/04/99	SOFTBOOK (Trademark)	9	75/057,228 Filed 2/13/96
2.		SOFTBOOKS (Service Mark)	35, 41	75/469,454 Filed 4/17/98
3.		SOFTBOOKSTORE (Service Mark)	35, 41	75/487,683 Filed 5/19/98
4.		MISCELLANEOUS DESIGN – LOGO (Trademark)	9	75/605,752 Filed 12/15/98
5.		MISCELLANEOUS DESIGN – LOGO (Service Mark)	35	75/655,950 Filed 3/08/99
6.		MISCELLANEOUS DESIGN – LOGO (Service Mark – Class 42)	41	75/656,552 Filed 3/08/99
7.		BOOKMILL (Trademark)	9	75/671,071 filed 3/30/99
8.		SOFTBOOK SECURE (Trademark)	9	75/671,240 Filed 3/30/99
9.		SOFTBOOK SECURE DESIGN (Trademark)	9	75/723,855 Filed 6/07/99
10.		SOFTBOOK SECURE DESIGN (Service Mark)	42	75/724,762 Filed 6/07/99
11.		SOFTBOOK READER (Trademark)	9	75/808,649 Filed 9/23/99



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HONG KONG
LONDON
SHANGHAI
TOKYO

December 22, 1999

OUR FILE NUMBER
301,537-039

VIA EXPRESS MAIL

WRITER'S DIRECT DIAL
949-823-7902

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

WRITER'S E-MAIL ADDRESS
dkrinsky@omm.com

Re: Grant of Trademark Security Interest

Dear Sir:

Enclosed please find (i) executed Recordation Form Cover Sheet; (ii) Grant Of Trademark Security Interest; (iii) our check in the amount of \$290.00 (Check No. 446121) covering the filing fees; and (iv) a postcard to be date-stamped and returned to us as indicated. Please charge any deficiencies or overpayments in fees to Deposit Account No. 500639.

Thank you for your assistance. Please feel free to call me with any questions.

Very truly yours,

David A. Krinsky
of O'MELVENY & MYERS LLP

DAK:ssk

Enclosures

cc: Suzzanne S. Uhland, Esq. (w/encls.)
Susan B. Nelson (w/encls.)
Stephanie S. Kann (w/encls.)

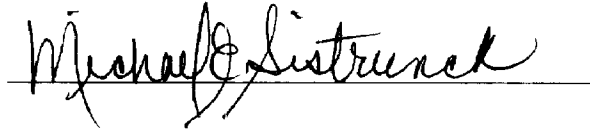
CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as Express Mail (Receipt No. EJ756806644US).

in an envelope addressed to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

on December 22, 1999.

A handwritten signature in cursive script, reading "Michael J. Sistrunk", is written over a horizontal line.

NB1:454834.1