

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Syracuse Language Systems, Inc.		05/16/2001	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	Havas Interactive, Inc.
Street Address:	6080 Center Drive
Internal Address:	10th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90045
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2						
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>2049688</td> </tr> <tr> <td>Registration Number:</td> <td>2049689</td> </tr> </tbody> </table>	Property Type	Number	Registration Number:	2049688	Registration Number:	2049689
Property Type	Number					
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Registration Number:	2049689					

CORRESPONDENCE DATA	
Fax Number:	(310)431-2430
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Email:	stacey.gordon@vugames.com
Correspondent Name:	Vivendi Universal Games, Inc.
Address Line 1:	6080 Center Drive
Address Line 2:	10th Floor
Address Line 4:	Los Angeles, CALIFORNIA 90045

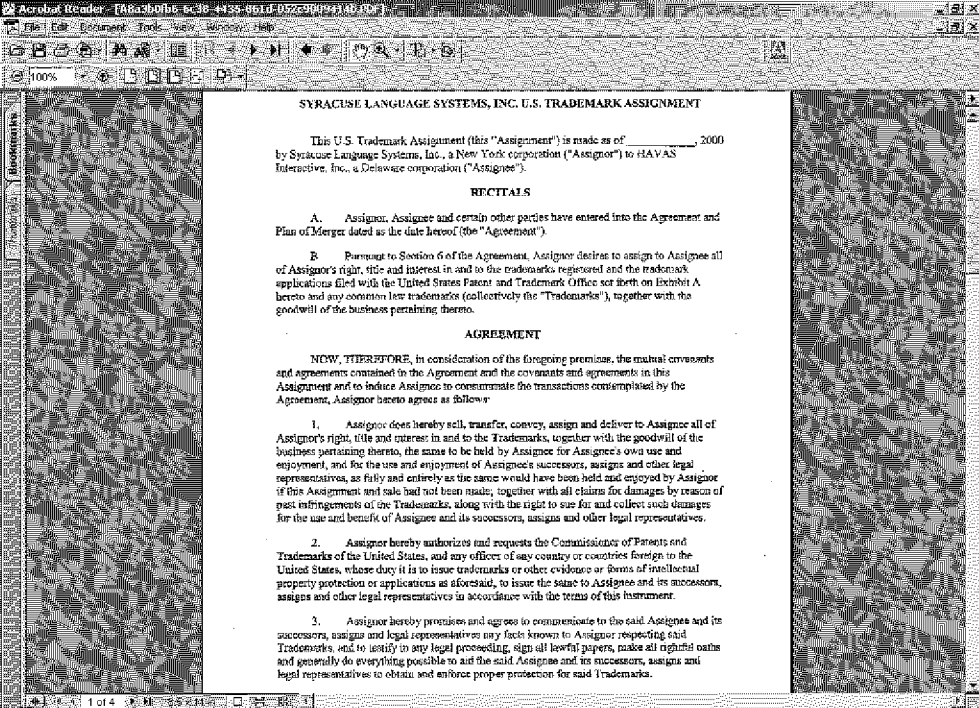
ATTORNEY DOCKET NUMBER:	VUG
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NAME OF SUBMITTER:	Rod A. Rigole
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Total Attachments: 4
 source=Syracuse Language to Havas1.tif
 source=Syracuse Language to Havas2.tif

CH \$65.00 2049688

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source=Syracuse Language to Havas4.tif



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

This U.S. Trademark Assignment (this "Assignment") is made as of _____, 2000 by Syracuse Language Systems, Inc., a New York corporation ("Assignor") to eAVAS Interactive, 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

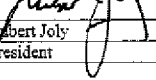
NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Agreement and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Agreement, Assignor hereby agrees as follows:

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 their 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.

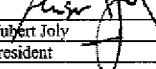
4. To comply with the regulations for recording of this Assignment, the parties hereby authorize and request the law firm of Gibson, Dunn & Crutcher LLP to correct any errors in this Assignment or insert any further identification or other information necessary or desirable to make this Assignment suitable 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: _____

HAVAS Interactiye, Inc.

By: 
Name: Hubert Joly
Title: President
Date: _____

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 (~~as 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

Trademark	Status	Serial Number	Class
Let's Talk (Words Only)	Registered	2143033	9
Playing with Language (Words Only)	Registered	1789189	9
Language Connection	Registered	74-352412	9
Language Connect (Words Only)	Allowed Intent to Use	74-683883	41
Triple Play (Words Only)	Pending Passed by Examiner	75-373505	9
Your Way (Words Only)	Pending Suspended	75-373619	9, 41
Virtual Language Lab (Words Only)	Abandoned	74-683884	9, 41
SLS (Words Only)	Abandoned No statement of use	74-040309	9