

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
KENNETH LINDSAY WHITEHEAD		02/05/2007	INDIVIDUAL: AUSTRALIA
WHITEHEAD SUSAN JANE		02/05/2007	INDIVIDUAL: AUSTRALIA

RECEIVING PARTY DATA

Name:	Peter Jones TV Limited
Street Address:	Network House, Globe Park, Third Avenue,
City:	Marlow, Buckinghamshire
State/Country:	UNITED KINGDOM
Postal Code:	SL7 1LY
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2638366	TYCOON

CORRESPONDENCE DATA

Fax Number: (202)331-4308
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (202)663-7927
 Email: tm@sughrue.com
 Correspondent Name: Cynthia C. Weber c/o Sughrue Mion PLLC
 Address Line 1: 2100 Pennsylvania Ave., N.W.
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20037-3213

ATTORNEY DOCKET NUMBER:	400091/2638366
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DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:

CH \$40.00 2638366

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Cynthia C. Weber

Signature:

/Cynthia C. Weber/

Date:

04/04/2007

Total Attachments: 7

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**ASSIGNMENT OF UNITED KINGDOM, UNITED STATES OF AMERICA, AUSTRALIA
AND NEW ZEALAND REGISTERED TRADE MARKS WITH BUSINESS GOODWILL**

DATE: *5TH FEBRUARY 2007*

PARTIES:

- (1) SUSAN JANE WHITEHEAD AND KENNETH LINDSAY WHITEHEAD, Australian citizens ("the Whiteheads") of 153 Pebble Beach Drive, Runaway Bay, QLD 4216, Australia (formerly of 31 Blaxland Road, Cardiff, NSW 2285, Australia) and TYCOON ONLINE INVESTMENTS ("TOI") of the same address (the Whiteheads and TOI shall collectively be referred to as "the Assignor"); and
- (2) PETER JONES TV LIMITED, a company incorporated under the laws of England, with registered number 04946990, whose registered office is at Network House, Globe Park, Third Avenue, Marlow, Buckinghamshire, SL7 1LY, United Kingdom ("the Assignee").

RECITALS:

- (A) The Whiteheads are the registered proprietors of the registered trade marks short particulars of which are set out in part 1 of the Schedule to this Assignment ("the Trade Marks") and are also the proprietors of the domain name www.tycoon.com. Kenneth Lindsay Whitehead is the proprietor of the domain name www.tycoon.cc and Tycoon Online Investments (TOI) is the proprietor of the domain name www.tycoon.com.au. Details of these domain names are set out in part 2 of the Schedule ("the Domain Names").
- (B) The Assignor has agreed to assign the Trade Marks and to transfer its respective interests in the Domain Names to the Assignee.

TERMS AGREED:

1. In consideration of the sum of £200,000 ("the Consideration") paid by the Assignee to the Assignor, the receipt of which the Assignor acknowledges, the Assignor hereby assigns to the Assignee with full title guarantee the Trade Marks and its respective interests in the Domain Names, all common law, copyright, design rights and goodwill associated with the Trade Marks and the Domain Names, all the goodwill of the Assignor's business in the goods and/or services in respect of which the Trade Marks are registered, ("the Assigned Rights"), and the right to sue for and obtain full and effective relief in respect of every act of infringement of the Assigned Rights occurring prior to the date of this Assignment.
2. The Consideration has been paid by the Assignee into the client account of GRIFFITH HACK Patent and Trade Mark Attorneys ("Griffith Hack"), Level 29 Northpoint, 100 Miller Street, North Sydney, NSW 2060, Australia. The Assignor agrees that such Consideration is held on trust for the Assignee until both the Assignor and Assignee have fully executed this Assignment. After execution by both parties has taken place the Consideration will be released by Griffith Hack to the Assignor upon request. Up until execution of this Assignment by both parties the Assignor agrees that the Consideration shall be repayable on demand to the Assignee.
3. Within 14 days of execution by both parties of this Assignment the Assignor will deliver to the Assignee all certificates of registration and proof of ownership of the Domain Names. The Assignor will procure that Griffith Hack will provide copies of all files relating to the cancellation action in the USA within 14 days of execution of this Assignment by both parties.

- 4 **The Assignor warrants and represents that:**
- 4.1 it has the full power and authority to enter into this Assignment;
- 4.2 it is the sole owner of all rights, title and interest in or to the Assigned Rights;
- 4.3 this Assignment is the first and only transaction, instrument or act of any kind entered into or effected by the Assignor in disposition of the Assigned Rights;
- 4.4 all renewal fees with respect to the Trade Marks have been paid when due (other than those which fall due after the execution of this Assignment, which are the responsibility of the Assignee);
- 4.5 notwithstanding any implied covenant of title, the Assignor shall do and execute for each applicable jurisdiction all such further acts, documents, forms or authorisations as may reasonably be required for absolutely vesting the full right, title and interest in and to the Assigned Rights in the Assignee. Without limitation to the foregoing the Assignor shall immediately on execution of this Assignment effect the transfer of the Domain Names by instructing the applicable registrar to transfer the Domain Names to the Assignee. The Assignee will do whatever it is required to do by the applicable registrar to effect the transfer;
- 4.6 except for the cancellation action taken in the USA (accurate particulars of which are attached in Appendix 1), no challenge, claim or proceedings (including, without limitation, for opposition, cancellation, revocation or rectification) relating to the validity or the subsistence of the Assigned Rights, nor its right, title and interest in them has been made in the six years preceding the date of this Assignment, and, as at the date of execution of this Assignment, there is no such challenge, claim or proceedings which is current, pending or threatened;
- 4.7 it has not entered into any agreement, arrangement or understanding (whether legally enforceable or not) for the licensing or otherwise permitting the use or exploitation of the Assigned Rights or which prevents, restricts or otherwise inhibits the Assignor's freedom to use and exploit the Assigned Rights;
- 4.8 as at the date of execution of this Assignment by both parties, the Whiteheads are not aware of, and have not been notified by any third party of, threatened or actual infringement of the Trade Marks; and
- 4.9 the Assignor is not aware that the use or other exploitation of the Assigned Rights requires any licence or consent from, or the making of any royalty or similar payment to, a third party and is not aware that such use or exploitation would infringe the rights of a third party.
- 5 The Assignor shall, subject only to Clause 5.3, indemnify the Assignee and keep the Assignee indemnified from and against any loss, damage, liability or expense which arises out of or results from:
- 5.1 the failure of the Assignor to transfer full title guarantee in the Assigned Rights to the Assignee; and
- 5.2 a breach of any of the warranties and representations made by the Assignor in Clause 4 of this Assignment.
- 5.3 The following limitations are without prejudice to the Assignee's other rights and remedies. The Assignor's maximum liability pursuant to Clause 5 shall be £200,000 in aggregate. The indemnity shall not apply to any claims of less than £25,000. No claim will be made under the

indemnity later than three (3) years from the date of execution of this Assignment. Where any claim is made under the indemnity due to a third party claim being made against the Assignee, the Assignor will be entitled to conduct such proceedings and the Assignee shall provide reasonable cooperation in relation thereto.

6. The Assignee agrees that the Assignor shall incur no liability of any nature as a result of any non-use by the Assignee of the Trade Marks.
7. All sums payable to the Assignor under this Assignment are exclusive of VAT which shall if applicable be paid by the Assignee in addition at the rate in force at the due time for payment. Any stamp duty payable in connection with this Assignment and the cost of recording the Assignment shall be payable by the Assignee. Each party agrees to bear its own costs in connection with the negotiation and completion of this Assignment.
8. This Assignment contains all the terms agreed between the parties regarding its subject matter whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Assignment except as expressly stated in this Assignment.
9. In this Assignment, where the context so admits or requires, words denoting the singular include the plural and vice versa and words denoting any gender include all genders.
10. The construction, validity and performance of this Assignment shall be governed by the laws of England and the parties submit to the non-exclusive jurisdiction of the English courts.

11 Schedule (Part 1)

- 11.1 Australian Trade Mark Registration No. 827783 TYCOON in Classes in Classes 9, 16, 36 and 41
- 11.2 New Zealand Trade Mark Registration No. 622483 TYCOON in Class 9;
- 11.3 New Zealand Trade Mark Registration No. 622484 TYCOON in Class 16;
- 11.4 New Zealand Trade Mark Registration No. 622485 TYCOON in Class 36;
- 11.5 New Zealand Trade Mark Registration No. 622486 TYCOON in Class 41;
- 11.6 United Kingdom Registration No. 2244795 TYCOON in Classes 9, 16, 36 and 41; and
- 11.7 United States of America Registration No. 2638366 TYCOON in Classes 9, 16, 36 and 41.

Schedule (Part 2) [Tycoon domain names]

www.tycoon.com

www.tycoon.cc

www.tycoon.com.au

IN WITNESS of which this Assignment has been executed as a deed and has been delivered on the date first above written.

Signed as a Deed by SUSAN JANE)
WHITEHEAD)

Signatory *[Signature]*

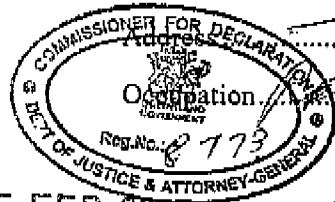
in the presence of)

[Signature]

05 FEB 2007

Witness *[Signature]*

Name..... NORMAN LEX THORPE



05 FEB 2007

Signed as a Deed by KENNETH LINDSAY)
WHITEHEAD on behalf of himself and)
TYCOON ONLINE INVESTMENTS)

Signatory *[Signature]*

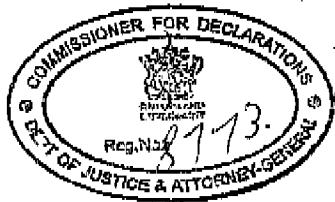
in the presence of)

[Signature]

05 FEB 2007

Witness *[Signature]*

Name..... NORMAN LEX THORPE



Address

Occupation..... RETIREE

Executed as a Deed by PETER JONES TV)
LIMITED)

acting by PETER JONES)
(name of director))

Director *[Signature]*

and STEPHEN VINCENT)
(name of director\secretary))

Director\Secretary *[Signature]*

Appendix [Particulars of USA cancellation action]

- Tycoon Productions, Inc., ("the Petitioner") a Pennsylvania corporation with a principal place of business at 232 North 22nd Street, Philadelphia, PA 19103 has filed a Petition to cancel US Registration No. 2638366 TYCOON in the name of the Whiteheads;
- There were settlement discussions between the Whiteheads and the Petitioner although settlement was never finalised because of the Petitioner's failure to respond;
- The Assignor's attorney in the USA has provided a copy of an Order dated January 22, 2007 issued by the United States Patent and Trademark Office TradeMark Trial and Appeal Board in which the Petitioner has been allowed 30 days from the mailing date to show cause why default judgment should not be entered against the Petitioner "based on Petitioner's apparent loss of interest in this case".