

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
Solid State Logic Limited		06/15/2005	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Red Lion 49 Limited		
Street Address:	c/o Sheridans		
Internal Address:	Whittington House, Alfred Place		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	WC1E 7EA		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1457815	INSTANT RESET	
Registration Number:	1452979	TOTAL RECALL	
Registration Number:	1901561	SCENARIA	
Registration Number:	1829263	SSL	
CORRESPONDENCE DATA			
Fax Number:	(203)327-6401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-327-4500		
Email:	trademark@ogrp.com		
Correspondent Name:	Ohlandt, Greeley, Ruggiero & Perle, LLP		
Address Line 1:	One Landmark Square		
Address Line 2:	10th Floor		
Address Line 4:	Stamford, CONNECTICUT 06901		

CH \$115.00 1457815

DOMESTIC REPRESENTATIVE

900029636

**TRADEMARK
 REEL: 003135 FRAME: 0509**

Name: Ohlandt, Greeley, Ruggiero & Perle, LLP
Address Line 1: One Landmark Square
Address Line 2: 10th Floor
Address Line 4: Stamford, CONNECTICUT 06901

NAME OF SUBMITTER:	Attorney for Registrant
Signature:	/OGRP-CNR-TJM-JMM/
Date:	08/05/2005

Total Attachments: 9

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**PIPER RUDNICK
GRAY CARY**

DATED

15 June

2005

**(1) SOLID STATE LOGIC LIMITED
(IN ADMINISTRATIVE RECEIVERSHIP)**

- and -

(2) RED LION 49 LIMITED

**ASSIGNMENT OF TRADE MARKS
AND PATENTS**

THIS DEED is made on

15 JUNE 2005

BETWEEN

- (1) **SOLID STATE LOGIC LIMITED** (in Administrative Receivership) (company number 969678) whose registered office is at Begbroke, Oxford UX5 1RU ("**Company**"); and
- (2) **RED LION 49 LIMITED** (company number 969678) whose registered office is c/o Sheridans, Whittington House, Alfred Place, London WC1E 7EA ("**Purchaser**").

BACKGROUND

- A. The Company is the owner of the registered trade marks set out in part I of the attached schedule ("**Trade Marks**") and the patents set out in part II of the attached schedule ("**Patents**").
- B. On 15 June 2005 Martin Gilbert Ellis and Daniel Robert Whiteley Smith of Messrs Grant Thornton UK LLP of Grant Thornton House, Melton Street, Euston Square, London NW1 2EP ("**Receivers**") were appointed to be joint administrative receivers of the Company by The Governor and Company of the Bank of Scotland pursuant to powers contained in a debenture dated 21 December 1999.
- C. The Company has agreed by an agreement dated 15 June 2005 ("**Sale Agreement**") to assign the Trade Marks and the Patents to the Purchaser on the terms and conditions set out below.

THIS DEED WITNESSES as follows:

1. ASSIGNMENT

In consideration of the sum of £1.00 (receipt of which is hereby acknowledged) the Company assigns and transfers to the Purchaser all such right, title and interest as it may have in and to:

- 1.1 the Trade Marks, including all statutory and common law rights attaching to the Trade Marks and the goodwill attaching to the Trade Marks; and
- 1.2 the Patents.

2. PAST INFRINGEMENTS

The Company confirms that the Purchaser shall be entitled to sue for past infringements of the rights assigned in clause 1 above and to retain any damages obtained as a result of such action.

3. FURTHER ASSURANCE

The Company undertakes at the request and expense of the Purchaser to do all acts and execute all documents that may be necessary to confirm the title of the Purchaser to the intellectual property rights assigned in clause 1 above whether in connection with any registration of such title or to protect the Purchaser's rights in the assigned intellectual property rights or otherwise.

4. EXCLUSION OF COVENANTS

No covenant for title or title guarantee of any sort shall be implied into this deed and the exclusions and limitations set out in the Sale Agreement shall apply to this deed as if set out in full in this deed.

5. EXCLUSION OF RECEIVERS' PERSONAL LIABILITY

The Receivers have executed this deed as agents for the Company and neither they nor their firm or representatives shall incur any personal liability in respect of it or any document made to implement its terms or any collateral agreement which may exist or be implied in any way in respect of the assigned assets or rights.

6. THIRD PARTIES

A person who is not party to this deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

7. GOVERNING LAW

This deed shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the English courts.

IN WITNESS of which this deed has been executed as follows:

SCHEDULE


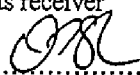
SOLID STATE LOGIC PATENTS AND TRADEMARKS

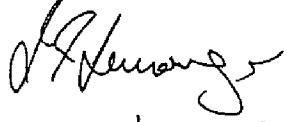
Client	TY	FAMI	CC	DIV	CLASS	TITLE	STATUS	APP No	Patent No	APP DATE	Renewal Date
2103	P	01	GB	1	NA	VCA Moving Fader	In Force	92 20 218.3	2 258 374	30 January 1992	30 January 2006
2103	P	01	US	1	NA	VCA Moving Fader	In Force	07/930,661	5 268 964	30 January 1992	7 June 2005
2103	P	04	GB	1	NA	SCENE CHANGE DETECTOR	In Force	93 23 434.2	2 272 598	26 March 1993	26 March 2005
2103	P	05	GB	1	NA	OMNIMIX MOVING AUDIO	In Force	94 07 559.5	2 277 239	15 April 1994	15 April 2005
2103	P	05	US	1	NA	OMNIMIX MOVING AUDIO	In Force	08/228,353	5,636,283	15 April 1994	3 December 2008
2103	P	06	GB	1	NA	OMNIMIX GAIN GRAPHIC	In Force	94 22 208.0	2 294 854	03 November 1994	3 November 2005
2103	P	07	GB	1	NA	TWO PART GAIN LAW	In Force	94 22 482.1	2 295 072	08 November 1994	8 November 2005
2103	T	04	GB	1	09	"SCENARIA"	In Force	1 495 470	1 495 470	25 March 1992	25 March 2009
2103	T		US		09	"SCENARIA"	In Force		1901561	25 March 1994	27 June 2005
2103	T	06	FR	1	09	"SOLID STATE LOGIC"	In Force	1 589 796	1 589 796	10 July 1989	10 July 2009
2103	T	06	GB	1	09	"SOLID STATE LOGIC"	In Force	1 539 398	1 539 398	22 June 1993	22 June 2010
2103	T	07	FR	1	09	"SSL"	In Force	319217	1 721 567	15 November 1991	15 November 2011
2103	T	07	GB	1	09	"SSL"	In Force	1 539 276	1 539 276	22 June 1993	22 June 2010
	T		US	1	09	"SSL"	In Force		1 829 263	24 March 1993	15 March 2014
2103	T	09	FR	1	09	"SSL DIGITAL"	In Force	1 550 991	1 550 991	15 September 1989	15 September 2009
2103	T	10	FR	1	09	"SCREENSOUND"	In Force	1 537 239	1 537 239	20 June 1989	20 June 2009
2103	T		US	1	09	"TOTAL RECALL"	In Force	1452979	1452979	7 April 1986	18 August 2007
2103	T		US	1	09	"INSTANT RESET"	In Force	1457815	1457815	7 April 1986	15 September 2007
2103	T		JP		9	"SOLID STATE LOGIC"	In Force		3109231	9 December 1992	26 December 2005
2103	T		JP		9	"SCENARIA"	In Force		3109232	9 December 1992	26 December 2005

OTHER PATENTS AND TRADEMARKS

Client	TY	FAMI	CC	DIV	CLASS	TITLE	STATUS	APP No	Patent No	APP DATE	Renewal Date
2103	P	01	DE		NA	ADJUSTING THE LEVEL OF AN AUDIO SIGNAL	Lapsed		DE4290298		Lapsed on 1 August 2003 for failure to pay annuities
2103	P	01	JP		NA	ADJUSTING THE LEVEL OF AN AUDIO SIGNAL	Withdrawn		JP55059271		Withdrawn
2103	P	01	WO		NA	ADJUSTING THE LEVEL OF AN AUDIO SIGNAL	Fragmented		WO9214313		
2103	P	04	JP		NA	DETECTING SCENE CHANGES	Withdrawn		JP65084911		
2103	P	04	US		NA	DETECTING SCENE CHANGES	Lapsed		US5471239		Lapsed on 28.11.03 as 8 th year fee was not paid
2103	P	04	WO		NA	DETECTING SCENE CHANGES	Fragmented		WO9319467		
2103	P	04	WO		NA	DIGITAL ANALOGUE SIGNAL CONVERSION	Did not fragment		WO8706079		
2103	P	06	US		NA	OMNIMIX GAIN GRAPHIC	In Force	08/228,353	5,715,318	02 November 1995	Proprietor -- Christopher James Pickard and Phillip Nicholas Hill
2103	P	07	US		NA	TWO PART GAIN LAW	In Force	08/556,873	5,682,433	02 November 1995	Proprietor - Christopher James Pickard and Phillip Nicholas Hill
2103	T	04	US		09	"SCENARIA" (Convention)	Cancelled	74/315 511	74/315 511	21 September 1992	Cancelled on 23.05.04

EXECUTED as a DEED (but not delivered until the date)
hereof) BY SOLID STATE LOGIC LIMITED acting by one)
of the Receivers in the presence of :)
)
)



.....
Solid State Logic Limited
by its receiver

.....
Receiver

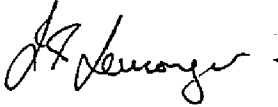
Witness:
(Signature) 
Name:
(in bold) JAMES REMONOR .

Address: NOBLE STREET, LONDON
EC2V 7EE

Occupation: SAULTOR .

SIGNED as a DEED (but not delivered until the date hereof)
BY one of the Receivers (without personal responsibility) for)
and on behalf of both of them in the presence of :)
)
)


.....
Receiver

Witness:
(Signature) 

Name:
(in bold) JAMES REMONOR

Address: NOBLE STREET, LONDON
EC2V 7EE

Occupation:

EXECUTED as a DEED (but not delivered until the date)
hereof) by RED LION 49 LIMITED by these signatures:)

.....
Director

.....
Director/Secretary

EXECUTED as a DEED (but not delivered until the date hereof) BY **SOLID STATE LOGIC LIMITED** acting by one of the Receivers in the presence of :

)
)
)
)
)
)

.....
Solid State Logic Limited
by its receiver

.....
Receiver

Witness:
(Signature)

Name:
(in bold)

Address:

Occupation:

SIGNED as a DEED (but not delivered until the date hereof) BY one of the Receivers (without personal responsibility) for and on behalf of both of them in the presence of :

)
)
)
)
)

.....
Receiver

Witness:
(Signature)

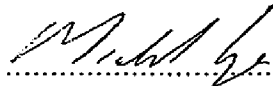
Name:
(in bold)

Address:

Occupation:

EXECUTED as a DEED (but not delivered until the date hereof) by **RED LION 49 LIMITED** by these signatures:

)
)



.....
Director

.....
Director/Secretary

EXECUTED as a **DEED** (but not delivered until the date)
hereof **BY SOLID STATE LOGIC LIMITED** acting by one)
of the Receivers in the presence of :)
)
)

.....
Solid State Logic Limited
by its receiver

.....
Receiver

Witness:
(Signature)

Name:
(in bold)

Address:

Occupation:

SIGNED as a **DEED** (but not delivered until the date hereof))
BY one of the Receivers (without personal responsibility) for)
and on behalf of both of them in the presence of :)
)

.....
Receiver

Witness:
(Signature)

Name:
(in bold)

Address:

Occupation:

EXECUTED as a **DEED** (but not delivered until the date)
hereof by **RED LION 49 LIMITED** by these signatures:)
)

.....
Director


.....
Director/Secretary