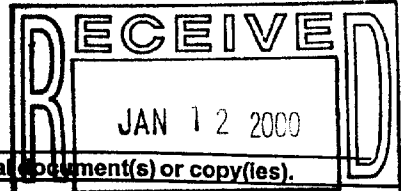


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RECORDATION FORM COVER SHEET  
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
\_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name ROARK VENTURES, INC

Execution Date  
Month Day Year  
12 13 99

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization \_\_\_\_\_

Receiving Party

Mark if additional names of receiving parties attached

Name THE HEBREW UNIVERSITY OF JERUSALEM

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) Givat Ram

Address (line 2) P.O. Box 34165

Address (line 3) Jerusalem 91341

Israel

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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*Fee OK*

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Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

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**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1629531"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

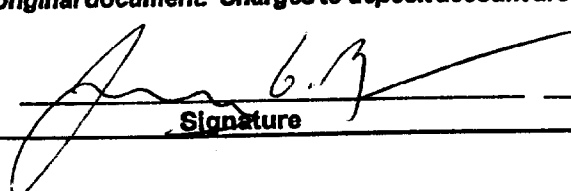
No

**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. Charges to deposit account are authorized, as indicated herein.

Lanning G. Bryer

Name of Person Signing



Signature

1/5/00

Date Signed

IN THE MATTER OF

Trademark **EINSTEIN'S ARCADE**

**Registration No.: 1629531**

**Dated: December 25, 1990**

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

Ladas & Parry, whose postal address is 26 West 61st Street, New York, New York 10023, United States of America, is hereby designated applicant's representative upon whom notices or process in proceedings affecting the mark may be served.

**POWER OF ATTORNEY**

Applicant hereby revokes all previous Powers of Attorney and hereby appoints jointly and severally, with full power of substitution, the power of appointment of an associate attorney and the power of revocation:

STEPHEN A. GOLDSMITH

ALLAN S. PILSON

IAN JAY KAUFMAN

FREDERICK REICHWALD

ROBERT ALPERT

DANIEL F. ZENDEL

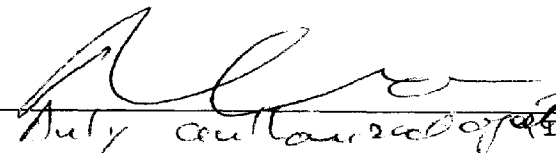
LANNING G. BRYER

JOSEPH J. VILLAPOL

MARY A. MOY

members of the Bar of the State of New York, c/o Ladas & Parry, 26 West 61st Street, New York, New York 10023, United States of America, to transact all business in the Patent Office in connection with the subject registration.

**THE HEBREW UNIVERSITY OF JERUSALEM**

By  (Title)  
12/13/99 (Date)  
December 13, 1999

TRADEMARK ASSIGNMENT

WHEREAS, Roark Ventures, Inc., a corporation organized and existing under the laws of the State of Texas, having a mailing address at 2011-D East Riverside Drive, Austin, Texas 87841 (hereinafter referred to as the "ASSIGNOR"), is the owner of the service mark EINSTEIN'S ARCADE, for which United States Registration No. 1,629,531 issued in the United States Patent and Trademark Office on December 25, 1990;

WHEREAS, The Hebrew University of Jerusalem, a private, non-profit corporation organized and existing under the laws of Israel, having a mailing address at Givat Ram, P.O. Box 34165, Jerusalem 91341, Israel (hereinafter referred to as the "ASSIGNEE") desires to acquire the entire right, title and interest in and to the mark EINSTEIN'S ARCADE and United States Registration No. 1,629,531, together with that part of the goodwill of the business relating to said mark and which is symbolized by said mark, along with the right to sue for past infringement and recover damages and profits therefor; and

WHEREAS, ASSIGNEE desires this Assignment for the further purpose of recording its ownership of said mark and registration in the United States Patent and Trademark Office;

NOW, THEREFORE, in exchange for mutual promises and other good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and confer unto ASSIGNEE, its successors and assigns, all right, title and interest in and to said mark EINSTEIN'S ARCADE and United States Registration No. 1,629,531, together with that part of the goodwill of the business in connection with which said mark was used and which is symbolized by said mark, as well as the right to sue for past infringement and recover damages and profits therefor.

ASSIGNOR represents and warrants that said mark and

A handwritten signature in black ink, appearing to be a stylized 'M' or similar character, located at the bottom right of the page.

registration are owned by ASSIGNOR free and clear of adverse claims, mortgages, liens, charges, pledges, security interests or other encumbrances of any kind whatsoever, including, without limitation, all existing and pre-existing licenses as well as covenants not to sue, and that said mark and registration are freely assignable by ASSIGNOR.

ASSIGNOR represents and warrants that the mark and registration are valid and enforceable and that the mark is in use and has not been abandoned.

ASSIGNOR agrees to execute and deliver, at the request of the ASSIGNEE, all papers and instruments, and to perform any other acts the ASSIGNEE may reasonably require in order to vest all of ASSIGNOR's right, title and interest in and to said mark and registration in the ASSIGNEE and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the ASSIGNEE, to the extent such evidence is in the possession or control of ASSIGNOR.

The ASSIGNOR may not directly or indirectly challenge the ownership by the ASSIGNEE of said mark and registration.

This Assignment shall extend to and be binding upon all successors, licensees and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective officer or officers thereunto duly authorized.

**ROARK VENTURES, INC.**

Dated: 10-19-99

  
Signature

RONNIE ROARK  
Name

- 2 -



President

Title

THE HEBREW UNIVERSITY  
OF JERUSALEM

ted:

11/16/89



Signature

Yoram Rabin

Name

Deputy Authorized Agent

Title

