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FORM PTO-1584  
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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

5.12.99

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101045355

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

1. Name of conveying party(ies):

PPVN Holding Company  
909 Third Avenue  
New York, NY 10022

- Individual(s)
- General Partnership
- Corporation-State - Delaware
- 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: November 25, 1998

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

Name: Viewer's Choice, L.L.C.

Internal Address:

Street Address: 909 Third Avenue

City: New York State: NY ZIP: 10022

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware limited liability company

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 registr:



See Attached

05-12-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #70

Additional numbers attached?  Yes  No

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

Name: Alfred M. Randolph, Jr.

Internal Address:

Street Address: One Commercial Place

Suite 2000

05/25/1999 RTNATI 00000125 1879693

01 FC:481 City: Norfolk 40.00 State: VA ZIP: 23510

02 FC:482 275 001 00

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 3.41): \$ 515.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

Alfred M. Randolph, Jr.

Name of Person Signing

*Alfred M. Randolph*

Signature

5-5-99

Date

Total number of pages comprising cover sheet:

8

TRADEMARK

REEL: 001902 FRAME: 0057

LIST OF REGISTERED MARKS

| Mark   | Registration #/<br>Serial # | Date<br>Filed/Granted | Country of<br>Registration |
|--|-----------------------------|-----------------------|----------------------------|
| PAY PER VIEW CHOICES                                       | 1,879,693                   | 02/21/95              | United States              |
| HOT CHOICE   | 1,796,117                   | 09/28/93              | United States              |
| HOT CHOICE DESIGN  | 1,878,022                   | 02/07/95              | United States              |
| LIVE AND LEARN   | 2,075,923                   | 07/01/97              | United States              |
| CLOCK DESIGN   | 1,799,733                   | 10/19/93              | United States              |
| PAY PER VIEW PULSE   | 1,691,441                   | 06/09/92              | United States              |
| PAY PER VIEW PULSE & DESIGN                                | 1,703,164                   | 07/28/92              | United States              |
| VIEWER'S CHOICE, Class 41                                  | 1,316,177                   | 01/22/85              | United States              |
| VIEWER'S CHOICE, Class 38                                  | 1,798,205                   | 10/12/93              | United States              |
| VIEWER'S CHOICE, Class 35                                  | 1,137,518                   | 07/01/80              | United States              |
| VIEWERS CHOICE & DESIGN                                    | 1,799,735                   | 10/19/93              | United States              |
| VIEWER'S CHOICE AND DESIGN<br>WITH ONE CLOCK               | 1,852,630                   | 09/06/94              | United States              |
| VIEWER'S CHOICE AND DESIGN<br>WITH THREE CLOCKS            | 1,798,270                   | 10/12/93              | United States              |
| VIEWER'S CHOICE<br>EVENT HOTLINE                           | 1,906,809                   | 07/18/95              | United States              |
| THE PAY-PER-VIEW DOUBLE<br>TAKE AND DESIGN                 | 1,908,730                   | 08/01/95              | United States              |
| PLAY-PER VIEW  | 1,940,657                   | 12/12/95              | United States              |
| VIEWER'S CHOICE & DESIGN<br>(Ten Years of PPV Partnership) | 2,023,787                   | 12/17/96              | United States              |

|  |           |          |               |
|--|-----------|----------|---------------|
| VIEWER'S CHOICE & DESIGN<br>(Ten Years of PPV Partnership) | 2,010,304 | 10/22/96 | United States |
| HOLLYWOOD MARQUEE  | 2,081,385 | 07/22/97 | United States |
| PAY-PER-VIEW DOUBLE TAKE                                   | 2,142,744 | 03/10/98 | United States |

#544296 v1

ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of November 25, 1998, between PPVN HOLDING COMPANY, a Delaware corporation ("Seller") and VIEWER'S CHOICE L.L.C., a Delaware limited liability company ("Purchaser").

Seller and certain members of Purchaser are parties to a Restructuring Agreement dated as of October 1, 1998 (the "Restructuring Agreement") (capitalized terms used herein but not defined herein shall be as defined in the Restructuring Agreement).

Immediately prior to the consummation of the transactions contemplated hereby, Pay-Per-View Network, Inc., a wholly owned subsidiary of Seller, was liquidated into Seller, and accordingly, the assets and liabilities to be transferred hereby include all assets and liabilities of Pay-Per-View Network, Inc. transferred to and assumed by Seller pursuant to such liquidation, as set forth in the Assignment, Bill of Sale and Assumption Agreement between Pay-Per-View Network, Inc. and Seller of even date herewith.

Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, all of Seller's assets, upon the terms and subject to the conditions of this Agreement.

Accordingly, the parties hereby agree as follows:

## ARTICLE I

### Purchase and Sale of Acquired Assets

SECTION 1.01. Purchase and Sale. On the terms and subject to the conditions of this Agreement, at the Acquisition Closing (as defined below), Seller shall assign, transfer, convey and deliver to Purchaser, and Purchaser shall accept and receive from Seller, all the respective right, title and interest of Seller in, to and under the Acquired Assets (as defined in Section 1.02), for (i) an aggregate consideration equal to the aggregate principal amount of, plus all accrued but unpaid interest on, the Holdings Debt (the "Purchase Price"), payable as set forth in Section 2.02(b), and (ii) the assumption of the Assumed Liabilities (as defined in Section 1.03). The purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities is referred to in this Agreement as the "Acquisition".

SECTION 1.02. Acquired Assets. The term "Acquired Assets" means (i) all the business, rights, properties, assets

and goodwill of Seller on the Restructuring Date (after giving effect to the transactions contemplated by clauses (i) through (vi) of Section 2.02 of the Restructuring Agreement), of whatever nature, real, personal and mixed, tangible and intangible, wherever located, other than Seller's rights under this Agreement.

SECTION 1.03. Assumption of Liabilities. Upon the terms and subject to the conditions of this Agreement, Purchaser shall assume, effective as of the Acquisition Closing, and from and after the Acquisition Closing, Purchaser shall pay, perform and discharge when due, and shall indemnify Seller, its affiliates and their respective officers, directors, employees, stockholders, agents and representatives against and hold them harmless from, all of the debts, obligations and liabilities of Seller on the Restructuring Date (after giving effect to the transactions contemplated by clauses (i) through (iv) of Section 2.02 of the Restructuring Agreement), other than Seller's obligations under this Agreement (the "Assumed Liabilities").

SECTION 1.04. Consents of Third Parties. (a) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any asset or any claim or right or any benefit arising under or resulting from such asset if an attempted assignment thereof, without the consent of a third party, would constitute a breach or other contravention of the rights of such third party, would be ineffective with respect to any party to an agreement concerning such asset, or would in any way adversely affect the rights of Seller or, upon transfer, the rights of Purchaser in respect of such asset. If any transfer or assignment by Seller to, or any assumption by Purchaser of, any interest in, or liability, obligation or commitment under, any asset requires the consent of a third party, then such assignment or assumption shall be made subject to such consent being obtained.

(b) If any such consent is not obtained prior to the Acquisition Closing, Seller and Purchaser shall cooperate (at their own expense) in any lawful and reasonable arrangement reasonably proposed by Purchaser under which Purchaser shall obtain the economic claims, rights and benefits under the asset, claim or right with respect to which the consent has not been obtained in accordance with this Agreement. Such reasonable arrangement may include (i) the subcontracting, sublicensing or subleasing to Purchaser of any and all rights of Seller against the other party to such third-party agreement arising out of a breach or cancelation thereof by the other party, and (ii) the enforcement by Seller of such rights.

## ARTICLE II

### The Closing

SECTION 2.01. The closing of the transactions contemplated hereby (the "Acquisition Closing") shall take place as set forth in the Restructuring Agreement.

SECTION 2.02. Transactions To Be Effected at the Acquisition Closing. At the Acquisition Closing:

(a) Seller shall deliver to Purchaser (i) such appropriately executed bills of sale, assignments and other instruments of transfer relating to the Acquired Assets in form and substance reasonably satisfactory to Purchaser and its counsel and (ii) such other documents as Purchaser or its counsel may reasonably request to demonstrate satisfaction of the conditions and compliance with the covenants set forth in this Agreement; and

(b) Purchaser shall deliver to Seller the Purchase Price by delivering to Seller all of the promissory notes evidencing the Holdings Debt, each marked "canceled", together with a duly executed assumption agreement in the form of Exhibit A-1 hereto.

## ARTICLE III

### Covenants

SECTION 3.01. Transfer Taxes. All transfer Taxes applicable to the conveyance and transfer from Seller to Purchaser of the Acquired Assets and any other transfer or documentary Taxes or any filing or recording fees applicable to such conveyance and transfer shall be paid by Purchaser. Each party shall use reasonable efforts to avail itself of any available exemptions from any such Taxes or fees, and to cooperate with the other party in providing any information and documentation that may be necessary to obtain such exemptions.

SECTION 3.02. Collection of Receivables. Seller agrees that from and after the Acquisition Closing, Purchaser shall have the right and authority to collect for its own account all accounts receivable of Seller. Seller agrees to promptly deliver to Purchaser any cash or other property received directly or indirectly by it with respect to any such accounts receivable.

SECTION 3.03. Bulk Transfer Laws. Purchaser hereby waives compliance by Seller with the provisions of any so-called "bulk transfer law" of any jurisdiction in connection with the sale of the Acquired Assets to Purchaser.

SECTION 3.04. Further Assurances. From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement, including, in the case of Seller, executing and delivering to Purchaser such assignments, deeds, bills of sale, consents and other instruments as Purchaser or its counsel may reasonably request as necessary or desirable for such purpose.

SECTION 3.05. Purchase Price Allocation. On or prior to the Restructuring Date, Purchaser shall determine the allocation of the Purchase Price among the Acquired Assets according to the relative fair market values of such assets on the Restructuring Date.

#### ARTICLE IV

##### Conditions Precedent

The sole condition precedent to the respective obligation of each party to effect the Acquisition shall be that the other transactions contemplated by the Restructuring Agreement to occur prior to the Acquisition shall have occurred.

#### ARTICLE V

##### Miscellaneous

SECTION 5.01. Amendments; Waivers. No amendment to or waiver of this Agreement shall be effective unless it shall be in writing and signed by both parties hereto.

SECTION 5.02. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 5.03. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties.

SECTION 5.04. Waiver of Jury Trial. Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any

litigation directly or indirectly arising out of, under or in connection with this Agreement.

SECTION 5.05. Entire Agreement; No Third Party Beneficiaries. This Agreement together with the Restructuring Agreement and the LLC Agreement (a) contains the entire agreement and understanding between the parties hereto with respect to the subject matter covered hereby and supersedes all prior agreements and understandings, written or oral, among the parties with respect to the subject matter hereof and (b) except for the provisions of Section 1.03, are not intended to confer upon any person other than the parties any rights or remedies.

SECTION 5.06. Severability. If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

SECTION 5.07. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such state, without regard to the conflict of law principles of such state.

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Agreement as of the date first written above.

PPVN HOLDING COMPANY,

by Sandra E. Landan  
Name: SANDRA E. Landan  
Title: Vice President and Secretary

VIEWER'S CHOICE L.L.C.,

by Samuel L. Yates  
Name: Samuel L. Yates  
Title: Sr. VP / Treasurer