

08-18-1999

TRADEMARK



COVER SHEET

To the Honorable Commissioner 101121564

Remarks:

Please record the attached original document or copy thereof.

Name of conveying party(ies):

Rogers & Killeen

Name and address of receiving party(ies):

Paxson Productions, Inc.

10880 Wilshire Boulevard, Suite 1200

City Los Angeles

State California Zip Code 90024

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

Individual(s) - Citizenship

Association

General Partnership

Limited Partnership

Corporation-State Delaware

Additional name(s) of conveying parties attached?

Yes No

Other

Nature of conveyance:

If assignee is not domiciled in the United states, a domestic representative designation is attached:

Assignment Merger

Yes No

Security Agreement

(Designation must be a separate document from Assignment)

Other

Additional names(s) & address(es) attached?

Execution Date: July 5, 1999

Yes No

Total number of applications and registrations involved: 1

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,902,624

Filed herewith on date

Additional numbers attached? Yes No

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

The Commissioner is hereby authorized to charge payment of any additional fees associated with this communication or credit any overpayment to Deposit Account No. 18-1835. A duplicate of this sheet is enclosed.

Name: L. Lawton Rogers, III

Total fee (37 C.F.R. 3.41): \$40.00

Address: ROGERS & KILLEEN
510 King Street
Suite 400
Alexandria, VA 22314

Enclosed

Authorized to be charged to deposit account

08/17/1999 NTHA11 00000175 1902624

01 FC:481

40.00 OP

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.

Signature

8/12/99
Date

ASSIGNMENT

BY THESE PRESENTS, the undersigned Rogers & Killeen, a law partnership having a place of business at 510 King Street, Alexandria, Virginia 22314 ("R&K"), in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer, and sets over unto Paxson Productions, Inc., a corporation of Delaware having a place of business at 10880 Wilshire Boulevard, Suite 1200, Los Angeles, California 90024 ("Paxson"), its successors, legal representatives and assigns, all of R&K's rights, title and interest in and to the mark PAX in the United States for non-monetary coins of precious metal and medallions, U.S. Registration No. 1,902,624, and the good will in the United States represented thereby (individually and collectively, the "Mark") which R&K acquired by an assignment dated July 5, 1999 (copy attached) on behalf of Paxson as an undisclosed principal from Sertons International B.V., a Netherlands corporation with a place of business at Nijverheidsweg 29, 6662 NG Elst, The Netherlands.

R&K further agrees to execute all additional instruments as may be required to effect the intent hereof.

ROGERS & KILLEEN

By: 

Position: General Partner

Date: August 12, 1999

AGREEMENT

This Agreement is effective the 5th day of July, 1999 and is by and between Sertons International B.V., a Netherlands corporation with a place of business at Nijverheidsweg 29, 6662 NG Elst, The Netherlands ("Sertons") and Rogers & Killeen, a law partnership having a place of business at 510 King Street, Alexandria, Virginia 22314 on behalf of an undisclosed principal ("R&K").

WITNESSETH:

WHEREAS Sertons represents and warrants that it is the owner of all right, title and interest in and to the mark PAX in the United States for non-monetary coins of precious metal and medallions, U.S. Registration No. 1,902,624, and the good will in the United States represented thereby (individually and severally, the "Mark"), that it presently uses the Mark in the marketing of the goods identified in said Registration No. 1,902,624, and that it is desirous of assigning all of its rights, title and interest in and to the Mark while retaining a license thereunder;

NOW THEREFORE in independent consideration of the sum of Five Thousand Five Hundred Dollars (\$5,500) paid by R&K to Sertons concurrently with the execution hereof, the license granted hereby and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Sertons agrees to assign, and does hereby assign, to R&K (a) all of its right, title and interest in and to the Mark and agrees to do all acts and execute all papers

reasonably necessary to effect the intent hereof, all at the expense of R&K but without any charge to R&K. No rights outside the United States are assigned hereby.

2. R&K agrees to grant, and does hereby grant, to Sertons an exclusive, royalty-free, license, without the power to grant sublicenses, to use the Mark in the marketing of the goods identified in said U.S. Registration No. 1,902,624, for so long as Sertons continues to use the Mark for such goods.

3. Sertons further agrees:

- (a) that all use of the Mark by Sertons will inure to the sole benefit of R&K;
- (b) to acknowledge the right of R&K to oversee use of the Mark and the quality of the goods associated therewith, and to this end warrants that the quality of the goods marketed under the Mark will meet or exceed the quality of the goods currently being sold by Sertons under the Mark and agrees to supply to R&K upon its request a certification of the quality of the goods sold under the Mark and samples of advertising, labeling and/or packaging bearing the Mark; and
- (c) to use appropriate trademark symbols, such as ® in a way consistent with good trademark practice.

4. This license is personal to Sertons and may not be assigned by Sertons without the prior written consent of R&K except in connection with the business presently being conducted by Sertons under the Mark.

5. This Agreement shall be governed by and construed and enforced in

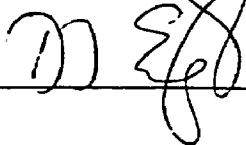
accordance with the laws of Virginia and the courts in Virginia shall have exclusive jurisdiction over any dispute relating to this Agreement.

6. Except as specifically provided to the contrary in this Agreement, nothing in this Agreement makes either party an agent or legal representative of the other.

Neither party has or shall have any right or authority to bind the other in any way or to assume or to create express or implied obligations or responsibilities on behalf, or in the name, of the other.

7. This Agreement is the entire agreement between the parties with respect to the subject matter hereof. There are no representations, understandings or agreements, written or oral, not expressly included herein. No addition, deletion or modification of this Agreement is binding on either party unless it is in writing and signed by both parties.

ROGERS & KILLEEN



SERTONS INTERNATIONAL B.V.

