

04-24-2000



101331042

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

NRD 3-23-00

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

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

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

Execution Date
Month Day Year

Name

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

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

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.)

Citizenship/State of Incorporation/Organization

04/21/2000 JSHABAZZ 00000672 75831845

FOR OFFICE USE ONLY

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40.00 UP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

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.

#

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" value="75831845"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<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:

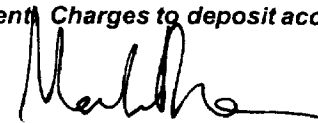
Yes

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.

Mark Dixon



3-1-00

Name of Person Signing

Signature

Date Signed

**ASSIGNMENT OF
TRADEMARK APPLICATIONS**

This Assignment of Trademark Applications, dated as of the 1st day of March, 2000, by and between MARK DIXON, an individual, whose address is 124 East 19th Street, New York, NY 10003 ("Assignor"), and BREAKINGVIEWS.COM, LTD., a United Kingdom corporation, whose address is No. 7 Sandy's Row, London, United Kingdom E1 ("Assignee"), is entered into with reference to the recitals set forth in Article 1 below and constitutes an assignment of the Assignor's trademark applications.

ARTICLE 1

RECITALS

1.1 Assignor has filed trademark applications for the trademark known as "BreakingViews" with the United States Patent and Trademark Office, the Patent Office Trade Marks Registry of the United Kingdom, and the Office of Harmonization for the Internal Market ("OHIM") as follows: United States application number 75831845; United Kingdom application number 2214181; and OHIM application number 001381516 (the "Trademark Applications").

1.2 In connection with the formation of Assignee, Assignor desires to assign to Assignee the Trademark Applications on the terms and subject to the conditions hereinafter set forth.

ARTICLE 2

ASSIGNMENT

2.1 For valuable consideration, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, and Assignee agrees to purchase from Assignor the Trademark Applications.

2.2 This assignment shall include all trademark applications, trademarks, common law trademark rights and unregistered trademarks, which the Assignor now owns or controls or hereafter may own or control with regard to the Trademark Applications and all other rights or interests of Assignor of whatsoever kind or nature related thereto.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

3.1 Assignor represents that he is the exclusive owner of all rights to the Trademark Applications and has the right to assign

the Trademark Applications, and has not executed any agreement in conflict with this Assignment, and has not sold, conveyed, transferred or granted, or agreed to do so, to any other person, partnership, limited liability company, firm, or corporation, any assignment, right, license, shop right, or privilege of any kind related thereto. The Trademark Applications are free and clear of mortgages, liens, pledges, charges, encumbrances, equities, and claims.

3.2 Assignee represents it has the right, power, legal capacity and authority to enter into, and perform its obligations under this Assignment, and no approvals or consents of any persons other than Assignee are necessary.

3.3 Assignee represents it is purchasing the Trademark Applications based on its own investigation as to the suitability of the Trademark Applications for Assignee's purposes. Assignee is not relying on any representations or warranties of Assignor in entering into or consummating this Assignment, except as set forth in this Assignment.

3.4 Assignee shall defend at its own expense all infringement suits that may be brought against Assignor and/or Assignee as a result of the Trademark Applications.

ARTICLE 4

GENERAL PROVISIONS

4.1 The use herein of the neuter gender includes the masculine and the singular number includes the plural, whenever the context so requires.

4.2 Captions in this Assignment are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Assignment or any of the terms hereof.

4.3 This Assignment contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

4.4 No modification, waiver, amendment, discharge or change of this Assignment shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

4.5 In the event either party commences litigation for the judicial interpretation, enforcement or rescission hereof, the prevailing party shall be entitled to judgment against the other

for an amount equal to reasonable attorneys' fees and court and other costs incurred.

4.6 All of the terms of this Assignment shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective legal representatives, successors and assigns.

4.7 Each of the parties hereto agrees to execute any additional documents necessary to carry out the terms and conditions of this Assignment.

4.8 Each individual executing this Assignment represents, warrants and covenants that he is authorized to execute this Assignment on behalf of himself or the entities which he purports to represent.

4.9 This Assignment may be signed in counterparts.

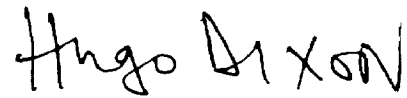
IN WITNESS WHEREOF, this Assignment has been executed at New York, New York, as of the date set forth above.

Assignor



Mark Dixon

Assignee



BreakingViews.com, Ltd., a United
Kingdom corporation
By: Hugo Dixon
Its: Chairman