

07-29-2003

Form PTO-1594 (Rev. 10/02) 7-22-03 F
OMB No. 0651-0027 (exp. 6/30/2005)



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

Tab settings

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

1. Name of conveying party(ies):

MARTIN HANDFORD

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

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

3. Nature of conveyance:

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

Execution Date: 4/5/2003

2. Name and address of receiving party(ies)

Name: MTV NETWORKS, a division of Viacom International Inc.

Internal Address:

Street Address: 1515 Broadway

City: New York State: NY Zip: 10036

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

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)

B. Trademark Registration No.(s) 2050621 1786753
1761924 2146291

Additional number(s) attached Yes No

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

Name: Selene Costello

Internal Address:

Street Address: 1515 Broadway, 34th Floor

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

220287

FINANCE SECTION
JUL 18 2003 AM 8 24

DO NOT USE THIS SPACE

9. Signature.

Michelena Hallie
Name of Person Signing

Michelena Hallie
Signature

July 18, 2003
Date

4

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

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

07/28/2003 LNUELLER 00000256 220287 2050621

01 FC:4521 40.00 DA
02 FC:4522 75.00 DA

TRADEMARK
REEL: 002788 FRAME: 0135

TRADEMARK ASSIGNMENT

This Agreement, effective as of April 6, 2001, is by and between MARTIN HANDFORD ("Assignor") on the one hand, and MTV NETWORKS, a division of Viacom International Inc. ("Assignee") on the other hand.

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, service marks, brands, logos, and domain names and other identifications associated with the "WHERE'S WALDO" property, the trademarks having been used throughout the world since as early as December 1987 in connection with books and a variety of ancillary merchandise relating thereto;

WHEREAS Assignor is also the owner of all right, title and interest in the trademark and service mark applications and registrations listed in the attached Exhibit A; and

WHEREAS, Assignee is desirous of acquiring any and all rights held by Assignor in and to the above-referenced applications, registrations and all common law trademarks relating to the "WHERE'S WALDO" property, including all associated goodwill, and other such intellectual property relating to the "WHERE'S WALDO" property (hereafter collectively referred to as the "Trademark").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Trademark and other such intellectual property associated with the "WHERE'S WALDO" property including, without limitation, the referenced applications and registrations therefore, together with the goodwill of the business symbolized by the Trademark, and with all past, present and future claims that could be asserted by Assignor arising out of or relating to the use or ownership of the Trademark.

Assignor warrants and represents that: (i) Assignor is the sole owner of all right, title and interest in and to the Trademark and have full right, power and authority to enter into this Assignment and to convey the Trademark to Assignee; (ii) Assignor has never granted and will not in the future grant any rights to third parties that would purport to violate, conflict with or otherwise be inconsistent with any term or provision of this Assignment; (iii) neither the Trademark, nor Assignee's uses thereof, violate any rights of any kind or nature whatsoever of any third party; (iv) all trademark and other intellectual property rights associated with the WHERE'S WALDO property, with the exception of common law rights, are listed in the attached Exhibit A and are herein assigned via this Assignment; (v) all elements of the

Trademark are valid and subsisting; (vi) the mark has been used continuously on or in connection with books and other ancillary goods/services since at least as early as the December 1987; and (vii) the Trademark has not been abandoned.

Assignor agrees to indemnify Assignee, and its parent, subsidiaries, affiliates, and all officers, directors, shareholders, agents, employees, representatives and associates thereof, and save and hold harmless each of them from any claim, suit, harm, damages or costs (including attorneys' fees and expenses) incurred by Assignee arising out of the breach of any warranties or representations contained in this Assignment.

Assignor agrees to execute such further papers as may be necessary to vest full title in and to the Trademark in Assignee.

MARTIN HANDFORD
By: Martin Handford
(Signature)

Date: 5 April 2003

EXHIBIT A

UNITED STATES REGISTRATIONS

MARK	SERIAL/REG. NO.	GOODS/SERVICES	CLASS
WHERE'S WALDO	2,050,621	pre-recorded videotapes and animated videotape series	9
WHERE'S WALDO	1,786,753	children's books	16
WHERE'S WALDO	1,761,924	breakfast cereal	30
WOOF	2,146,291	stuffed toy animals	28

FOREIGN APPLICATIONS/REGISTRATIONS

United Kingdom

WHERE'S WALLY	2016414	computer software programs including programs for screensaving devices, computer games and non-game related software (cl. 9); games and playthings (cl. 28)	9, 28
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Spain

DONDE ESTA WALLY?	[MR. PENNY:INSERT]	[MR. PENNY:INSERT]	28
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Republic of Korea

WHERE'S WALLY?	321209	books	16
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Japan

WHERE'S WALLY?	2,547,441	[MR. PENNY: INSERT ALL BELOW]	4
WHERE'S WALLY?	4,026,280		9
WHERE'S WALLY?	2,549,153		17
WHERE'S WALLY?	2,528,301		19
WHERE'S WALLY?	2,549,154		21
WHERE'S WALLY?	2,568,387		22
WHERE'S WALLY?	2,568,388		24
WHERE'S WALLY?	2,555,739		25
WHERE'S WALLY?	2,568,389		26
WHERE'S WALLY?	2,576,256		30
WHERE'S WALLY?	2,549,155		31
WHERE'S WALLY?	2,590,182		23
WHERE'S WALLY?	3,277,253		[INSERT]
WHERE'S WALLY?	3,302,220		38
WHERE'S WALLY?	[INSERT]		35
WENDA	2,549,182		4
WENDA	2,528,304		19
WENDA	2,537,917		21
WENDA	2,568,391		22
WENDA	2,568,392		25
WENDA	2,568,393		26
WENDA	2,568,394		29
WENDA	2,549,183		31
WENDA	2,612,976		23
WENDA	2,590,203		24
WENDA	2,576,273		30