

03-04-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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T U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102001314 ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies): 2-5-02
Carlton Communications PLC

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State
- Other Limited liability company

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: November 1, 2001

2. Name and address of receiving party(ies)

Name: Gala Interactive Limited

Internal

Address: _____

New Castle House

Street Address: Castle Boulevard

City: Nottingham State: _____ Zip: NG7 1FT

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____

Other Limited liability company

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/189337
76/189341

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Peter Fichler

Internal Address: _____



02-05-2002

U.S. Patent & TMO/TM Mail Rpt Dt. #11

Street Address: 1901 Ave. of the Stars

Suite 700, L.A

City: Los Angeles State: CA Zip: 90026

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501796

(Attach duplicate copy of this page if paying by deposit account)

76189337

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.

Peter Eichler

Name of Person Signing

Signature

2/5/02

Date

Total number of pages including cover sheet, attachments, and document: 19

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

TRADEMARK
REEL: 002452 FRAME: 0520

03/01/2002 BITUM11 00000230 501796 76189337 40.00 CH 25.00 CH

DESIGNATION OF DOMESTIC REPRESENTATIVE

JAMBA & DEVICE
Identify the Mark

76/189337
Serial No.

Gala Interactive Limited
Name of Applicant

January 5, 2002
Date Of Signature

Peter M. Eichler, c/o Crosby Heafey Roach & May, PC
(Name Of Domestic Representative)

whose postal address is 1901 Avenue of the Stars, Suite 700

Los Angeles, California 90067

is hereby designated applicant's representative upon whom notice or process in proceedings affecting the mark may be served.



(Signature of Applicant)

DESIGNATION OF DOMESTIC REPRESENTATIVE

JAMBA

Identify the Mark

76/189341

Serial No.

Gala Interactive Limited

Name of Applicant

January 5, 2002

Date Of Signature

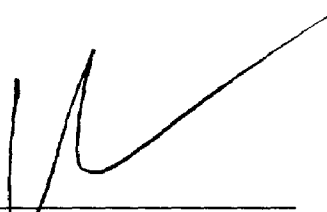
Peter M. Eichler, c/o Crosby Heafey Roach & May, PC

(Name Of Domestic Representative)

whose postal address is 1901 Avenue of the Stars, Suite 700

Los Angeles, California 90067

is hereby designated applicant's representative upon whom notice or process in proceedings affecting the mark may be served.



(Signature of Applicant)

Trademark JAMBA
Serial No. 76/189337

POWER OF ATTORNEY

Applicant hereby appoints PETER M. EICHLER, ESQ., of CROSBY HEAFY ROACH AND MAY, PC, its attorneys, with offices at 1901 Avenue of the Stars, Suite 700, Los Angeles, California 90067 (telephone number 310-734-5200), to prosecute this application for registration with full power of substitution and revocation, to transact all business in the United States Patent and Trademark Office connected therewith and to receive the Certificate of Registration and correspondence, further, Applicant hereby revokes all previously granted powers of attorney in this matter.

GALA ON-LINE LIMITED

BY: 

BRIAN MATTINGLEY (Print Name)

DEVELOPMENT DIRECTOR (Title)

Dated: 20 December 2001

Trademark JAMBA & Design
Serial No. 76/189341

POWER OF ATTORNEY

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GALA ON-LINE LIMITED

By: 

BRIAN MATTINGLEY (Print Name)
DEVELOPMENT DIRECTOR (Title)

Dated: 20 December 2001

THIS ASSIGNMENT is made the *1st* day of *November*, 2001

BETWEEN:

- (1) CARLTON COMMUNICATIONS PLC (registered under Company Number: (348312) whose registered office is situate at 25 Knightsbridge, London SW1X 7RX ("Assignor"); and
- (2) GALA ON-LINE LIMITED (registered under Company Number: 2284932) whose registered office is situate New Castle House, Castle Boulevard, Nottingham NG7 1FT ("the Assignee").

WHEREAS:

- (A) The Assignor is the registered proprietor of the US trade marks applications particulars of which are set out in the Schedule below (collectively called "the Trade Mark Applications").
- (B) By an Agreement of even date herewith ("the Agreement") between the Assignor's wholly owned subsidiary, Carlton Interactive Media Limited ("Carlton Interactive") the (1), and the Assignee (2) Carlton Interactive has agreed to procure that the Assignor assigns to the Assignee the Trade Mark Applications upon the following terms and conditions.

NOW THIS DEED WITNESSETH as follows:

1. INTERPRETATION & DEFINITIONS

In this Assignment and the Recitals the wording and expressions used have the same meaning as set out in clause 1 of the Agreement.

2. ASSIGNMENT

In accordance with the provisions of the Agreement and in consideration of the sum £1 now paid by the Assignee to the Assignor receipt of which the Assignor hereby acknowledges the Assignor HEREBY ASSIGNS with full title guarantee unto the Assignee the Trade Mark Applications and the goodwill connected thereto and the full and exclusive benefit of each of them including the right to sue for past infringements and retain damages obtained as a result of such action and TO HOLD the same unto the Assignee absolutely.

3. MISCELLANEOUS

- 3.1 Each party shall bear its own costs incurred in the negotiations leading up to and in the preparation of this Assignment and of matters incidental to this Assignment .
- 3.2 No term or provision of this Assignment shall be varied or modified by any prior or subsequent statement, conduct or act of any party except that hereafter the parties may amend this Assignment only by letter or written instrument executed by both parties.
- 3.3 The headings to the clauses in this Assignment are for ease of reference only and shall not form any part of this Agreement for the purposes of construction.
- 3.4.4 This Assignment may be entered into in any number of counterparts by the parties to it on separate counterparts each of which when so executed and

delivered shall be an original but all the counterparts shall together constitute one and the same instrument.

3.5 If at any time any provision in this Assignment shall be held to be illegal, invalid or unenforceable in whole or in part under any rule of law or enactment such term or provision or part shall to that extent be deemed not to form part of this Assignment but the enforceability of the remainder of this Assignment shall not be effected.

3.6 The Assignor shall and shall procure the execution of, at its expense, any further document and do any such thing as Assignee may require to enable to the Assignee to become registered as the proprietor of the Trade Mark Applications and to secure the benefit of the rights hereby assigned.

5. LAW & JURISDICTION

5.1 This Assignment shall be deemed to have been made in England and English Law shall be the law applicable to this assignment and shall govern this Assignment.

5.2 Each party submits to the non-exclusive jurisdiction of the Supreme Court of Judicature of England, waives personal service of any proceedings, agrees that service on it or proceedings may be effected by registered mail to its address for service referred to in the notice clause of the Agreement, and waives any objection to proceedings in such Court on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

IN WITNESS whereof the duly authorised representatives of Assignor and the Assignee have executed this Assignment as a Deed the day and year first above written.

THE SCHEDULE

Mark	Application Number	Class
JAMBA & DEVICE	76/189337	9 and 41
JAMBA	76/189341	9 and 41

EXECUTED as a Deed by
CARLTON COMMUNICATIONS
PLC
 acting by a Director and a
 Second Director/Secretary

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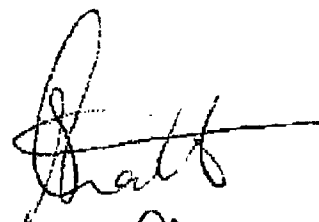
Director

Director/Secretary

EXECUTED as a Deed by
GALA ON-LINE
LIMITED acting by a Director
 and a Second Director/ Secretary

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)
)
)

Director



Director/Secretary



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 acting by a Director and a
 Second Director/Secretary

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)
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Director

~~Director/Secretary~~

EXECUTED as a Deed by
GALA ON-LINE
LIMITED acting by a Director
 and a Second Director/ Secretary

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)
)
)

Director

Director/Secretary



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 2284932

The Registrar of Companies for England and Wales hereby certifies that
GALA ON-LINE LIMITED

having by special resolution changed its name, is now incorporated
under the name of
GALA INTERACTIVE LIMITED

Given at Companies House, Cardiff, the 27th November 2001



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

RECEIVED TIME 17.DEC. 12:11

PRINT TIME 11:02:00 TOTAL P.02

RECORDED: 02/05/2002

REEL: 002452 FRAME: 0535