

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
GAMES PLAY UK LIMITED		09/24/2007	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	RDF MEDIA LIMITED		
Street Address:	Avonmore Road		
Internal Address:	The Gloucester Building, Kensington Village		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W14 8RF		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3160818	WIFE SWAP	
Serial Number:	78623484	WIFE SWAP	
CORRESPONDENCE DATA			
Fax Number:	(215)851-1420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-851-8100		
Email:	mhank@reedsmith.com		
Correspondent Name:	Maryellen Feehery Hank		
Address Line 1:	P.O. Box 7990		
Address Line 2:	Intellectual Property		
Address Line 4:	Philadelphia, PENNSYLVANIA 19101-7990		
ATTORNEY DOCKET NUMBER:	763170.00003		
DOMESTIC REPRESENTATIVE			

OP \$65.00 3160818

Name: Maryellen Feehery Hank, Reed Smith LLP
Address Line 1: 1650 Market Street
Address Line 2: 2500 One Liberty Place
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Maryellen Feehery Hank
Signature:	/Maryellen Feehery Hank/
Date:	10/02/2007

Total Attachments: 4
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TRADE MARK ASSIGNMENT

THIS ASSIGNMENT is made this 24th day of September 2007

BETWEEN

GAMES PLAY UK LIMITED of The Toy Building, 64 Orchard Street, Weston Super Mare, North Somerset, BS23 1RL, a company organised and existing under the laws of England

(herein after "the Assignor")

AND

RDF MEDIA LIMITED of The Gloucester Building, Kensington Village, Avonmore Road, London W14 8RF, a company organised and existing under the laws of England

(herein after the "Assignee")

RECITALS :

- (A) The Assignor is the proprietor of the trade mark WIFE SWAP ("the Trade Mark") which is the subject of the registrations and applications for registrations (together "the Registrations") details of which are set out in the Schedule hereto and form part of this assignment
- (B) The Assignor has agreed to assign all its right, title, interest and property in the Trade Mark and the Registrations, together with all ancillary rights relating thereto to the Assignee upon the following terms

CONDITION PRECEDENT :

The provisions of this Assignment shall be conditional upon the Assignor sending to Reed Smith Richards Butler LLP at Beaufort House, 15 St Botolph Street, London EC3A 7EE (marked for the attention of Louise Berg) two signed counterparts of this Assignment and a signed form TM16 by close of business on **26 September 2007**.

OPERATIVE PROVISIONS :

1. In consideration of the sum of £1,750 to be paid by the Assignee to the Assignor within 14 days of the date of this Assignment the Assignor hereby assigns with full title guarantee unto the Assignee all rights, title, interest and property in the Trade Mark and the Registrations (including the goodwill appurtenant thereto), the full and exclusive benefit thereof, all common law rights connected with the Trade Mark and any copyright rights which may subsist in the Trade Mark and all rights, privileges and advantages appertaining thereto, together with the right to recover and to bring proceedings to recover damages and/or to obtain other remedies in respect of infringement of the Registrations and/or any rights in or relating to the Trade Mark whether committed before or after the date of this assignment, to the intent that the Trade Mark and the Registrations shall be in the name of and shall vest in the Assignee together with the goodwill of the Assignor in the goods, services and business connected with the Trade Mark TO HOLD the same unto the Assignee absolutely.

2. The sum referred to in clause 1 above shall be paid by the Assignee to the following account:

Account name: Games Play UK Limited
Bank/Branch: Natwest, Weston Super Mare, BS23 1JW
Account Number: 81054955
Sort Code: 60-23-32
I Band Number: GB 45 NWBK 60233 2810 54955

3. At the request and cost of the Assignee, the Assignor will execute and sign all such instruments, applications, deeds, documents and do all such acts and things as may be reasonably required by the Assignee to enable the Assignee or its nominee to: (a) enjoy the full and exclusive benefit of the Trade Mark and the Registrations and of the property rights hereby assigned, (b) fully and effectively vest the same in the Assignee and (c) formally register the Assignee's title in the same at the relevant Patent Office.

4. The Assignor hereby covenants and undertakes that the Assignor has not done or omitted to do and will not do or omit to do any act, matter or thing whereby the Trade Mark or the Registrations (or any of them) may be invalidated.
5. The Assignor hereby warrants that, save for the Registrations, neither it nor any of its directors, officers or affiliated companies own any trade mark registrations or applications for trade mark registrations in any territory in the world which feature the Trade Mark or its phonetic equivalent. Further it hereby covenants and undertakes that it shall not (whether by its officers, employees, servants, agents or otherwise howsoever) seek to register in any territory in the world any trade mark which features the Trade Mark or its phonetic equivalent.
6. The Assignor hereby undertakes that it will, whether by its officers, employees, servants, agents or otherwise howsoever, directly or indirectly:
 - a) refrain from making, selling, distributing, advertising for sale or licensing anything containing or using any reference to the Trade Mark or its phonetic equivalent, the Assignee's programmes, the Assignee's marks or any other intellectual property rights of the Assignee, or purporting to allow others to do so;
 - b) refrain from representing itself as being authorised by or connected with the Assignee in any manner whatsoever;
 - c) refrain from holding itself out as being the owner of the Trade Mark or the Registrations; and
 - c) refrain from infringing the Assignee's intellectual property rights.
7. The Assignor shall keep the terms of this Assignment (including but not limited to the sum agreed to be paid under clause 1) confidential save that it may disclose the terms of this Assignment to its legal advisors, its auditors, its bankers and/or its insurers and/or as required by law and/or regulations and/or by order of a court or regulator of competent jurisdiction. In the event that the Assignor makes such a disclosure it shall do so in confidence if it is possible to do so.
8. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns as well as any subsidiary companies of the parties hereto.
9. The parties will co-operate and consult with one another in good faith, if necessary in the future to carry out the intent of this Assignment.

- 10. This Assignment shall be governed by and construed in accordance with the laws of England & Wales and the parties for this purpose hereby submit to the exclusive jurisdiction of the Courts of England & Wales.
- 11. This Assignment may be entered into in any number of counterparts, each being an original and when taken together constituting one and the same agreement.

IN WITNESS whereof the parties have executed this document on the first date above written.

THE SCHEDULE

<u>TRADE MARK</u>	<u>NUMBER</u>	<u>CLASS</u>	<u>COUNTRY</u>
WIFE SWAP	Reg. no 2425222	UK25, UK28, UK41	UK
WIFE SWAP	Serial no, 78638706 Reg. no. 3160818	IC 025, US 022 and US 039	USA
WIFE SWAP	Serial no. 78623484	IC 041, US 100, US101 and US 107	USA

SIGNED, for and on behalf of
GAMES PLAY UK LIMITED

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..... (Signatory)

Name: *Henri Wilkins* Title: *(Managing Director)*

SIGNED, for and on behalf of
RDF MEDIA LIMITED

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..... (Signatory)

Name: *Mark Rogers* Title: *DIRECTOR OF BUSINESS AFFAIRS*