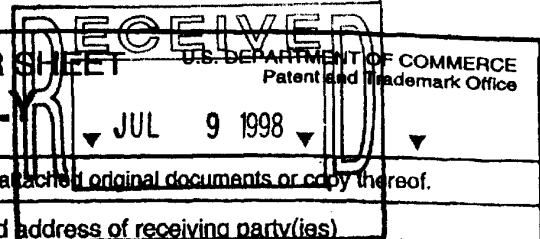


RI 07-22-1998



100770190



Med 7-9-98

Tab settings

To the Honorable Commissioner of

attached original documents or copy thereof.

1. Name of conveying party(ies):

NASC, Inc.

- Individual(s)
- General Partnership
- Corporation-State - New York
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: April 15, 1998

2. Name and address of receiving party(ies)

Name: Gary F. Russell

Internal Address:

Street Address: 5 Connecticut Avenue

City: Norwich State: CT Zip: 06360

- Individual(s) citizenship U.S.
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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 patent number(s):

A. Trademark Application No.(s)

74/604,282  
74/607,277  
75/357,684  
75/357,691

B. Trademark Registration No.(s)

1,977,826  
2,036,381  
2,050,688  
2,050,687

Additional numbers attached?  Yes  No

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

Name: James L. Bikoff, Esquire

Internal Address:

Street Address: Arter & Hadden

1801 K Street, N.W., Suite Number 400K

City: Washington, DC State: ZIP: 20006

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 01-2520

(Attach duplicate copy of this page if paying by deposit account)

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.

James L. Bikoff  
Name of Person Signing

*James L. Bikoff*  
Signature

July 9, 1998  
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

REEL: 1756 FRAME: 0240

74604282  
012520  
JUL 17 1998  
FC:48  
PC:48

## TRADEMARK ASSIGNMENT

WHEREAS ASSIGNOR NASC, INC., a New York corporation, having its principal offices at 5 Connecticut Avenue, Norwich, Connecticut 06360 (hereinafter the "ASSIGNOR"), has adopted and used in the United States the trademarks listed in Schedules A and B attached hereto and is the owner of the trademarks and the U.S. Trademark Applications and Registrations thereof shown in said Schedules, as well as any common law rights to those marks (hereinafter "the Marks"); and

WHEREAS ASSIGNEE GARY F. RUSSELL, an individual residing at 32 Bittersweet Dr.  
Salis Ferry Ct. 06333 (hereinafter "ASSIGNEE") is desirous of becoming the owner by assignment of the Marks as well as the U.S. Trademark Applications and Registrations set forth in Schedules A and B attached hereto and any and all rights to the Marks that are currently owned by ASSIGNOR; and

WHEREAS ASSIGNOR desires to transfer to ASSIGNEE any and all right, title, interest and goodwill it holds in and to the Marks as well as the U.S. Trademark Applications and Registrations set forth in Schedules A and B attached hereto;

NOW, THEREFORE,

1. ASSIGNOR warrants that it is the owner of the Marks as well as the U.S. Trademark Applications and Registrations set forth in Schedules A and B attached hereto; that said U.S. Trademark Applications and Registrations are currently valid; that it has used the Marks since the dates of first use recited in the U.S. Trademark Applications and Registrations and that such use has not been abandoned; and that there is no challenge to the ownership pending and not resolved.

2. ASSIGNOR warrants that, with the exception of a security interest held by Sirrom Capital Corporation, a Tennessee Corporation, having its principal offices at 500 Church Street, Suite 200, Nashville, Tennessee 37219, in all of the U.S. Trademark Applications and Registrations listed in Schedule C attached hereto, no security interest is presently outstanding in favor of any third party with respect to any of its rights in the Marks or the U.S. Trademark Applications and Registrations listed in Schedules A and B attached hereto.

3. ASSIGNOR agrees to provide any documentation or assistance that ASSIGNEE may reasonably request in securing and perfecting the rights to be transferred pursuant to this Agreement.

4. In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby sell, assign, and transfer to ASSIGNEE, its successors and assigns, all rights, title and interest in and to the Marks as well as the U.S. Trademark Applications and Registrations listed in Schedules

A and B attached hereto, including any common law rights possessed in the Marks, together with all of the goodwill of the business symbolized by the Marks.

5. ASSIGNOR further assigns to ASSIGNEE all rights to damages or profits, due or accrued, arising out of past infringement of the Marks or injury to the goodwill connected with the use of the Marks.

6. This Agreement represents the entire agreement between the parties regarding assignment of the Marks, and it supersedes any prior oral or written agreement or understanding between the parties on that subject.

7. This Agreement is binding upon the parties, as well as their successors, assigns, officers and all those in concert or privity with them.

8. This Trademark Assignment shall be deemed effective as of the date hereof.

9. The Commissioner of Patents and Trademarks is requested to issue any Certificates of Registration for the marks set forth in Schedules A and B attached hereto to said assignee, Gary F. Russell.

**ASSIGNOR**

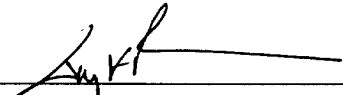
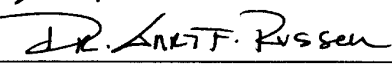

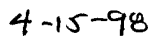
**NASC, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE "A"**  
**TRADEMARK REGISTRATIONS**

<u>MARK</u>	<u>REGISTRATION NO.</u>
INTERACTIVATION SYSTEMS	1,977,826
INTERACTIVATION SYSTEMS IS & Design	2,036,381
KIDRICULUM	2,050,688
KIDRICULUM & Design	2,050,687

133995

TRADEMARK  
REEL: 1756 FRAME: 0243

**SCHEDULE "B"**  
**TRADEMARK APPLICATIONS**

<u>MARK</u>	<u>APPLICATION NO.</u>
FOCUS	74/604,282
FOCUS & Design	74/607,277
S.A.F.E	75/357,684
PLAYING S.A.F.E.	75/357,691

134000

TRADEMARK  
REEL: 1756 FRAME: 0244

**SCHEDULE "C"**

**MARKS COVERED BY SECURITY INTEREST**

<u>MARK</u>	<u>REGISTRATION NO.</u>
INTERACTIVATION SYSTEMS	1,977,826
INTERACTIVATION SYSTEMS IS & Design	2,036,381
KIDRICULUM	2,050,688
KIDRICULUM & Design	2,050,687

<u>MARK</u>	<u>APPLICATION NO.</u>
FOCUS	74/604,282
FOCUS & Design	74/607,277

134006