

02-05-2003



SHEET

102356610

To the Honorable Commissioner of Patents

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
José Luis Nazar *1-31-03*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other _____

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

2. Name and Address of receiving party(ies):
Lexicon Marketing Operating Limited

Address: One Embarcadero Center
 33rd Floor
 San Francisco, CA 94111

*OFFICE OF PATENT AND TRADEMARKS
 FINANCE SECTION
 MAR 21 11 AM '03*

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporations
 Other (company organized under laws of Barbados)

Designation of Domestic Representation attached? yes

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 17, 2003

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

A. Trademark Application No.(s) See attached schedule B. Trademark Registration No.(s) See attached schedule

Additional numbers attached? Yes No

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

John Lynn, Esq.
 Kirkland & Ellis
 153 East 53rd Street
 New York, NY 10022-4675
 (212) 446-4800

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41)..... \$ 215
 Enclosed
 Additional fees authorized to be charged to
 Deposit Account No. 111098

8. Deposit Account No.

(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.

John Lynn *[Signature]* 1/31/02
 Name of Person Signing Signature Date

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

02/04/2003 LMUELLER 00000169 76406775

COMMISSIONER OF PATENTS AND TRADEMARKS

BOX ASSIGNMENT

WASHINGTON D.C. 20231

01 FC:8521
02 FC:8522

40.00 OP
175.00 OP

Schedule to Recordation Form Cover Sheet

APPLICATIONS

<u>Mark</u>	<u>Application No.</u>
FIRST AMERICORP	76/406,775
STATE OF THE ART THE HISPANIC CALL CENTER	76/406,584
VIDEO TEACHER	76/406,585

REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>
INGLES SIN BARRERAS	1,657,270
INGLES SIN BARRERAS	1,627,082
INGLES SIN BARRERAS	2,205,186
LEXICON & DESIGN	2,235,743
LEXICON	1,767,686

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 11th day of January, 2003, ("Effective Date"), by and between José Luis Nazar, an individual ("Assignor"), and Lexicon Marketing Operating Limited, a company organized under the laws of Barbados ("Assignee").

WHEREAS, Assignor and Lexicon Marketing International Limited, an affiliate of Assignee, have entered into that Other IP Purchase Agreement dated on or about the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed, *inter alia*, to assign to Assignee certain assets relating to the intellectual property of Assignor's business, including, without limitation: (a) those trademark registrations and applications identified and set forth on Schedule A; (b) those common law trademarks identified and set forth on Schedule B (the foregoing trademark registrations and applications and common law trademarks collectively referred to herein as the "Marks"); and (c) the goodwill of the business associated with the Marks; and

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors and assigns, its entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, for the United

States and for all foreign countries, including any renewals and extensions of the registrations related thereto that are or may be secured under the laws of the United States or any foreign countries, now or hereafter in effect, and together with all rights to sue and recover for any past infringements of any of the Marks, the same to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks in the United States.

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

To the extent any provision herein is inconsistent with the Purchase Agreement,
the provisions of the Purchase Agreement shall control.

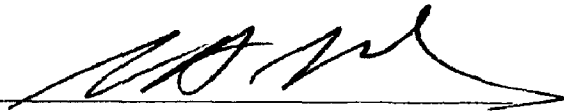
* * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this

Assignment to be signed and executed by the undersigned officers thereunto duly authorized this

17th day of January, 2003.


JOSÉ LUIS NAZAR (an individual)

By: 

Name: _____

Title: _____

LEXICON MARKETING OPERATING LIMITED

By: 

Name: Stefan Kaluzny

Title: Secretary

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

ss.: JOSE NAZAR

On this 16 day of January 2003, there appeared before me
SHANNON L. DAVIS, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
PRESIDENT.

Shannon L. Davis
Notary Public



STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

ss.: STEFAN KALUZNY

On this 16 day of JANUARY 2003, there appeared before me
SHANNON L. DAVIS, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
DIRECTOR.

Shannon L. Davis
Notary Public



Serial No.	Registration No.	Mark/Title	Applicant/ Registrant	Registration/ Issue Date	Next Renewal Date	Status and Comments	Country
76/406,584	(N/A)	STATE OF THE ART THE HISPANIC CALL CENTER	Jose Nazar	(N/A)	(N/A)	Response to office action due May 4, 2003.	USA
75/921,679	(N/A)	STATE OF THE ART - THE HISPANIC CALL CENTER	Jose Nazar	02/17/00	(N/A)	Abandoned on 01/18/01.	USA
76/406,585	(N/A)	VIDEO TEACHER	Jose Nazar	(N/A)	(N/A)	Response to office action due April 11, 2003.	USA
75/136,168	(N/A)	VIDEO TEACHER	Jose Nazar	(N/A)	(N/A)	Abandoned on 07/15/97.	USA
74/615,828	(N/A)	WOLF PACK	Jose Nazar	(N/A)	(N/A)	Abandoned on 02/14/97.	USA
(N/A)	103211	EL VIDEO MAESTRO DE INGLES	Jose Nazar	12/15/97	12/15/07	Renewal due 12/15/07 (confirmed with California Secretary of State).	California
1,878,525	1,511,391	INGLES SIN BARRERAS	Jose Nazar	03/31/94	03/31/04	Renewal due on 03/31/04 (confirmed by FA)	Argentina
1,979,240	1,635,351	INGLES SIN BARRERAS	Jose Nazar	06/12/97	06/12/07	Renewal due on 06/12/07 (confirmed by FA).	Argentina
S.M. 2086-939	58894-C	INGLES SIN BARRERAS	Jose Nazar	07/12/95	07/12/05	Renewal due 07/12/05 (confirmed by FA).	Bolivia

Serial No.	Registration No.	Mark/Title	Applicant/ Registrant	Registration/ Issue Date	Next Renewal Date	Status and Comments	Country
819162116	819162116	INGLES SIN BARRERAS	Jose Nazar	12/05/00	12/05/10	Renewal due 12/05/10 (confirmed by FA).	Brazil
243.303	418.897	INGLES SIN BARRERAS	Jose Nazar	12/24/93	12/24/03	Renewal due 12/24/03 (confirmed by FA).	Chile
93-387.110	173.175	INGLES SIN BARRERAS	Jose Nazar	01/31/95	01/31/05	Renewal due 01/31/05 (confirmed by FA).	Columbia
	103925	INGLES SIN BARRERAS	Jose Nazar	09/29/97	09/29/07	Renewal due 09/29/07 (confirmed by FA).	Costa Rica
	103926	INGLES SIN BARRERAS	Jose Nazar	09/29/97	09/29/07	Renewal due 9/29/07 (confirmed by FA).	Costa Rica
554/96	125.022	INGLES SIN BARRERAS	Jose Nazar	12/16/96	03/20/06	Renewal due 03/20/06 (confirmed by FA).	Cuba
	70,135	INGLES SIN BARRERAS	Jose Nazar	01/15/94	01/15/14	Renewal due 01/15/14 (confirmed by FA).	Dom. Republic
	70,336	INGLES SIN BARRERAS	Jose Nazar	01/15/94	01/15/14	Renewal due 01/15/14 (confirmed by FA).	Dom. Republic
39756	DNPI-562-95-MICIP	INGLES SIN BARRERAS	Jose Nazar	02/17/95	02/17/05	Renewal due 02/17/05. (confirmed by FA)	Ecuador
60546	DNPI470-97-MICIP	INGLES SIN BARRERAS	Jose Nazar	03/26/97	03/26/07	Renewal due 03/26/07 (confirmed by FA).	Ecuador

Serial No.	Registration No.	Mark/Title	Applicant/ Registrant	Registration/ Issue Date	Next Renewal Date	Status and Comments	Country
2901/93	00209	INGLES SIN BARRERAS	Jose Nazar	10/03/98	10/03/08	Renewal due 10/03/08 (confirmed by FA).	El Salvador
004896	73128	INGLES SIN BARRERAS	Jose Nazar	02/07/95	02/06/95	Renewal due 02/06/95 (confirmed by FA).	Guatemala
7328/93	59,498	INGLES SIN BARRERAS	Jose Nazar	03/14/94	03/14/04	Renewal due 03/14/04 (confirmed by FA).	Honduras
282596	540694	INGLES SIN BARRERAS	Jose Nazar	01/29/97	12/17/06	Renewal due 12/17/06 (confirmed by FA).	Mexico
282597	540695	INGLES SIN BARRERAS	Jose Nazar	01/29/97	12/17/06	Renewal due 12/17/06 (confirmed by FA).	Mexico
100103	425980	INGLES SIN BARRERAS	Jose Nazar	11/23/92	10/31/10	Renewal was filed on 10/30/00. Next renewal due 10/31/10 (confirmed by FA).	Mexico
	26,852	INGLES SIN BARRERAS	Jose Nazar	10/03/94	10/02/04	Renewal due 10/02/04 (confirmed by FA).	Nicaragua
	076705	INGLES SIN BARRERAS	Jose Nazar	08/08/95	08/08/05	Renewal due 08/08/05 (confirmed by FA).	Panama
93/7576	165,890	INGLES SIN BARRERAS	Jose Nazar	11/19/93	11/19/03	Renewal due 11/19/03 (confirmed by FA).	Paraguay
226080	3688	INGLES SIN BARRERAS	Jose Nazar	12/03/93	12/03/03	Renewal due 12/03/03 (confirmed by FA).	Peru
1,991,234	1,991,234	INGLES SIN BARRERAS	Jose Nazar	04/03/96	10/20/05	Renewal due 10/20/05 (confirmed by FA).	Spain

Serial No.	Registration No.	Mark/Title	Applicant/ Registrant	Registration/ Issue Date	Next Renewal Date	Status and Administration	Country
2034040	2.034.040	VIDEO TEACHER	Jose Nazar	07/21/97	(N/A)	Abandoned - Confirmed by FA that maintenance was never paid.	Spain
2454-94	P-183439	INGLES SIN BARRERAS	Jose Nazar	01/05/96	01/05/06	Renewal due 01/05/06 (confirmed by FA).	Venezuela

Schedule B

C:\Data\WP\Golden Gate Capital\Lexicon\IP Transfer Documents\Nazar Trademark Assignment (1-14-02).doc

RECORDED: 01/31/2003

**TRADEMARK
REEL: 002664 FRAME: 0258**