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07-10-2001

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



101772191

original documents or copy thereof.

To the Honorable Commissioner of

1. Name of conveying party(ies):
Monster Innovations Group Limited

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company Organized Under the Laws of England and Wales

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Just Entertainment Limited
Internal Address: _____
Address: _____

Street Address: Just House, Rutland Place
Bakewell, State: England Zip: DE45 1GU
City: Derbyshire

Individual(s) citizenship _____
 Association _____ - 2
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Limited Liability Company Organized Under the Laws of England and Wales

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: February 20, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
76/007,498

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Bradley M. Ganz
 Internal Address: GanzLaw pc

Street Address: P.O. Box 10105

City: Portland State: OR Zip: 97296

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed by attached Credit Card Payment Form PTO-2038
 Authorized to be charged to deposit account For any insufficient or additional fees required

8. Deposit account number:
50-1001
 For any insufficient or additional fees required
 (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.

Bradley M. Ganz
 Name of Person Signing

[Signature]
 Signature

June 27, 2001
 Date

Total number of pages including cover sheet, attachments, and document: 5

07/10/2001 LNUJELLER 00000044 76007498

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CAS/00-0014

01 FC:481 40.00 DP

TRADEMARK
REEL: 002325 FRAME: 0653

ASSIGNMENT AGREEMENT

THIS AGREEMENT IS MADE the 20th day of February Two Thousand and One

BETWEEN

Monster Innovations Group Limited of Just House, Rutland Place, Bakewell, Derbyshire, DE45 1GU, United Kingdom, a company organised under the laws of England (hereinafter referred to as “the Assignor”) of the one part

AND

Just Entertainment Limited of Just House, Rutland Place, Bakewell, Derbyshire, DE45 1GU, United Kingdom, a company organised under the laws of England and Wales, (hereinafter referred to as “the Assignee”) of the other part.

WHEREAS

- (a) The Assignor has filed applications in the European Union and the United States for the trade mark Pinky and Perky, details of which are listed in the Schedule hereto.
- (b) The Assignor wishes to assign its entire right, title and interest in the trade marks to the Assignee on the basis hereinafter set out.

NOW THIS AGREEMENT WITNESSETH as follows:

In consideration of the sum of £10.00 (Ten Pounds Sterling) (the receipt and adequacy of which the assignor hereby acknowledges) the Assignor hereby assigns as beneficial owner unto the Assignee free from encumbrances its entire right, title and interest in the trade mark including the goodwill attaching to the use thereof and all rights of action, remedies, powers and benefits pertaining thereto, including the right to sue for past infringements, to hold unto the Assignee, its successors, and assigns absolutely.

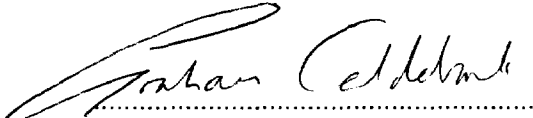
The Assignor covenants that at the request and cost of the Assignee it will at all times hereafter do all such acts and execute all such documents necessary or desirable both to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder and to assist in the resolution of any question concerning any of the same.

THE SCHEDULE referred to above is as follows:

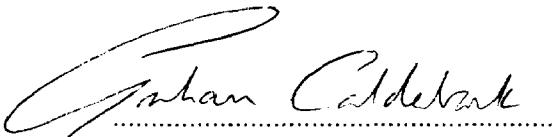
TRADE MARK APPLICATION	COUNTRY	NUMBER	CLASS
Pinky and Perky	European Union	1506328	9,16,25,28,41
Pinky and Perky	USA	76/007498	9,16,25,28,41

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

For and on behalf of
Monster Innovations Group Limited


.....
AUTHORISED OFFICER

For and on behalf of
Just Entertainment Limited


.....
AUTHORISED OFFICER

*Before me 20th February 2001
M.C. Handforth*

M. C. HANDFORTH
Notary Public
Solicitor/Partner
Heny, Loveday & Keighley
Matlock DE4 3AQ
TEL: 01629-583142

