

Form PTO-159t
(Rev. 10/02)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):
Jonathan R. Wells; Jane I. Wells

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

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

3. Nature of conveyance:

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

Execution Date: 02/05/2003

2. Name and address of receiving party(ies)

Name: The Magazine Press, Inc.

Internal
Address: _____

Street Address: 721 West North Street

City: Aspen State: CO Zip: 81611

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York
- Other _____

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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1243228,
1610182, 1730157, 1521366, 1643090

Additional number(s) attached Yes No

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

Name: Thomas Backen, Esq.

Internal Address: _____

Alston & Bird LLP

Street Address: 90 Park Avenue

City: New York State: NY Zip: 10016-1387

6. Total number of applications and
registrations involved: _____

5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

230380

DO NOT USE THIS SPACE

9. Signature.

Thilo C. Agthe

Name of Person Signing



Signature

February 6, 2002

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Release of Trademark Security Interests

THIS RELEASE is made on this 5th day of February, 2003, by JONATHAN R. WELLS and JANE I. WELLS, both individuals having an address at 721 West North Street, Aspen, Colorado 81611 (collectively, "Releasers").

WHEREAS, THE MAGAZINE PRESS, INC. (the "Company"), by agreement dated as of May 26, 1992, and recorded in the Assignment Division of the United States Patent and Trademark Office on June 23, 1992, at Reel 0878, Frames 326-330 (the "Trademark Security Agreement"), assigned and granted the Releasers a security interest (i) in each of the trademarks and registrations thereof that are set forth in Schedule A hereto (collectively, the "Trademarks"), and (ii) in any claim by or accruing to Company against third parties for past, present or future infringement, dilution, misuse or misappropriation of any such trademark, or for injury to the goodwill associated with any such trademark (such claims, together with the Trademarks, collectively, the "Trademark Collateral"), such security interests being hereinafter collectively referred to as the "Security Interests"; and

WHEREAS, the Company and Bertelsmann AG ("Buyer") are parties to that certain asset purchase agreement ("Asset Purchase Agreement"), dated as of February 5, 2003, pursuant to which Buyer is purchasing certain intellectual property assets of the Company;

WHEREAS, as an inducement to and a condition of the Buyer's entering into the Asset Purchase Agreement, the Releasers have agreed to terminate the Security Interests, to release their rights as assignees and secured parties under said Trademark Security Agreement and/or otherwise, and to reconvey to the Company any and all rights in the Trademark Collateral; and

WHEREAS, the execution and delivery of this Release by the Releasers is a condition precedent to Buyer's obligation to consummate the transactions contemplated by the Asset Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Releasers hereby terminate the Security Interests, release their assignment and security interests in and to the Trademark Collateral, release all other rights they may have under the Trademark Security Agreement and/or otherwise, cancel such Trademark Security Agreement, and assign, grant and otherwise reconvey to the Company any and all of their right, title and interest, if any, in and to the Trademark Collateral, including without limitation the goodwill of the business symbolized by each of the Trademarks.

IN WITNESS WHEREOF, the Releasors have duly executed this Release as of the date first written above.

Jonathan R. Wells
Jonathan R. Wells

Jane I. Wells
Jane I. Wells

State of New York)
 ss.:
County of New York)

On the 5th day of February in the year 2003 before me, the undersigned, personally appeared Jonathan R. Wells, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

THAO T. LE
Notary Public, State of New York
No. 0124002133
Qualified in New York County
Commission Expires October 18, 2005

Thao Le
Name: Thao Le
Notary Public
My commission expires: 10/18/05

State of New York)
 ss.:
County of New York)

On the 5th day of February in the year 2003 before me, the undersigned, personally appeared Jane I. Wells, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Thao Le
Name: Thao Le
Notary Public
My commission expires: 10/18/05

SCHEDULE A
TO RELEASE OF TRADEMARK SECURITY INTERESTS

By Jonathan R. Wells and Jane I. Wells

Trademarks and Security Interests

	Country	Registration Number	Trademark	Class Goods/Services	Registration Date	Reel/Frames Number of Recorded Security Interest	Owner
1.	U.S.A.	1,243,228	CIRCULO DE LECTORES CL (and Design)	Cl. 42: Mail order book club services	June 21, 1983	0878/326-330	Seller
2.	U.S.A.	1,610,182	CIRCULO DE LECTORES	Cl. 42: Mail order book club services	August 14, 1990	0878/326-330	Seller
3.	U.S.A.	1,730,157	Stacked Books and Design Logo	Cl. 42: Mail order services in the field of Spanish books and music	November 3, 1992	0878/326-330	Seller
4.	U.S.A.	1,521,366	SOCIEDAD DE LECTORES	Registration cancelled.	January 17, 1989	0878/0326	Seller
5.	U.S.A.	1,643,090	CIRCULO DE LECTORES	Registration cancelled.	April 30, 1991	0878/326-330	Seller
6.	Canada	[Application No. 671,382; filed November 28, 1990]	Stacked Books and Design Logo	[Application abandoned.]		0878/326-330	Seller
7.	Canada	TMA 398,510	CIRCULO DE LECTORES	Cls. 38, 39, 42: Mail order services for books and musical recordings.	May 22, 1992	0878/326-330	Seller

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