

07-08-2002

Form PTO-1504

1-31-92



HEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner c

102146999

attached original documents or copy hereof.

1. Name of conveying party(ies):

KALEIDOSCOPE NETWORKS LIMITED

Individual(s) Association
General Partnership Limited Partnership
X Corporation-State UNITED KINGDOM
Other

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

3. Nature of conveyance:

X Assignment Merger
Security Agreement Change of Name
Other

Execution Date: OCTOBER 17, 2001

2. Name and address of receiving party(ies):

Name: BRITISH TELECOMMUNICATIONS PLC
Address: 81 NEWGATE STREET
LONDON, EC1A 7AJ
ENGLAND

Individual(s) citizenship Association
General Partnership Limited Partnership
X Corporation-State UNITED KINGDOM
Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:

X Yes No
(Designations must be a separate document from Assignment)

Additional name(s) & addresses attached? Yes x No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s). 2431688

Additional Numbers attached? Yes x No

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

Name: PATRICK BOISSON

Internal Address: Fross Zelnick Lehrman & Zissu, P.C.

Street Address: 866 United Nations Plaza

City: New York State: NY Zip: 10017

6. Total number of applications and registration involved:.....1

7. Total fee (37 CFR 3.41) \$ 40.00

X Enclosed
X Authorized to be charged to deposit account
(Only if total fee is not sufficient)

8. Deposit account number:

23-0825-0576900

(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.

Patrick Boisson
Name of Person Signing

Signature

6/17/02
Date

Total number of pages comprising cover sheet:

OMB No. 0651-0011 (exp. 4/94)

B01 USA TA-02/01885

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registration No.: 2431688
Mark: CONSOLE DOMAIN and Design
Registration Date: February 27, 2001
Our Ref: B01 0201885

Assistant Commissioner for Trademarks
2500 Crystal Drive
Arlington, Virginia 22202-3513

APPOINTMENT OF DOMESTIC REPRESENTATIVE

British Telecommunications plc, a corporation organized and existing under the laws of the United Kingdom, located at 81 Newgate Street, London EC1A 7AJ, England, the owner of the above registration, hereby appoints the law firm of Frost Zeirick Leberman & Zisno, P.C. of 866 United Nations Plaza, New York, New York 10017 (Tel: 212-813-5900), its attorneys and representatives upon whom notices of process in proceedings affecting the above-identified mark may be served.

British Telecommunications plc

By: [Signature]
[Signature]

Name: MILES BECKINGHAM
[Printed or typed]

Title: TRADE MARK ATTORNEY

Date: MAY 30, 2002

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Private & Confidential

DATED 7 October 2001

Kaleidoscope Networks Limited (1)

and

British Telecommunications Plc (2)

ASSIGNMENT OF TRADE MARKS
AND DOMAIN NAMES

WRA002W2365128VNF

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THIS ASSIGNMENT is made on 1st October 2001

BETWEEN

- (1) **KALEIDOSCOPE NETWORKS LIMITED** (Registered in England No. 03057375) whose registered office is at Unit 2, Cuckoo Wharf, 435 Lichfield Road, Aston, Birmingham, West Midlands, B6 7SS (the "Assignor"), and
- (2) **BRITISH TELECOMMUNICATIONS PLC** (Company No. 01800000) whose registered office is at 81 Newgate Street, London, EC1A 7AL (the "Assignee").

BACKGROUND:

- (A) The Assignor is the proprietor and beneficial owner of the Trade Marks and Domain Names.
- (B) The Assignor has agreed to assign the Trade Marks and Domain Names to the Assignee on the terms set out below.

AGREEMENT:

The Parties **AGREE** as follows:

1 Definitions

In this Assignment unless the context otherwise requires:

"Business" means the Assignor's business of:

- (a) developing, operating and maintaining the websites found at Games Domain.co.uk/.com and Console Domain.co.uk/.com which, amongst other

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(WRACGF2W2865488)TNS

things, provides users with games, reviews, newsletters and the ability to play games on line and enter competitions;

- (b) selling advertising on such websites; and
- (c) licensing content from such websites for use on other websites;

[REDACTED]

"Domain Names" means the registered Internet domain names listed in Part 3 of Schedule 1;

"Encumbrances" means any encumbrance or security interest of any kind whatsoever including (without limitation) a mortgage, charge, pledge or lien.

"Trade Marks" means the registered trade marks and applications for registration and unregistered trade marks listed in Parts 1 and 2 of Schedule 1;

2 Assignment

2.1 In consideration of [REDACTED] receipt of which is hereby acknowledged by the Assignor, the Assignor assigns to the Assignee free from all and any charges or other third party rights all its right, title and interest in the Trade Marks and Domain Names together with the goodwill in the Trade Marks and the Domain Names and together with all rights of action, remedies, powers and benefits relating to any of the Trade Marks or Domain Names including the right to sue for damages for infringement occurring before the date of this Assignment.

3 Further Assurance

3.1 The Assignor undertakes that, at the request and at the cost of the Assignee, it will do all acts and things (including without limitation, making declarations and oaths) and execute all documents as the same may be necessary under the law of any country for

completing the transfer to the Assignee of the full right, title and interest to any of the rights assigned by clause 2.

3.2 At the request and at the cost of the Assignee, the Assignor shall provide all assistance to the Assignee which may be reasonably necessary in connection with bringing or defending any proceedings relating to any of the rights assigned by clause 2.

3.3 The Assignor agrees that to the extent Schedule 1 is not a complete list of all trade mark and domain names of the Assignor used in relation to the Business prior to the date of this Agreement then its entire liability to Assignee under this Agreement shall be to assign by way of deed for no consideration any further rights in any trade marks and domain names which are owned and used by the Assignor in relation to the Business prior to the date of this Assignment and should therefore have been included at Schedule 1, to the Assignee on terms identical to this Assignment.

4 Entire Agreement Applicable Law and Jurisdiction

4.1 The Assignee acknowledges that no implied terms shall form any part of this agreement and any such terms are expressly excluded to the full extent legally permissible.

4.2 This Assignment and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and all disputes or claims arising out of or relating to this Assignment shall be subject to the exclusive jurisdiction of the English courts to which the parties irrevocably submit.

5 Counterparts

This Agreement may be executed in any number of counterparts each of which shall be deemed an original, but all the counterparts shall together constitute one and the same instrument

EXECUTED as an AGREEMENT

SIGNED by CHARLES M. PECK

for and on behalf of

KALIDOSCOPE NETWORKS LIMITED

Charles M. Peck
.....
Managing Director

SIGNED by PAUL BURDEN

for and on behalf of

BRITISH TELECOMMUNICATIONS PLC

Paul Burden
.....

Schedule 1Part 1

Registered Trade Marks

Proprietor	Trade Mark	Country	Number
Kaleidoscope Networks Ltd	Console Domain (and design) (Class 41)	US	2,431,688
Kaleidoscope Networks Ltd	Games Domain (and design) (Classes 35, 38, 41, 42)	EU	E,128,9396
Kaleidoscope Networks Ltd	GD Games Domain (and design)	Canada	TMA547823/ 1026444
Kaleidoscope Networks Ltd	GD Games Domain (and design) (Class 42)	UK	2,110,113

Part 2

Trade Mark Applications

Proprietor	Mark	Country	Number
Kaleidoscope Networks Ltd	Console Domain (Classes 35/41)	EU	1504100
Kaleidoscope Networks Ltd	Console Domain	Canada	1,053,994
Kaleidoscope Networks Ltd	Console Domain (and Design) (Classes 35/41)	Japan	2000-56916
Kaleidoscope Networks Ltd	Console Domain (and Design) (Class 35)	China	200065827
Kaleidoscope Networks Ltd	Console Domain (and Design) (Class 41)	China	200065826
Kaleidoscope Networks Ltd	Games Domain (and Design)	EU	1289396
Kaleidoscope Networks Ltd	Games Domain (and Design) (Class 41)	Japan	2000-55544
Kaleidoscope Networks Ltd	Games Domain (and Design) (Class 35)	China	9900156468

Kalidoscope Networks Ltd	Games Domain (and Design) (Class 41)	China	9900136469
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Part 3

Domain Names

Domain Name
consoledomain.co.uk
gamesdomain.co.uk
gamesdomain.com
gamesdomain.org
gamesdomain.net

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