

08-08-2001

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

101803625

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

1. Name of conveying party(ies): Chyron Corporation 82-07
Individual(s) Association
General Partnership Limited Partnership
Corporation-State New York
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Video Design Graphics, Inc.
Internal Address: Suite 306
Street Address: 426 Broad Hollow Road
City: Melville State: NY Zip: 11747
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Delaware
Other
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: July 31, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1,777,102
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Christine Morgan
Internal Address: Pillsbury Winthrop LLP
31st Floor
Street Address: One Battery Park Plaza
City: New York State: NY Zip: 10004

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41).....\$40.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

08/08/2001 17:41:21 00000043 1777102 40.00 DP 01 FC:481

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.
Christine Morgan Signature
Name of Person Signing Signature
August 2, 2001 Date

Total number of pages including cover sheet, attachments, and document: 7

201155-0000013

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

Express Mail Label No.: EL 755479280

TRADEMARK REEL: 002344 FRAME: 0085

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of July 31, 2001, by CHYRON CORPORATION, a New York corporation (the "Assignor"), to VIDEO DESIGN GRAPHICS, INC., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor is the owner of the trademarks which are registered in, and the trademark applications which were filed with, the appropriate legal, administrative or regulatory entities, as set forth on Annex A hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to the Asset Purchase Agreement dated as of the date hereof between the Assignor and the Assignee (the "Asset Purchase Agreement"), the Assignor has agreed to transfer to the Assignee all of the Assignor's right, title and interest in and to the Trademarks as well as, among other things, the Purchased Assets; capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement;

NOW THIS DEED WITNESSETH as follows:

(1) The Assignor DOES HEREBY ASSIGN, TRANSFER AND CONVEY to the Assignee, its successors and assigns forever, all of the right, title and interest, whether statutory or common law, of the Assignor in, to or arising under the Trademarks, and the Assignor's rights to sue for, and remedies against, past, present or future infringements thereof, and rights of priority and protection of interest therein.

(2) If any Trademarks owned by the Assignor are not registered or recorded in the name of the Assignor, the Assignor agrees to comply with the Assignee's reasonable request to supply the documents required for the assignment of such Trademarks as a result of those Trademarks not being in the Assignor's name; provided, that the Assignee shall reimburse the Assignor for reasonable out-of-pocket expenses incurred by the Assignor in connection with such assistance.

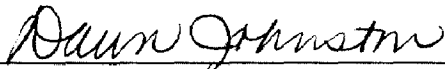
(3) At the Closing and from time to time after the Closing, at the request of the Assignee and without further consideration, the Assignor shall promptly execute and deliver to the Assignee such agreements, certificates and other instruments of sale, conveyance, assignment and transfer, and take such other action, as may be reasonably requested by the Assignee (i) more effectively to sell, convey, assign and transfer to and vest in the Assignee (or to put the Assignee in possession of) any of the Trademarks or (ii) to assist the Assignee in registering the Trademarks with the appropriate Governmental Entities in any jurisdiction requested by the Assignee; provided, that the Assignee shall reimburse the Assignor for reasonable out-of-pocket expenses incurred by the Assignor in connection with such assistance.

(4) This Assignment is made pursuant to, and subject to the terms of, the Asset Purchase Agreement. To the extent of a conflict between the provisions of this Assignment and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern.


(5) Pursuant to Section 5-1401 of the New York General Obligation Laws, this Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflicts of law provisions thereof.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment
to be executed as of the 31st day of July, 2001.

CHYRON CORPORATION

By: 
Name: DAWN JOHANSTON
Title: CEO

VIDEO DESIGN GRAPHICS, INC.

By: 
Name: LARRY MINGEN
Title: PRESIDENT

Registration No. – 1,777,102
Registered – June 15, 1993
Int'l Class – 9
Mark - Liberty