

**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
British Telecommunications PLC		10/24/2003	Public Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA	
Name:	Yahoo! UK Limited
Street Address:	10 Ebury Bridge Road
City:	London SW1W 8PZ
State/Country:	UNITED KINGDOM
Entity Type:	Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	76164962	DOTMUSIC.COM
Registration Number:	2431688	CONSOLE DOMAIN

CORRESPONDENCE DATA	
Fax Number:	(202)408-4400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202 408 4000
Email:	docketing@finnegan.com
Correspondent Name:	Christie Baty Heinze
Address Line 1:	1300 I Street, N.W.
Address Line 2:	Finnegan, Henderson et. al.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005-3315

ATTORNEY DOCKET NUMBER:	6300.1325
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DOMESTIC REPRESENTATIVE	
Name:	Christie Baty Heinze
Address Line 1:	1300 I Street, N.W.
Address Line 2:	Finnegan, Henderson et. al.

OP \$65.00 76164962

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-3315

NAME OF SUBMITTER:

Christie Baty Heinze

**Total Attachments: 6**

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DATED

24 October

2003

- (1) BRITISH TELECOMMUNICATIONS PLC
- (2) YAHOO! UK LIMITED

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TRADE MARK AND DOMAIN NAME  
ASSIGNMENT WITH GOODWILL

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**BT Group Legal**  
**Intellectual Property Department**  
**British Telecommunications plc**  
Holborn Centre, 8th Floor  
120 Holborn  
London  
EC1N 2TE

**Tel: 020- 7492 8137**  
**Fax: 020- 7242 0767**

**Ref:X91020**

DATED

24 October

2003

### PARTIES

- (1) **BRITISH TELECOMMUNICATIONS public limited company**, (registration No 1800000) whose registered office is at 81 Newgate Street, London EC1A 7AJ, England (the "Assignor"); and
- (2) **YAHOO! UK LIMITED**, (registration No3244285) whose registered office is at 10 Ebury Bridge Road, London, SW1W 8PZ, United Kingdom (the "Assignee")

### INTRODUCTION

- (A) The Assignor is the owner of certain trade marks, brief details of which are set out in Schedule 1, and the Assignor has, by way of a Business Purchase Agreement between the Assignor and the Assignee of even date pursuant to which this Assignment is made ("the BPA"), agreed to assign the trade marks to the Assignee on the terms herein set out.
- (B) The Assignor owns certain rights, title and interest in certain domain names ("the Domain Names") details of which are set out in Schedule 2, and the Assignor has, under the BPA, agreed to transfer and assign, or procure the transfer and assignment of all rights, title and interest of the Assignor in the Domain Names to the Assignee.

### IT IS AGREED AS FOLLOWS:

1. Pursuant to the BPA and in consideration of part of the sum stated in and paid to the Assignor under Paragraph 3.1 of the BPA, and the continuing obligations under the BPA (the receipt of which is acknowledged), the Assignor hereby assigns and transfers to the Assignee with full title guarantee all the rights, title and interest in the registered, pending and unregistered stylised and word-only trade marks in respect of the GAMES DOMAIN, CONSOLE DOMAIN and DOTMUSIC brands ("the Trade Marks") including all common law rights and goodwill connected and attached to and symbolised by the Trade Marks together with the goodwill of the Businesses (as defined in the BPA) in the goods and services in respect of which the Trade Marks have been registered but without the goodwill of any of the Seller's other businesses in the goods and services in respect of which the Trade Marks have been registered, including the right to sue for and to recover damages and other remedies in respect of any infringement of, or acts of passing off in respect of the Trade Marks which may have occurred before the date of this Agreement and to retain any such damages or other remedies obtained as a result of such action to the Assignee, its successors and assigns absolutely and the right to apply for, prosecute and obtain protection and/or registrations throughout the world in relation to the Trade Marks including the right to claim priority TO HOLD the same unto the Assignee absolutely, its successors and assigns free from all liens, charges, equities, claims and encumbrances of which the Assignor is aware to the best of its knowledge, information and belief.

2. Pursuant to the BPA and in consideration of part of the sum stated in and paid to the Assignor under Paragraph 3.1 of the BPA, and the continuing obligations under the BPA (the receipt of which is acknowledged), the Assignor hereby assigns and transfers to the Assignee with full title guarantee all its property right, title and interest in and to the Domain Names, including all goodwill connected therewith and the right to sue for damages and other remedies in respect of any future or any past infringement of the Domain Names AND the benefit of the Domain Names TO HOLD the same unto the Assignee absolutely, its successors and assigns free from all liens, charges, equities, claims and encumbrances of which the Assignor is aware to the best of its knowledge, information and belief.
3. The Assignor undertakes at the request of the Assignee in writing and at the Assignee's expense, to execute, or procure the execution of all deeds, documents, assignments or authorisations and to do or procure all other acts and things necessary and within its power to implement the above assignments and to transfer the Trade Marks and the Domain Names to the Assignee including, without limitation, obtaining any necessary third party consents to any transfer of the Trade Marks and the Domain Names and procuring the recordal of assignments of any of the Trade Marks and the Domain Names to the Assignor which took place prior to this Assignment but which recordals remain outstanding and providing any official notices of such recordals to the Assignee. Further, the Assignor undertakes at its own cost to assist the Assignee and to promptly take all steps within its power after the Effective Date (as defined in the BPA) as may be reasonably requested by the Assignee to halt those infringements by third parties of any of the Trade Marks which are disclosed in the Disclosure Letter (as defined in the BPA).
4. This Assignment will be binding upon each party's successors and assigns.
5. If any term or provision in this Assignment is held in whole or in part, to any extent, to be illegal or unenforceable under any enactment or rule of law that term or provision or part will to that extent be deemed not to form part of this Assignment and the enforceability of the remainder of this Assignment will not be affected.
6. No variation of this Assignment will be effective unless in writing and signed by or on behalf of each of the parties.
7. The Schedules and Recitals form part of this Assignment and the terms defined in the Schedules and Recitals will be so interpreted throughout this Assignment.
8. This Assignment may be executed in a number of counterparts, and by the parties on separate counterparts, each of which when executed will be an original, but all of which constitute a single instrument.
9. A person who is not a party to this Assignment has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Assignment.
10. The construction, validity and performance of the Assignment shall be governed in all respects by the laws of England, and the parties submit to the non-exclusive jurisdiction of the courts of England.

SCHEDULE 1 TO THE ASSIGNMENT AGREEMENT BETWEEN BRITISH TELECOMMUNICATIONS public limited company ("Assignor") and YAHOO! EUROPE LTD ("Assignee")

TRADE MARKS

<u>Trade Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. date</u>	<u>Status</u>	<u>Goods &amp; Services Classes</u>
GAMES DOMAIN logo	Canada	1026444	6/July/2001	Regd	(35, 41, 42)
GAMES DOMAIN logo	Europe	1289396	25/Aug/1999	Regd	35, 38, 41, 42
GD/GAMES DOMAIN logo	UK	2110113	16/Sep/1996	Regd	42
CONSOLE DOMAIN logo	China	1711428	16/May/2000	Regd	35
CONSOLE DOMAIN logo	China	1735754	16/May/2000	Regd	41
CONSOLE DOMAIN logo	Europe	2537892	17/Jan/2002	Appn	35, 41
CONSOLE DOMAIN logo	USA	2431688	28/Mar/2000	Regd	41
dotmusic.com logo	Australia	853061	10/Oct/2000	Regd	9, 16, 35, 39, 41
dotmusic.com logo	Canada	1078078	10/Oct/2000	Appn	(9, 16, 35, 39, 41)
dotmusic.com logo	Europe	1901057	28/Sep/2000	Regd	9, 16, 35, 39, 41
DOTMUSIC	Europe	1580083	22/Mar/2000	Regd	9, 16, 35, 39, 41
dotmusic.com logo	Japan	4648506	28/Feb/2003	Regd	9, 16, 35, 39, 41
dotmusic.com logo	New Zealand	626622	6/Nov/2000	Regd	9
dotmusic.com logo	New Zealand	626623	6/Nov/2000	Regd	35
dotmusic.com logo	New Zealand	626624	6/Nov/2000	Regd	41
dotmusic.com logo	USA	76/164962	14/Nov/2000	Appn	9, 16, 35, 39, 41
DOTMUSIC	USA	76/162974	9/Nov/2000	Appn	9, 16, 35, 39, 41
DOTMUSIC [	France	99/827186	6/Dec/1999	Regd	16, 38, 41, 42

IMAGE OF UNREGISTERED DOTMUSIC.COM WHAT'S MY SOUND AND TARGET EMBLEM



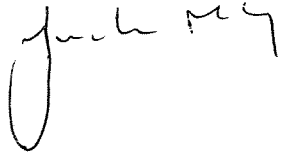
**SCHEDULE 2 TO THE ASSIGNMENT AGREEMENT BETWEEN BRITISH TELECOMMUNICATIONS public limited company ("Assignor") and YAHOO! EUROPE LTD ("Assignee")**

**DOMAIN NAMES**

<b>Domain name</b>	<b>Country</b>
gamesdomain.ca	Canada
gamesdomain.org.uk	United Kingdom
gamesdomain.com	International
gamesdomain.co.uk	United Kingdom
gamesdomain.org	International
gamesdomain.net	International
consoledomain.co.uk	United Kingdom
consoledomain.com	International
dotmusic.com	International
dotmusicevents.com	International
dotmusicbusiness.com	International
dotmusicbiz.com	International
dotmusic.co.uk	United Kingdom
dotmusicbiz.co.uk	United Kingdom
dotmusicbusiness.co.uk	United Kingdom

Executed by the parties on the date written on Page 1 of this Agreement.

SIGNED by JONATHAN MCCOY )  
as attorney for and on behalf of )  
YAHOO! UK LIMITED )  
in the presence of: SKINNER ARKIN )  
SOLICITOR )  
OF EXURV BRIDGE ROAD )  
LONDON SW7 )



SIGNED by ANDREW BURKE )  
as attorney for and on behalf of )  
BRITISH TELECOMMUNICATIONS PLC )

