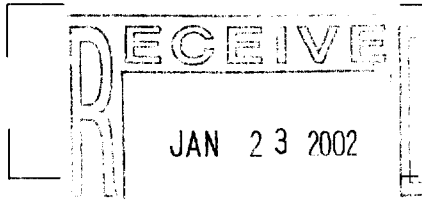


FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



02-04-2002



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Submission Type

New

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Document ID #

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

02/04/2002 LMUELLER 00000057 75740992

01 FC:481 40.00 OP

02 FC:482 25.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20503

REEL: 002435 FRAME: 0687

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)

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.

Floyd A. Gibson
Name of Person Signing


Signature

Dec. 17, 2001
Date Signed

ASSIGNMENT

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged,

MyPlay, Inc.

(Name of Assignor)

("assignor"), a Delaware corporation having a place of

(State of Incorporation)

business at 1600 Bridge Parkway, Redwood City, California 94065-1163,

(Address)

as represented by the undersigned, Douglas C. Camplejohn, President, MyPlay, Inc., effective as of October 30, 2001, hereby sells, assigns, and transfers to

Bertelsmann e-Commerce Acquisition Corporation

(Name of Assignee)

("assignee"), a Delaware corporation having a place of

(State of Incorporation)

business at 1540 Broadway, 42nd Floor, New York, New York 10036,

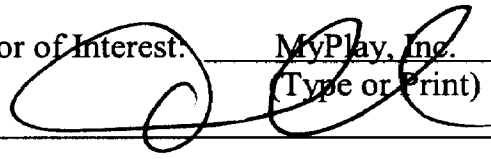
(Address)

and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all intellectual property assets ("IP Assets") of Assignor identified in Attachment A, appended hereto, and in and to said IP Assets and all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent, trademark and/or service mark applications that have been or shall be filed in the United States and all foreign countries; and in

and to all original patents, trademarks, service marks, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries; and in and to all rights of priority resulting from the filing of the subject United States applications or in the case of trademarks and service marks, the entire right title and interest (including rights of priority) resulting from Assignor's use of the IP Assets in commerce; and all causes of action, rights and remedies that have arisen or may arise with respect to the IP Assets prior to, on or after the date of this Assignment; and agrees that said Assignee may apply for and receive patents, trademarks and/or service marks in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the Assignor will execute all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent, trademark and/or service mark applications; execute all rightful oaths, declarations, assignments, powers of attorney, and other papers; communicate when called for to do so to said Assignee, its successors, assigns, and representatives all facts known to the Assignor relating to said IP Assets and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent, trademark and/or service mark protection and for vesting title to said IP Assets, in said Assignee, its successors, assigns, and legal representatives; and covenants with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the Assignor, and that full right to convey the same as herein expressed is possessed by the Assignor.

Assignor of Interest: MyPlay, Inc.
(Type or Print)

Dated: OCT. 30, 2001

By: 

Name: Douglas C. Camplejohn
(Type or Print)

Title: President
(Type or Print)

Address of Assignor of Interest:
1600 Bridge Parkway
Redwood City, California 94065-1163

APPENDIX A

MYPLAY, INC. U.S. TRADEMARK APPLICATIONS

1) Mark: MYPLAY
Class No.: 42
Serial No.: 75/ 740,992
Filing Date: 6/21/1999
Status: Pending

2) Mark: LOCKER
Class No.: 38
Serial No.: 76/ 088,983
Filing Date: 7/14/2000
Status: Pending
