

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
GlobalStreams, Inc.		07/31/2001	CORPORATION:
RECEIVING PARTY DATA			
Name:	Paco Limited		
Street Address:	47 King Street		
City:	St. Helier, Jersey		
State/Country:	UNITED KINGDOM		
Postal Code:	JE2 4WE		
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/
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Date:	02/02/2005
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ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is effective as of 31 July 2001 ("Effective Date") by and between GlobalStreams, Inc. a California corporation ("Assignor") and Paco Limited, a limited company registered in Jersey, Channel Islands, UK ("Assignee").

1. Assignment. In consideration of the mutual covenants and promises contained herein, Assignor hereby assigns, transfers and conveys to Assignee, together with any and all associated goodwill, all of Assignor's right, title and interest, throughout the world, in, to and under:

1.1 absolutely with full title guarantee, free from all liens, charges and encumbrances, the "play.com" domain name and all existing registrations and registrations rights (including, but not limited to, the Network Solutions, Inc. registration) thereto (the "Domain Name"); and

1.2 the registered trademarks set out in Part 1 of the attached Schedule ('the Registered Trademarks'); and

1.3 the benefit of the applications for registration of the trademarks set out in Part 2 of the attached Schedule ('the Unregistered Trademarks') together with the benefit of any registration which may be granted pursuant thereto to the intent that upon registration the Assignee shall be entered as registered proprietor of the trademark; and

1.4 all common law rights of the Assignor in relation to the Registered Trademarks, the Unregistered Trademarks (together "the Trademarks") and all rights of the Assignor to sue for infringement, dilution, unfair competition or misappropriation of the Trademarks, or passing off in relation to the Trademarks and except as otherwise provided herein, shall cease all use of the Trademarks as of the Effective Date.

2. Waiver. Except as otherwise provided herein, Assignor further waives all claims it has to the Trademarks and the Domain Name (together "the Marks").

3. Compensation. Upon the execution of this Agreement, Assignee shall pay into the client trust account of Assignor's legal counsel (Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP of Menlo Park, California) one hundred twenty five thousand dollars (\$125,000.00) (the "Funds"), made payable in U.S. dollars (\$) in immediately available funds by wire transfer as consideration for the Section 1 assignment. Said Funds shall be held in escrow by Assignor's said legal counsel until the following has occurred:

3.1 the execution and filing of an effective Registrant Name Change Agreement, as may be required by Network Solutions, Inc. or such other applicable registration authority, for the assignment outlined in Section 1 above; and

3.2 the entry of the Assignee as Registrant of the Domain Name.

Approved by
GlobalStreams, Inc. Legal

[Handwritten Signature]

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4. Further Assurances. Assignor shall:

4.1 reasonably assist Assignee, at Assignee's sole expense, to apply for and effect re-registration of the Domain Name according to Network Solutions Inc's or any other registration entity's, current policy; and

4.2 reasonably assist Assignee, at Assignee's sole expense, with the execution and filing of all documents which may be required by the United States Patent and Trademark Office, Registrars of Trademarks or other registration authority to transfer Assignor's property, right, title and interest in and to the Trademarks to Assignee; and

4.3 deliver to the Assignee all certificates and other papers in the possession or control of the Assignor relating to ownership and title to the Trademarks.

5. Representations and Warranties. Assignor represents and warrants to the Assignee that (i) Assignor is the sole owner of all rights, title and interest in the Marks; (ii) Assignor has the right to make the Section 1 assignment; (iii) Assignor has not previously transferred or licensed or waived or given any consent or right with respect to anything purportedly assigned hereunder; (iv) all application, renewal and other statutory fees and all professional advisers fees have been duly paid and all steps have been taken for maintenance of the Domain Name; and (v) to the best of Assignor's knowledge, the Domain Name is not the subject of any claim from any third party which would entitle any authority or person to cancel, forfeit or modify the Domain Name and/or will not infringe the intellectual property rights of any third party

6. License. Upon execution of this Agreement and transfer of all property, right, title and interest in and to the Trademarks from Assignor to Assignee, Assignee shall and hereby does grant Assignor a nonexclusive, worldwide, royalty-free, limited right and license to use the Trademarks for the sole purpose of advertising, marketing, selling or otherwise distributing any remaining inventory of video broadcast products, including without limitation all parts or components thereof, acquired by Assignor from Play Industries on January 31, 2001 ("Remaining Inventory"). This license shall be irrevocable so long as Assignor has any Remaining Inventory. Assignee shall have the right to immediately suspend Assignor's use of the Trademarks if such usage is improper or inconsistent with the terms of this Agreement and the current activities of the Assignee.

7. Miscellaneous. This Agreement shall be construed pursuant to the laws of the State of California without regard to conflicts of laws provisions thereof and the parties submit to the jurisdiction of the California State Courts or United States Federal Courts located in Alameda County, California. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect

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and enforceable. This is the full agreement of the parties with respect to the subject matter hereof and can be modified or waived only by a mutually signed writing. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts together shall constitute one and the same instrument. Each party warrants and represents that it is fully entitled and duly authorised to enter into this Agreement.

THE SCHEDULE

PART 1

THE REGISTERED TRADE MARKS

Mark	Number	Proprietor	Country	Registration Date / Status	Classes
Play	2,049,415	Play Technologies	USA	1 April 1997 Registered	IC 009
Play Incorporated & logo (Series of 2)	2,120,762	Assigned to Assignor on 31 January 2001	United Kingdom	17 October 1997 Registered	09
Play	TMA476,915	Assigned to Assignor on 31 January 2001	Canada	28 May 1997 Registered	09 goods

PART 2

THE UNREGISTERED TRADE MARKS

Mark	Number	Proprietor	Country	Filing date/ Status	Classes
Play	76/006,760	Assigned to Assignor on 31 January 2001	USA	22 March 2000/ Pending	IC 041
Play w/ arrow logo	75/535,014	Assigned to Assignor on 31 January 2001	USA	12 August 1998/ Pending	IC 009
Play w/atomic logo	75/535,013	Assigned to Assignor on 31 January 2001	USA	12 August 1998/ Pending	IC 009

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IN WITNESS WHEREOF, the parties execute this Agreement by their authorized representatives as follows:

GlobalStreams, Inc.

Paco Limited

[Signature]

[Signature]

Name: Michael T. Carlson, Esq.

Name: Simon Bisset

Title: Secretary

Title: DIRECTOR

Dated: AUGUST 20, 2001

Dated: AUGUST 20, 2001

Michael T. Carlson, Esq.
GlobalStreams, Inc.
5900 Hollis Street, Suite R1
Emeryville, CA 94608
(510) 596-0669

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Sdiby/dues/Paco/Hey/Domain Name Assignment Agreement Final 17 August 2001 (clean)