

11-16-1998



ER SHEET

Attorney Docket No.: 0433-GM; 9224-28

To the Honorable Commissioner of Pa.

100878110

3 original documents or copy thereof.

1. Name of conveying party(ies):

*MRD 10-19-98*

Passport Designs, Inc.

2. Name and address of receiving party(ies):

Passport Acquisition Corp.  
157 Park Avenue, Suite 303  
New York, NY 10010

3. Nature of conveyance:

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

Execution Date: July 29, 1998

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State: Pennsylvania
- Other:

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached:  Yes;  No

(Designations must be a separate document from Assignment)

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

A. Trademark Application No.(s):

11/13/1998 JSHADAZZ 00000069 160235 1793536

01 FC:481 40.00 CH  
02 FC:482 175.00 CH

B. Trademark Registration No.(s):

- 1,793,536
- 1,839,249
- 1,794,810
- 1,338,989
- 1,815,744
- 1,793,537
- 1,839,248

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

Ned E. Barlas  
PANITCH SCHWARZE JACOBS & NADEL, P.C.  
One Commerce Square  
2005 Market Street, 22nd Floor  
Philadelphia, PA 19103-7086  
Telephone: 215-567-2020  
Facsimile: 215-567-2991  
E-Mail: neb@psjn.com

6. Total number of applications and registrations involved: [8]

7. Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$ 40.00  
6 x \$25.00 = \$ 150.00

Authorized to be charged to deposit account \$190.00

8. Deposit account number: 16-0235

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.

Ned E. Barlas

Name of Person Signing

Signature

*Ned E. Barlas*

Date

10-14-98

Total number of pages including cover sheet, attachments and document: [9]

**ASSIGNMENT**

WHEREAS, Edward M. Walsh, as Chapter 7 trustee for the bankruptcy estate of Passport Designs, Inc., a Nevada corporation, hereinafter referred to as "ASSIGNOR" is the owner of certain Intellectual Property Rights as defined and set forth on Schedules A, B and C attached hereto.

WHEREAS, Passport Acquisition Corp., a Pennsylvania corporation, having a place of business at 157 Park Avenue South, Suite 303, New York, New York 10010, as assignee of Lyrrus Incorporated, hereinafter generally referred to as "ASSIGNEE" is desirous of acquiring said Intellectual Property Rights as defined and set forth on Schedules A, B and C.

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Passport Designs, Inc., the undersigned ASSIGNOR, hereby agrees to sell, assign, transfer and convey and by these presents does sell, assign, transfer and convey unto the above-named ASSIGNEE, free and clear of liens, claims and encumbrances, the whole and entire right, title and interest

in and to said Intellectual Property Rights as defined and set forth in Schedules A, B and C, existing from time to time anywhere in the world;

in and to such goodwill as may be symbolized by such Intellectual Property Rights;

together with all claims for damages by reason of past infringement of said Intellectual Property Rights with the right to sue for and collect the same for its own use and behalf or for the use and behalf of its legal representatives;

said Intellectual Property Rights to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and behalf, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said Intellectual Property Rights have been granted and/or acquired, as fully and entirely as the same would have been held by the undersigned ASSIGNOR had this assignment and sale not been made; and for the aforesaid consideration ASSIGNOR hereby covenants, agrees and undertakes to execute, whenever requested by the above-named ASSIGNEE, all applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the Intellectual Property Rights hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNOR.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

PASSPORT DESIGNS, INC.

By: Edward M. Walsh

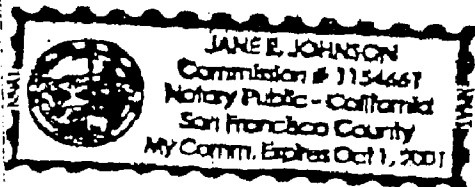
Edward M. Walsh, Trustee of the Bankruptcy Estate of Passport Designs, Inc., Bankruptcy Case No. 98-31792 in the United States Bankruptcy Court Northern District of California

STATE OF CALIFORNIA :

COUNTY OF SAN FRANCISCO :

: ss.

Before me, a notary public in and for the State and County aforesaid, on this 29<sup>th</sup> day of July, 1998, personally appeared Edward M. Walsh, who acknowledged to me that he is Trustee of the Bankruptcy Estate of Passport Designs, Inc., Bankruptcy Case No. 98-31792 in the United States Bankruptcy Court Northern District of California, who executed the within Assignment on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.



Jane E. Johnson  
Notary Public  
My Commission Expires: Oct. 1, 2001

## Schedule A

**Intellectual Property Rights.** As used herein, the term "Intellectual Property Rights" means any and all exclusionary rights, tangible or intangible and whether or not reduced to a writing, existing from time to time anywhere in the world under patent law, copyright law, moral rights law, trade secret law, semiconductor chip protection law, trademark law, unfair competition law, or otherwise arising or pertaining to the assets set forth in Schedule C. By way of example only and not by way of limitation such rights shall include, but are not limited to, any and all patents; patent rights; copyrights; copyright registrations; trade secrets; trademark, trade name, trade dress and service mark registrations; unregistered trademark, trade name, trade dress and service mark rights, and; goodwill pertaining to both registered and unregistered trademarks, trade names, trade dress and service marks, including without limitation, the registrations and other matters set forth in Schedule B.

**REGISTER OF INTELLECTUAL PROPERTY  
PASSPORT DESIGNS, INC**

<b>TRADEMARK</b>	<b>U.S. REG./SER. NO.</b>	<b>STATUS</b>
CLICKTRACKS	1,568,034	Cancelled - Sec. 8
Design Only	74/508,917	Abandoned
ENCORE	1,793,536	Reg'd. 9/21/93
LIGHTLINE	1,797,425	Reg'd. 10/12/93
MASTER TRACKS	1,527,918	Cancelled - Sec. 8
MASTER TRACKS PRO (Reg'd)	1,839,249	Reg'd 6/14/94
MASTER TRACKS PRO (Abandoned App.)	73/717,496	Abandoned
MIDI/4 (Stylized)	73/514,895	Abandoned
MUSICTIME	1,794,810	Reg'd 9/28/93
PASSPORT (Reg'd)	1,338,989	Reg'd. Incontestable 3/2/92
PASSPORT (Abandoned App.)	73/514,894	Abandoned
PASSPORT DESIGNS, INC. and Design	1,348,756	Cancelled - Sec. 8
PASSPORT MUSIC SOFTWARE (stylized)	1,347,501	Cancelled - Sec. 8
PASSPORT PRODUCER	1,815,744	Reg'd 1/11/94
POLY WRITER (Stylized)	73/514,893	Abandoned
QUIKTUNES	1,793,537	Reg'd 9/21/93
SCORE (Supp. Reg.)	1,609,456	Cancelled - Sec. 8
SOUNDCHASER and Design	1,363,129	Cancelled - Sec. 8
SOUNDWARE and Design	1,340,350	Cancelled - Sec. 8
TRAX	1,839,248	Reg'd 6/14/94
T MIDI TRANSPORT and Design	73/744,808	Abandoned

<b>FOREIGN REGISTRATION</b>	<b>REG. NO.</b>	<b>STATUS</b>
TRAX (Taiwan)	00635210	3/1/94 (Exp. 2/29/04)

**REGISTER OF INTELLECTUAL PROPERTY  
PASSPORT DESIGNS, INC**

<b>TITLE OF COPYRIGHTED WORK</b>	<b>REG. NO.</b>	<b>DATE REG'D.</b>
CHORDS VERSION 2.0	TX-1-458-892	9/6/84
EAR TEACHER/RECORD KEEPING VERSION 2.0	TX-1-458-895	9/6/84
ENCORE: MACINTOSH VERSION 2.6	TX-3-678-923	6/1/93
ENCORE USER'S GUIDE VERSION 2.0	TX-3-535-824	4/13/93
ENCORE USER'S GUIDE VERSION 2.5 FOR WINDOWS	TX-3-543-155	4/12/93
ENCORE: WINDOWS VERSION 2.6	TX-3-664-150	6/1/93
INTERVALS VERSION 2.0	TX-1-458-894	9/6/84
MASTER TRACKS PRO 4 SHORTCUT KEYS	TX-3-535-828	4/12/93
MASTER TRACKS PRO 4 USER'S GUIDE FOR WINDOWS	TX-3-535-825	4/13/93
MASTER TRACKS PRO 4 VERSION 4.6	TX-3-569-615	6/1/93
MASTER TRACKS PRO 5 USER'S GUIDE FOR MACINTOSH EDITION 3.0	TX-3-547-554	4/12/93
MASTER TRACKS PRO MACINTOSH VERSION 4.00	TX-3-664-151	6/1/93
MASTER TRACKS PRO MACINTOSH VERSION 5.00	TX-3-569-616	6/1/93
MASTER TRACKS PRO/TRAX	TX-3-633-450	6/1/93
MATCHING & TUNING VERSION 2.0	TX-1-458-893	9/6/84
MELODIC GAMES VERSION 2.0	TX-1-458-891	9/6/84
MIDI/4 SEQUENCER	TX-1-421-856	9/6/84
MUSIC TOON BAND	TX-3-752-911	3/21/94
PASSPORT PRODUCER GETTING STARTED FOR MACINTOSH	TX-3-541-657	4/13/93
PASSPORT PRODUCER REFERENCE GUIDE FOR MACINTOSH	TX-3-541-658	4/12/93
PASSPORT PRODUCER SHORTCUTS	TX-3-554-457	4/12/93
PASSPORT'S MUSICTIME USER'S MANUAL VERSION 1.0	TX-3-516-661	4/13/93
PASSPORT'S MUSICTIME USER'S MANUAL VERSION 1.0	TX-3-541-659	4/12/93
PASSPORT'S PRODUCER	TX-3-543-508	4/21/93
POLYWRITER	TX-1-421-859	9/6/84
RECOGNITION TOOLKIT	TX-3-530-375	3/30/93

REGISTER OF INTELLECTUAL PROPERTY  
PASSPORT DESIGNS, INC

TITLE OF COPYRIGHTED WORK	REG. NO.	DATE REG'D.
TRAX MIDI SEQUENCING SOFTWARE : USER'S GUIDE FOR MACINTOSH EDITION 1.0	TX-3-547-549	4/12/93
TRAX MIDI SEQUENCING SOFTWARE : USER'S GUIDE FOR WINDOWS EDITION 1.0	TX-3-547-550	4/12/93
TURBO-TRAKS	TX-1-421-858	9/6/84

U.S. PATENT APPLICATION	Application No.	Filing Date
COMPUTER USER	958,862	10/8/92

**ASSETS PURCHASED.** PURCHASER, or its assignee, will purchase all of the right, title and interest of PASSPORT in the following personal property ("PURCHASED ASSETS"):

- a. All intellectual property and related intangible assets of every kind and description, including, but not limited to, all the software set forth on Exhibit 1 and related source and object codes, excluding accounts receivable;
- b. All registered and unregistered tradenames, trademarks and service marks, registered and unregistered copyrights and applications, and patents and patent applications, and associated rights and goodwill, including, but not limited to, those set forth on Exhibit 1;
- c. The corporate name of PASSPORT and all assumed names under which it conducts business;
- d. All rights to technology, inventions, know-how, trade secrets, production process, drawings, designs and computer programs, all rights related thereto and all documentary evidence thereof;
- e. All reasonably available marketing materials;
- f. All reasonably available customer and prospective customer lists and mailing lists, to be identified by PURCHASER by the date of the hearing;
- g. All reasonably available licenses and rights to receive royalties, subject to PURCHASER'S option under Section 11 hereof to reject certain licenses and rights to receive royalties upon completion by PURCHASER of its due diligence review, to be identified by PURCHASER by the date of the hearing;
- h. All reasonably available non-competition and confidentiality agreements, subject to PURCHASER'S option under Section 11 hereof to reject such agreements upon completion by PURCHASER of its due diligence review, to be identified by PURCHASER by the date of the hearing;
- i. All claims and causes of action belonging to PASSPORT or the TRUSTEE which relate in any way to the protection of the PURCHASED ASSETS;
- j. Copies of books and records, including files and tapes material to the PURCHASED ASSETS; and
- k. All inventory, including supplies and work in process and finished inventory.

The PURCHASER will not assume or become liable for any of the liabilities, obligations or undertakings of PASSPORT or the TRUSTEE except as it may separately and in writing agree with respect to executory contracts assumed and assigned to PURCHASER. PURCHASER shall have no liability for sales commissions.

It is the intent of PURCHASER to purchase all assets of PASSPORT other than equipment, accounts receivable and claims and causes of action of the TRUSTEE which arise under the Bankruptcy Code or which are unrelated to the PURCHASED ASSETS.

The PURCHASED ASSETS are as is and the TRUSTEE makes no implied or expressed warranties with respect to the PURCHASED ASSETS.

EXHIBIT C



**PASSPORT DESIGNS ASSETS AND INTELLECTUAL PROPERTY**

MusicTime Deluxe Win 95  
MusicTime for Mac

MasterTracks Pro Win 95  
MasterTracks Pro for Mac

Rhapsody Win 95  
Rhapsody for Mac

Encore 4.2.1 for Win 95  
Encore 4.0 for Mac

Producer Pro for Mac (Multi-media authoring tool)

Alchemy for Mac

Bach - The Complete Manuscripts for Win 95

Memphis for Windows

Music@Passport

Upgrade to Encore 4.2.1  
Upgrade to Encore 4.2 Mac (Never Released)

Passport Designs Mailing List - 92,000 plus names  
Passport Designs Dealer List - Domestic and International

Existing Orders for Passport Products (over \$150,000)

Inventory of Current Merchandise (\$214,000 US at cost of goods value)  
(Price, Warehouse Audit of April, 1998)

Domain names, including [www.passportdesigns.com](http://www.passportdesigns.com)

220/900

WALDRAN, WALTER

DATE 001 1998

10/08 14:58

EXHIBIT 1