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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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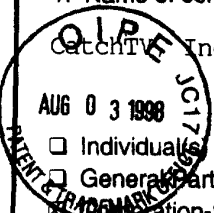


To the Honorable Commissioner of Pat.

100787891

Send original documents or copy thereof.

MRD 8-3-98



1. Name of conveying party(ies):

Catch TV, Inc.

AUG 03 1998

- 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

Execution Date: July 2, 1998

2. Name and address of receiving party(ies)

Name: Catch TV Acquisition Corp.

Internal Address: c/o Lauder Partners

Street Address: 88 Mercedes Lane

City: Atherton State: CA ZIP: 94027

- 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 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)

75-217, 971

75-293, 803

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Giancarlo & Gnazzo

Internal Address: Attn: David W. Thill

Street Address: 625 Market Street,

Suite 1100

City: San Francisco State: CA ZIP: 94105

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$65

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

08/06/1998 SMITH 00000087 75217971

DO NOT USE THIS SPACE

01 FC:401 40.00 OP
02 FC:402 25.00 OP

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.

DAVID THILL

Name of Person Signing

Signature

7/31/98

Date

Total number of pages including cover sheet, attachments, and document: 4

ASSIGNMENT AND TRANSFER

THIS ASSIGNMENT AND TRANSFER (this "Assignment") is made on and as of July 2, 1998 by CatchTV, Inc., a Delaware corporation ("Assignor"), in favor of Catch TV Acquisition Corp., a Delaware corporation (together with its successors and assignees, "Assignee").

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby grants, conveys, sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest throughout the world in and to each of the following registered trademarks and trademark applications:

<u>Trademarks</u>	<u>Application/Registration No.</u>	<u>Filing Date</u>
CATCHTV	75-217971	12/24/96
SHOWMARK	75-293803	05/19/97

Without limiting the foregoing, Assignor hereby grants, conveys, sells, assigns, transfers and delivers to Assignee all of the following: (a) any and all copyrights, copyright applications, copyright registrations, and like protections, if any, in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret; (b) any and all trade secrets, and any and all intellectual property rights, if any, in computer software and computer software products; (c) any and all design rights, if any, which may be available to CatchTV, Inc.; (d) all patents, patent applications and like protections, if any, including, without limitation, improvements, divisions, continuations, renewals, reissue, extensions, and continuations-in-part of the same; (e) any trademark and service mark rights, if any, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of CatchTV, Inc. connected with and symbolized by such trademarks; (f) any and all claims for damages by way of past, present and future infringement, if any, of any of the rights described in clauses "(a)" through "(e)" above, with the right, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above; (g) all licenses or other rights, if any, to use any copyrights, patents, or trademarks, all license fees and royalties arising from such use to the extent permitted by such license rights; (h) all amendments, renewals, and extensions of any of the foregoing copyrights, trademarks, and patents; and (i) all products and proceeds of the foregoing described in clauses "(a)" through "(h)" above, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Assignor:

Assignee:

CATCHTV, INC.

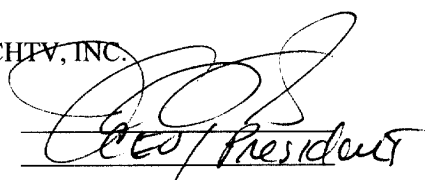
CATCH TV ACQUISITION CORP.

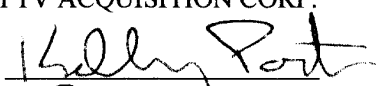
By:

By:

Title:

Title:


CEO/President


Chairman

State of California)
) ss.
County of San Francisco)

On July 17, 1998 before me, Kathleen Susco, Notary Public, personally appeared John Samuel Gee, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kathleen Susco

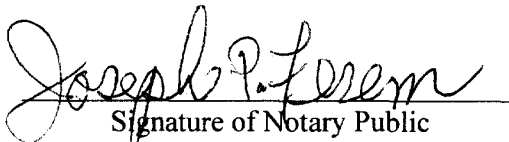
Signature of Notary Public



State of California)
) ss.
County of San Mateo)

On July 30, 1998 before me, Joseph P. Ferem, Notary Public, personally appeared Kelly Reese Porter, ~~personally known to me (or~~ proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public

