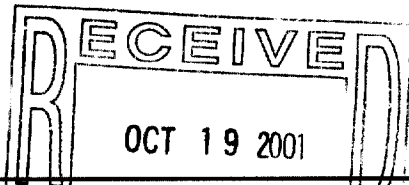


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101888671 COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies): Syracuse Language Systems, Inc. 10/19/01
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation-State (New York)
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)
Name: Vivendi Universal Interactive
XXXXX
XXXXX Publishing North America, Inc.
Street Address: 19840 Pioneer Avenue
City: Torrance State: CA Zip: 90503
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[X] Corporation-State Delaware
[] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance:
[X] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other
Execution Date: 05/16/2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2143033; 1789189; 2246303; 2277218; 2325166
Additional number(s) attached [] Yes [X] No

B. Trademark Registration No.(s) 2143033; 1789189; 2246303; 2277218; 2325166
Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Monique M. Drake
XXXXXXXXXX
Internal Address:
Gibson, Dunn & Crutcher LLP
Street Address: 1801 California St.
Suite 4100
City: Denver State: CO Zip: 80202

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41): \$140.00
[X] Enclosed
[X] Authorized to be charged to deposit account for deficiency in fees/overpayment
8. Deposit account number: 50-0792
(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.
Monique M. Drake
Name of Person Signing
Signature: Monique M. Drake
Date: 10/18/01
Total number of pages including cover sheet, attachments, and document: 5

10/26/2001 01 FC:481 02 FC:482

BBYRNE 00000240 2143033 40.00 100.00

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

SYRACUSE LANGUAGE SYSTEMS, INC. U.S. TRADEMARK ASSIGNMENT

This U.S. Trademark Assignment (this "Assignment") is made as of May 16, 2001, by Syracuse Language Systems, Inc., a New York corporation ("Assignor") to Vivendi Universal Interactive Publishing North America, Inc., a Delaware corporation ("Assignee").

RECITALS

A. Assignor, Assignee and certain other parties have entered into the Agreement and Plan of Merger dated as the date hereof (the "Agreement").

B. Pursuant to Section 6 of the Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the trademarks registered and the trademark applications filed with the United States Patent and Trademark Office set forth on Exhibit A hereto and any common law trademarks (collectively the "Trademarks"), together with the goodwill of the business pertaining thereto.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Agreement and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Agreement, Assignor hereto agrees as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Trademarks, along with the right to sue for and collect such damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

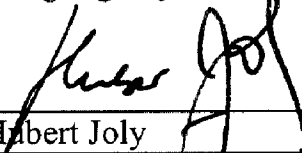
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States whose duty it is to issue trademarks or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

3. Assignor hereby promises and agrees to communicate to the said Assignee and its successors, assigns and legal representatives any facts known to Assignor respecting said Trademarks, and to testify in any legal proceeding, sign all lawful papers, make all rightful oaths and generally do everything possible to aid the said Assignee and its successors, assigns and legal representatives to obtain and enforce proper protection for said Trademarks.

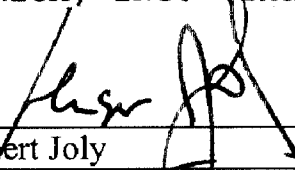
4. To comply with the regulations for recording of this Assignment, the parties hereby authorize and request the law firm of Gibson, Dunn & Crutcher LLP to correct any errors in this Assignment or insert any further identification or other information necessary or desirable to make this Assignment suitable for recording in the United States Patent & Trademark Office when such identification or information becomes known.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment.

Syracuse Language Systems, Inc.

By: 
Name: Hubert Joly
Title: President
Date: May 16, 2001

VIVENDI UNIVERSAL INTERACTIVE PUBLISHING
NORTH AMERICA, INC. (fka HAVAS INTERACTIVE,
INC.)

By: 
Name: Hubert Joly
Title: President
Date: May 16, 2001

Acknowledgment by Notary Public

State of California

County of Los Angeles

On this 16th day of May, 2001, before me, the undersigned Notary Public, personally appeared Hubert Joly, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: Tricia Stephens
Name: Tricia Stephens, Notary Public



EXHIBIT A

Syracuse Language Systems, Inc.

U.S. Trademarks

<i>Mark</i>	<i>Status</i>	<i>Reg. No. or Serial No.</i>	<i>Int'l Classes</i>
Let's Talk (Words Only)	Registered	2143033	9
Playing with Language (Words Only)	Registered	1789189	9
Language Connection	Cancelled	1805907	9
Language Connect (Words Only)	Registered	2246303	41
Triple Play (Words Only)	Registered	2277218	9
Your Way (Words Only)	Registered	2325166	9, 41
Virtual Language Lab (Words Only)	Abandoned	74-683884	9, 41
SLS (Words Only)	Abandoned No statement of use	74-040309	9