

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
Breakaway International		07/30/2003	CORPORATION:

RECEIVING PARTY DATA	
Name:	NTN Communications, Inc.
Street Address:	5966 La Place Court, Suite 100
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2040302	RSVIP
Registration Number:	1991505	PROHOST SEATING MANAGEMENT P

CORRESPONDENCE DATA	
Fax Number:	(760)929-5293
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	kay.janney@ntn.com
Correspondent Name:	NTN Communications, Inc.
Address Line 1:	5966 La Place Court, Suite 100
Address Line 4:	Carlsbad, CALIFORNIA 92008

NAME OF SUBMITTER:	Kay Janney
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Total Attachments: 4 source=BreakawayAssignment#page1.tif source=BreakawayAssignment#page2.tif source=BreakawayAssignment#page3.tif source=BreakawayAssignment#page4.tif

OP \$65.00 2040302

ASSIGNMENT OF TRADEMARKS

WHEREAS, Breakaway International, Inc., a Texas corporation, located and doing business at 803 Stadium Dr., Suite 109, Arlington, Texas 76011 ("ASSIGNOR"), is the owner of the trademarks and service marks listed on Exhibit A attached hereto and incorporated herein (the "TRADEMARKS"), and the United States registrations and applications therefor; and

WHEREAS, NTN Software Solutions, Inc., a Delaware corporation, located and doing business at 5966 La Place Court, Carlsbad, California 92008 ("ASSIGNEE"), desires to acquire all of the rights, title and interest of ASSIGNOR in, to and under the TRADEMARKS, together with the goodwill and the portion of the business associated with the TRADEMARKS.

NOW, THEREFORE, in consideration of good and valuable consideration from ASSIGNEE to ASSIGNOR, the sufficiency and receipt of which is hereby acknowledged, ASSIGNOR confirms the transfer and hereby transfers and assigns to ASSIGNEE, the entire right, title and interest in and to the TRADEMARKS, together with the goodwill and the portion of the business associated with the TRADEMARKS and all trademark registrations and applications therefor; and

ASSIGNOR does also hereby sell, assign, transfer and set over unto ASSIGNEE, its successors, legal representatives, and assigns, all claims for damages by reason of past infringement of the TRADEMARKS, the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives; and

ASSIGNOR hereby assigns all rights, title and interest to the marks listed in Exhibit A in all jurisdictions and further agrees to execute such additional documents as may be required in such jurisdictions to effectuate the assignment of applications and registrations therein for the marks and to record the same.

[signatures continued on following page]

IN WITNESS WHEREOF, the parties have executed this instrument on this 30th day of July, 2003.

BREAKAWAY INTERNATIONAL, INC.

By: Gary W. Peek II
Name: Gary W. Peek II
Its: President

NTN SOFTWARE SOLUTIONS, INC.

By: _____
Name:
Its:

IN WITNESS WHEREOF, the parties have executed this instrument on this 31st day of July, 2003.

BREAKAWAY INTERNATIONAL, INC.

By: _____
Name:
Its:

NTN SOFTWARE SOLUTIONS, INC.

By: [Signature]
Name: James B. Frakes
Its: Chief Financial Officer

**EXHIBIT A
THE TRADEMARKS**

Trademarks	Application or Registration Number
Breakaway	U.S. Trademark Registration No. 2,565,186
ProHost Seating Management	U.S. Trademark Registration No. 1,991,505
RSViP	U.S. Trademark Registration No. 2,040,302

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