

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paco Limited		10/21/2004	Jersey, Channel Islands, UK limited company:
RECEIVING PARTY DATA			
Name:	Play Limited		
Street Address:	40 Esplanade		
City:	St. Helier, Jersey		
State/Country:	UNITED KINGDOM		
Postal Code:	JE4 9RJ		
Entity Type:	Jersey, Channel Islands, UK limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2691785	PLAY	
CORRESPONDENCE DATA			
Fax Number:	(214)953-5822		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-953-5936		
Email:	cboyd@jw.com		
Correspondent Name:	Cami Dawson Boyd		
Address Line 1:	901 Main Street., Suite 6000		
Address Line 4:	Dallas, TEXAS 75202		
DOMESTIC REPRESENTATIVE			
Name:	Cami Dawson Boyd		
Address Line 1:	901 Main Street, Suite 6000		
Address Line 4:	Dallas, TEXAS 75202		
NAME OF SUBMITTER:	Cami Dawson Boyd		

CH \$40.00 2691785

Signature:	/Cami Dawson Boyd/
Date:	02/02/2005
Total Attachments: 8 source=#2 Paco Play Assign#page1.tif source=#2 Paco Play Assign#page2.tif source=#2 Paco Play Assign#page3.tif source=#2 Paco Play Assign#page4.tif source=#2 Paco Play Assign#page5.tif source=#2 Paco Play Assign#page6.tif source=#2 Paco Play Assign#page7.tif source=#2 Paco Play Assign#page8.tif	

DATED 21.10 2004

(1) Paco Limited

(2) Play Limited

ASSIGNMENT OF TRADE MARKS

DAVENPORT LYONS 

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TRADEMARK

REEL: 003020 FRAME: 0401

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DEED dated the 21st day of October 2004

BETWEEN:

- (1) Paco Limited, a company registered in Jersey, Channel Islands under Company No. [], of Jersey, Channel Islands, United Kingdom (**'the Assignor'**); and
- (2) Play Limited, a company registered in Jersey, Channel Islands under Company No. 86716 of PO Box 179, 40 Esplanade, St Helier, Jersey JE4 9RJ (**'the Assignee'**).

WHEREAS:

- (A) The Assignor is the proprietor in the United States, the United Kingdom and Canada of the registered trade marks particulars of which are given in the Schedule to this Deed (**'the Trade Mark'**).
- (B) The Assignor is willing to assign to the Assignee the Trade Marks for the consideration and on the terms set out in this Deed.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 In this Deed:

1.1.1 words denoting the singular include the plural and vice versa, words denoting one gender include any other, and words denoting persons include firms, corporations or other legal entities; and

1.1.2 a reference to a clause, sub-clause or schedule is a reference to the specified clause or sub-clause of or schedule to this Deed.

1.2 The headings in this Deed are for convenience only and do not affect its interpretation.

2. ASSIGNMENT

2.1 In consideration of the sum of £1 (exclusive of Value Added Tax) paid on the execution of this Deed by the Assignee to the Assignor, (receipt of which is acknowledged by the Assignor) the Assignor assigns the Trade Marks to the Assignee absolutely, subject to the following provisions.

2.2 The assignment under clause 2.1 is made by the Assignor:

2.2.1 with full title guarantee;

2.2.2 free from all liens, licences, charges and encumbrances;

2.2.3 subject to and with the benefit of all licences granted in respect of the Trade Marks, details of which have been disclosed by the Assignor to the Assignee in writing prior to the execution of this Deed.

- 2.2.4 together with the goodwill of the business in respect of which the Trade Marks is registered; and
- 2.2.5 together with all common law rights of the Assignor in relation to the Trade Marks, the exclusive right (so far as the Assignor can grant it by virtue of any treaty, convention or otherwise) to apply for registration of any mark corresponding to the Trade Marks in any foreign jurisdiction, and all rights of the Assignor to sue for infringement of or passing off in relation to the Trade Marks which have accrued before the date of this Deed.
- 2.3 The Assignor shall at the request and expense of the Assignee do all acts and execute all documents necessary for vesting in the Assignee absolutely the full property, right, title and interest in and to the Trade Marks and all other rights referred to in clause 2.2.
- 2.4 Without limiting clause 2.3, the Assignor shall at the request of the Assignee execute all documents, forms and authorisations and depose to or swear any declaration or oath which may be required by the Registrar of Trade Marks (or the equivalent in any foreign jurisdiction), and give the Assignee all other assistance which the Assignee may require for registering or giving notice of this Deed to the Registrar of Trade Marks in the name of the Assignee, or otherwise with a view to obtaining the registration of the Trade Marks in the Registrar of Trade Marks (or the equivalent in any foreign jurisdiction).
- 2.5 The Assignor shall on the execution of this Deed deliver to the Assignee all certificates and other papers in the possession or control of the Assignor relating to the Trade Marks.
- 2.6 This Deed shall be governed by English law and the parties submit to the non exclusive jurisdiction of the English courts.

IN WITNESS of which this Deed has been executed and delivered on the date first written above.

THE SCHEDULE

THE TRADE MARK

Mark	Country	Class	Registration Number	Specification of goods/services
PLAY & Device	United States of America	9	2691785	Computer hardware and computer software for production of video, television and computer entertainment and

				information, not to include erotic adult entertainment.
PLAY	Canada		476915	Computer hardware and computer software for the production of video television and computer entertainment and information.
SNAPPY	Canada		469684	Computer hardware, software and manuals sold as a unit for use in video imaging, video processing and graphics applications.
TRINITY	Canada		499438	Computer hardware, software and manuals sold as a unit for use in video imaging, video processing and graphics applications.
SNAPPY	Germany	9	39623296	Computer hardware, computer software and manuals, for use in video presentation, video processing and in graphic applications as a unit being sold

TRINITY	Germany	9	39623295	Computer hardware, computer software and manuals, for use in video presentation, video processing and in graphic applications as a unit being sold
SNAPPY	Korea		373571	
PLAY INCORPORATED	United Kingdom	9	2120762	Apparatus and computer programs all for use in the processing and editing of video images and other graphical images; apparatus and computer programs for digital video switching, chroma keying, special effects, generating graphics and animations, audio mixing, character generation, still image storage, timeline editing and computer networking.
SNAPPY	United Kingdom	9	2058553	Apparatus for use in transferring video images and other electronic graphical images from camcorders, video cassette recorders or

				televisions to personal computers or laptop computers.
TRINITY	United Kingdom	9	2058552	Computer hardware and software sold as a unit for use in the video imaging, video processing and graphic applications.
TRINITY	United States of America	9	2198733	Computer hardware and software and manuals packaged as a unit for use in video imaging, video processing, and graphics applications used in the field of commercial and non-commercial video production

Executed as a deed by)
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Director
Paco Limited

Director/Secretary
Paco Limited

Executed as a deed by)
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Director
Play Limited

Director/Secretary
Play Limited