

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/08/2003

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Flipside, Inc.		06/08/2003	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	The Vendare Group, Inc.
Also Known As:	AKA Connexus
Street Address:	2101 Rosecrans Ave
Internal Address:	#2000
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2493447	IMGAMES

**CORRESPONDENCE DATA**

Fax Number: (718)243-9326  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 7182439325  
 Email: brett@lewishand.com  
 Correspondent Name: Brett E. Lewis, Lewis & Hand, LLP  
 Address Line 1: 45 Main Street  
 Address Line 2: Suite 818  
 Address Line 4: Brooklyn, NEW YORK 11201

ATTORNEY DOCKET NUMBER:	CONNEXUS - IMGAMES
NAME OF SUBMITTER:	Brett E. Lewis

**TRADEMARK**

OP \$40.00 2493447

Signature:	/BEL/
Date:	03/19/2008
<b>Total Attachments: 14</b> source=StockPurchase#page1.tif source=StockPurchase#page2.tif source=StockPurchase#page3.tif source=StockPurchase#page4.tif source=StockPurchase#page5.tif source=StockPurchase#page6.tif source=StockPurchase#page7.tif source=StockPurchase#page8.tif source=StockPurchase#page9.tif source=StockPurchase#page10.tif source=StockPurchase#page11.tif source=StockPurchase#page12.tif source=StockPurchase#page13.tif source=StockPurchase#page14.tif	

LATHAM & WATKINS<sup>LLP</sup>

**STOCK PURCHASE AGREEMENT**

by and among

WON HOLDING, INC.,  
a Delaware corporation,  
"SELLER"

FLIPSIDE, INC.,  
a Delaware corporation,  
"COMPANY"

THE VENDARE GROUP, INC.,  
a Delaware corporation,  
"BUYER"

and

solely with respect to Sections 9 and 10 hereof,  
VIVENDI COMMUNICATIONS NORTH AMERICA, INC.,  
a Delaware corporation  
"INDEMNITOR"

Dated as of

June 8, 2003

**SCHEDULES AND EXHIBITS**

**Schedules**

Schedule 1.1:	Definitions	
Schedule 2.2:	Deferred Revenue Amount, Prepaid Expense Amount and PTO Amount	
Schedule 2.4(f):	Asset Delivery Instructions	
<b>Disclosure Schedule</b>		
Section 3.2:	Organization of the Company	Section 3.14: Employee and Employee Benefits Matters
Section 3.4:	Capitalization	Section 3.15: Severance Arrangements
Section 3.5:	Company Assets	Section 3.16: Proprietary Rights
Section 3.6:	Subsidiaries	Section 3.17: Leases; Premises
Section 3.7:	Financial Information	Section 3.18: Insurance
Section 3.9:	Litigation	Section 3.19: Identification of Depositories and Authorities
Section 3.10:	Contracts	Section 3.23: Affiliate Transactions
Section 3.11:	Taxes	
Section 3.12:	No Violation	
Section 3.13:	Consents and Approvals	
Schedule 5.2	Capitalization	
Schedule 5.3	Conduct of Business	

**Exhibits**

Exhibit A:	Buyer Closing Certificate
Exhibit B:	Seller Closing Certificate
Exhibit C:	Company Closing Certificate

noncompliance which would not, individually or in the aggregate, have a Material Adverse Effect on the Company.

**3.13. Consents and Approvals.** Except as set forth on Section 3.13 of the Disclosure Schedule, no consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority, or any other person or entity, is required to be made or obtained by Seller or the Company in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

**3.14. Employee and Employee Benefit Matters.** Section 3.14 of the Disclosure Schedule lists all of the persons who will be employees of the Company at the Closing (each of such employees who agree to continue to be employed by the Company after the Closing Date shall be referred to as the "Employees"). Other than the Benefit Plans described on Section 3.14 of the Disclosure Schedule, there are no Benefit Plans in which employees of the Company prior to the Closing Date participate and under which the Company is subject to liability. Except as described on Section 3.14 of the Disclosure Schedule, there are no employment contracts between Company and any employee of Company. Section 3.14 of the Disclosure Schedule reflects the current salary and any other compensation payable to each Employee (including compensation payable pursuant to bonus, deferred compensation or commission arrangements) and each Employee's date of hire and position. Other than those Employees listed on Section 3.14 of the Disclosure Schedule as having employment Agreements, all of the Employees are "at will" employees.

**3.15. Severance Arrangements.** Except as set forth on Section 3.15 of the Disclosure Schedule, the Company has not entered into any severance or similar arrangement in respect of any present or former personnel that will result in any obligation (absolute or contingent) of Buyer or the Company to make any payment to any present or former personnel following termination of employment. The Company has received an executed release from each employee who has been terminated by the Company (other than any such employee who remains employed by Seller or any affiliate of Seller) within six (6) months prior to the date of this Agreement. The Company will use reasonable efforts to secure a release from each employee of the Company who is terminated by the Company and not offered employment by an affiliate of Seller between the date of this Agreement and the Closing Date.

**3.16. Proprietary Rights.**

(a) Section 3.16 of the Disclosure Schedule lists all of the (i) patents and patent applications; (ii) copyrights registrations and applications for registration; (iii) trademarks and trademark applications; and (iv) uniform resource locators (URLs) that are owned by the Company ("Company Owned Proprietary Rights"). To the knowledge of Seller or Company, or as should reasonably be known to Seller or Company, each item of the Company Owned Proprietary Rights listed in Section 3.16 of the Disclosure Schedule is valid and subsisting, and all necessary registration, maintenance, renewal fees, annuity fees and taxes in connection with such Company Owned Proprietary Rights have been paid and all necessary documents and certificates in connection with such Company Owned Proprietary Rights have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case

may be, for the purposes of maintaining such Company Owned Proprietary Rights. Section 3.16 of the Disclosure Schedule lists all of the material Proprietary Rights licensed to Seller by third parties ("Licensed Proprietary Rights"). Company has made available to Buyer copies of the license agreements governing the Licensed Proprietary Rights.

(b) To the knowledge of Seller or the Company, or as should reasonably be known to Seller or the Company, the Company owns or the has a license to use all Proprietary Rights reasonably necessary to operate the Business as presently operated.

(c) Except as set forth in Section 3.16 of the Disclosure Schedule, the Company has not transferred ownership of, granted any license to use, or authorized the retention of any rights to use, any Company Owned Proprietary Rights to any other party.

(d) To the knowledge of Seller or the Company, or as should reasonably be known to Seller or the Company, the operation of the Business as currently operated, or proposed to be operated, does not infringe upon, misappropriate or otherwise violate the Proprietary Rights of any third party, or constitute unfair competition or unfair trade practice under any law, and no proceedings have been instituted against or notices received by Seller or the Company that are presently outstanding alleging that the Company's operation of the Business as currently operated infringes upon, misappropriates or otherwise violates the Proprietary Rights of a third party, or constitutes unfair competition or unfair trade practice under any law.

(e) To the knowledge of Seller or the Company, no third party is infringing or misappropriating any Company Owned Proprietary Rights.

(f) The Company has taken all commercially reasonable measures to protect the Company's rights in its own confidential information and trade secrets or in confidential information and trade secrets of third parties that was provided to the Company subject to a duty of confidentiality.

(g) To the knowledge of Seller or the Company, or as should reasonably be known to Seller or the Company, there is no (i) product, technology, database, service or publication of the Company, (ii) material published or distributed by the Company or (iii) conduct or statement of the Company that constitutes obscene material, a defamatory statement or material, false advertising or otherwise violates any law.

(h) To the knowledge of Seller or the Company, or as should reasonably be known to Seller or the Company, all data collected within the e-Mail Database has been done so in accordance with all applicable laws, rules and regulations and consistent with the Privacy Policy and Rules, in each case, in effect at the time of such collection, and any other Company policies governing the use of the e-Mail Database and the data contained therein. No special consents, approvals or permissions are required with respect to the e-Mail Database in connection with the Stock Purchase. Except as set forth within the current Privacy Policy, there are no material limitations on how Buyer can use the data contained within the e-Mail Database and no further consents, approvals or permissions are necessary in connection therewith. To the knowledge of Seller or the Company, or as should be reasonably known to Seller or the Company, all of the e-

mail addresses contained in the e-Mail Database (i) were collected with consent of the user and (ii) have only been used in a manner consistent with the Privacy Policy and Rules, in each case, in effect at the time of such use.

(i) Section 3.16 of the Disclosure Schedule contains a true and correct list of all promotions (including, without limitation, all sweepstakes, games and contests currently being run by the Company with a prize valued at more than One Thousand Dollars (\$1000.00)) (the "**Current Promotions**"). To the knowledge of Seller or the Company, or as should reasonably be known to Seller or the Company, the Current Promotions, as well as promotions conducted during the twelve (12) month period prior to the execution of the Agreement (the "**Prior Promotions**"), are being conducted and have been conducted in accordance with all applicable laws and regulations and there are no regulatory or quasi-regulatory legal proceedings or actions pending or currently ongoing with respect to the Current Promotions or Prior Promotions. Except as set forth in Section 3.16 or Section 3.9 of the Disclosure Schedule, to the knowledge of Seller or the Company, or as should reasonably be known to Seller or the Company, there have been no consumer, regulatory or quasi-regulatory legal actions in connection with any promotions run by the Company within the twelve (12) month period prior to the execution of the Agreement. The insurance coverage for Company's lottery product will remain in full force and effect through July 31, 2003.

3.17. **Leases, Premises.** Section 3.17 of the Disclosure Schedule lists all real property leases, subleases, amendments, options and other leasehold interests to which the Company are a party (the "**Leases**"). Except as set forth on Section 3.17 of the Disclosure Schedule, each of the Leases is assignable by the Company to an affiliate of Seller or the Company without the consent of the other party to such Lease.

3.18. **Insurance.** Section 3.18 of the Disclosure Schedule includes a list of all insurance policies carried by or for the benefit of the Company. Such insurance policies are and will remain in full force and effect through the Closing Date.

3.19. **Identification of Depositories and Authorities.** Section 3.19 of the Disclosure Schedule sets forth a complete and accurate list of the names and addresses of all banks, trust companies, savings and loan associations and other financial institutions in which the Company has assets, deposits or safe deposit boxes and the signatories thereunder.

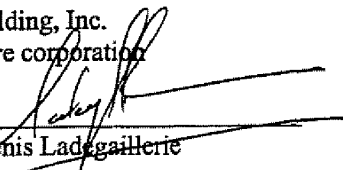
3.20. **No Brokers.** Neither the Company nor any affiliate of the Company has entered into or will enter into any contract, agreement, arrangement or understanding with any person or firm which will result in the obligation of Buyer or the Company to pay any finder's fee, brokerage commission or similar payment in connection with the transactions contemplated hereby.

3.21. **Legal and Tax Advice.** Each of Seller and the Company has had an opportunity to discuss this Agreement with counsel of its choosing, and had the legal consequences of this Agreement and the transactions contemplated hereby explained by such counsel. Neither Seller nor the Company is relying upon Buyer or any of its stockholders, members, directors,

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**SELLER**

WON Holding, Inc.  
a Delaware corporation

By:   
Name: Denis Ladegaillerie  
Its: Director  
Address:  
10940 Wilshire Blvd., Suite 900  
Los Angeles, CA 90024  
Facsimile: (310) 481-6854

**BUYER**

The Vendare Group, Inc.  
a Delaware corporation

By: \_\_\_\_\_  
Name: Keith Cohn  
Its: President  
Address:  
15620 Ventura Blvd., Suite 2000  
Sherman Oaks, CA 91403  
Attention: Keith J. Cohn  
Facsimile: (818) 871-2110

**COMPANY**

Flipside, Inc.  
a Delaware corporation

By: \_\_\_\_\_  
Name: Mark C. Hornor, Esq.  
Its: Secretary  
Address:  
10940 Wilshire Blvd. Suite 1100  
Los Angeles, CA 90024  
Facsimile: (310) 388-1420

Solely with respect to the provisions of Sections 9 and 10 hereof,

**INDEMNITOR**

Vivendi Communications North America, Inc.  
a Delaware corporation

By: \_\_\_\_\_  
Name: George E. Bushnell III  
Its: President  
Address:  
800 Third Avenue - 5<sup>th</sup> Floor  
New York, NY 10022  
Facsimile: (212) 572-7496



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\_\_\_\_\_  
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Its: \_\_\_\_\_  
Address: \_\_\_\_\_  
[ ]  
[ ]  
Facsimile: [ ]

**BUYER**

The Vendare Group, Inc.  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Address: \_\_\_\_\_  
[ ]  
[ ]  
Facsimile: [ ]

**COMPANY**

Flipside, Inc.  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
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[ ]  
[ ]  
Facsimile: [ ]

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New York, NY 10022

Facsimile: (212) 572-7496

Signature Page to Stock Purchase Agreement  
NSD22364.11

**TRADEMARK**  
**REEL: 003742 FRAME: 0994**

Schedule 3.16

Proprietary Rights

**Company Owned Proprietary Rights**

(a)(i)

- Internet Based Multiplayer Game System: US Patent Application No: 09/503,860
- Computer Systems and Methods for On-line User Community Where Users Can Bet Against Each Other: US Patent Application No. 10/042,517

(a)(ii)

None

(a)(iii)

MARK	COUNTRY	STATUS	CLASS	SERIAL NO.
ACROPHOBIA	United States	Registered	41	75/262393
ACROPHOBIA	United States	Filed	41	75/561096
BINGO BLITZ	United States	Registered	9	75/654964
BLOWOUT BINGO	United States	Registered	41	75/736261
COSMIC CONSENSUS	United States	Registered	41	75/703895
DESIGN (Virtual Vegas logo 2)	Community Trademark	Docket		
DESIGN (Virtual Vegas logo)	United States	Registered	9	74/591642
EXTREME LOTTO (design)	United States	Registered	41	76/086651
EXTREME LOTTO (word only)	United States	Registered	41	76/086453
FLIPSIDE	Australia	Filed	41	838653
FLIPSIDE	Brazil	Filed	41	822802813
FLIPSIDE	Canada	Filed	41	1063415
FLIPSIDE	China P.R.	Filed	41	2000084346
FLIPSIDE	Community Trademark	Filed	9	1,459,908
FLIPSIDE	Japan	Docket	41	2000-65440
FLIPSIDE	Mexico	Filed		430642
FLIPSIDE	New Zealand	Filed	41	616560
FLIPSIDE	South Korea	Filed	41	41-2000-16947
FLIPSIDE	Taiwan	Filed	41	89033974
FLIPSIDE	Thailand	Registered	41	424142
FLIPSIDE	United States	Filed	9	75/872663
FLIPSIDE	United States	Filed	38	75/872664
FLIPSIDE	United States	Filed	41	75/872665
GET THE PICTURE	Canada	Filed	41	889,159
GET THE PICTURE	United States	Filed	41	75/443590
HOW LOW CAN YOU GO	France	Registered	41	13088835
HOW LOW CAN YOU GO	Germany	Registered	41	30116 974.8/41
HOW LOW CAN YOU GO	Spain	Filed	41	2387136

107 -111

HOW LOW CAN YOU GO	Great Britain	Registered	41	2264121
HOW LOW CAN YOU GO	Venezuela	Registered	41	3913/2001
HOW LOW CAN YOU GO	Brazil	Docket	41	
HOW LOW CAN YOU GO	Argentina	Filed	41	76/137569
HOW LOW CAN YOU GO (STYLIZED)	United States	Filed	41	76/137569
ICOIN	United States	Filed	35	76/250421
IMGAMES	Australia	Filed	9	835697
IMGAMES	Brazil	Filed	9	822744449
IMGAMES	Brazil	Filed	41	822744392
IMGAMES	Canada	Docket	9	
IMGAMES	China P.R.	Filed	9	2000070377
IMGAMES	China P.R.	Registered	41	2000070376
IMGAMES	Community Trademark	Filed	9	1664978
IMGAMES	South Korea	Filed	9	
IMGAMES	Mexico	Filed	9	426842
IMGAMES	Mexico	Filed	41	426843
IMGAMES	New Zealand	Filed	9	614881
IMGAMES	New Zealand	Filed	41	614882
IMGAMES	South Korea	Docket		
IMGAMES	Taiwan	Filed	9	89028678
IMGAMES	Taiwan	Filed	41	89028679
IMGAMES	Thailand	Filed	9	424136
IMGAMES	Thailand	Filed	41	424137
IMGAMES	United States	Filed	9	75/857858
IMGAMES	United States	Filed	41	75/857855
IMGAMES	United States	Registered	41	76/086852
IWIN DESIGN- STICK	United States			
FIGURE DESI				
IWIN.COM	United States	Filed	41	75/801625
IWIN.COM (word & design)	United States	Filed		76/086853
LET THERE BE FUN	United States	Filed	35	75/814385
MISCELLANEOUS DESIGN (UPROAR)	Argentina	Filed		2321376
MISCELLANEOUS DESIGN (UPROAR)	Brazil	Filed	41	823524183
MISCELLANEOUS DESIGN (UPROAR)	France	Registered	38	3072744
MISCELLANEOUS DESIGN (UPROAR)	Germany	Filed	41	300 93 067.4/41
MISCELLANEOUS DESIGN (UPROAR)	Spain	Filed	41	2368969
MISCELLANEOUS DESIGN (UPROAR)	Great Britain	Filed	41	2,159,629
MISCELLANEOUS DESIGN (UPROAR)	Venezuela	Filed	41	196/01
PICTURE THIS	Argentina	Filed	41	2321616
PICTURE THIS	Brazil	Filed	41	823524191
PICTURE THIS	Brazil	Docket	41	823524191
PICTURE THIS	France	Registered	41	3072743
PICTURE THIS	Germany	Registered	41	30101718.2/41
PICTURE THIS	Spain	Filed	41	2368968
PICTURE THIS	Great Britain	Filed	41	2256941
PICTURE THIS	United States	Registered	41	76/093145

PICTURE THIS	Venezuela	Filed	41	195/2001
PICTURE THIS (logo)	Spain	Docket		
PRIZE CENTRAL	Australia	Filed	28	817151
PRIZE CENTRAL	Canada	Filed		1,034,689
PRIZE CENTRAL	Community Trademark	Filed	9	1,367,341
PRIZE CENTRAL	Hong Kong	Docket		
PRIZE CENTRAL	Japan	Filed	41	11-105110
PRIZE CENTRAL	Taiwan	Docket		
PRIZECENTRAL	United States	Registered	41	75/634890
PUZZLE A GO-GO	Argentina	Filed	41	2331532
PUZZLE A GO-GO	Brazil	Docket	41	
PUZZLE A GO-GO	France	Registered	41	13088833
PUZZLE A GO-GO	Germany	Registered	41	30117028.2/41
PUZZLE A GO-GO	Spain	Filed	41	2387135
PUZZLE A GO-GO	Great Britain	Registered	41	2264120
PUZZLE A GO-GO	United States	Registered	41	76/137568
PUZZLE A GO-GO	Venezuela	Registered	41	3912/01
TRIVIA FREE FOR ALL	United States	Registered	41	
UPROAR	Argentina	Registered	25	2275954
UPROAR	Australia	Docket		
UPROAR	Argentina	Registered	28	2275955
UPROAR	Australia	Registered	9	813542
UPROAR	Brazil	Docket		
UPROAR	Brazil	Docket		
UPROAR	Chile	Docket		
UPROAR	Chile	Docket		
UPROAR	Community Trademark	Docket		
UPROAR	Denmark	Filed	35	VA05324/98
UPROAR	Finland	Registered	9	T199804258
UPROAR	Germany	Docket		
UPROAR	Iceland	Docket		
UPROAR	Iceland	Docket	35	
UPROAR	Japan	Docket		
UPROAR	Japan	Docket	9	11105462
UPROAR	Mexico	Registered	9	477208
UPROAR	Mexico	Registered	41	478136
UPROAR	Mexico	Registered	42	478137
UPROAR	New Zealand	Docket		
UPROAR	New Zealand	Registered	16	603265
UPROAR	New Zealand	Docket		
UPROAR	New Zealand	Docket		
UPROAR	New Zealand	Docket		
UPROAR	New Zealand	Docket		
UPROAR	Norway	Docket		
UPROAR	Norway	Docket		
UPROAR	Peru	Docket		
UPROAR	Peru	Registered	9	122095
UPROAR	Peru	Docket		
UPROAR	Peru	Docket		
UPROAR	Peru	Docket		
UPROAR	Peru	Docket		
UPROAR	Peru	Registered	41	122094

UPROAR	Peru	Docket		
UPROAR	Sweden	Registered	35	9901468
UPROAR	United Kingdom	Docket		
UPROAR	Great Britain	Docket		
UPROAR	United States	Registered	35	75/370335
UPROAR	Argentina	Registered	41	2275956
UPROAR	Argentina	Registered	16	2275952
UPROAR	Argentina	Registered	18	2275953
UPROAR	Argentina	Registered	9	2275951
UPROAR & Design	United States	Registered	41	76/075745
UPROAR (& DESIGN)	Germany	Registered	42	300930674/41
UPROAR LOTTO	United States	Registered	41	76/075743
VIRTUAL VEGAS	Australia	Docket		
VIRTUAL VEGAS	Canada	Docket		
VIRTUAL VEGAS	Hong Kong	Docket		
VIRTUAL VEGAS	Japan	Docket		
VIRTUAL VEGAS	Taiwan	Docket		
VIRTUAL VEGAS	United States	Registered	9	74/462422
VIRTUAL VEGAS & Design	Community Trademark	Docket		
WORDOX	Community Trademark	Registered	41	1785575
WORDOX	United States	Registered	41	75/709791
X LOTTO (design & word)	United States	Registered	41	76/095894

(a)(iv)

1prizes.com	blackjackcentral.com	carntokens.com	flipsideinc.net
777slots.com	bonuscasino.com	eflipside.com	flipsidelotto.com
acrophobia.com	bonusemail.com	eprizenetwork.com	flipsidelotto.net
adiction.com	bonusgames.com	euchrezone.com	flipsidemail.com
Afterdark-games.com	bonussearch.com	faxrewards.com	flipsidenet.com
Afterdark.com	bonussearch.net	findrewards.com	flipsidenetwork.com
Afterdark4.com	casino4prizes.com	findrewards.net	flipsideny.com
afterdarkonline.com	casinoforprizes.com	flashkeno.com	flipsideprizecentral.com
afterdarkscreens.com	casinomaps.com	flip.com.ni	flipsideprizes.com
amused.com	centraldepremios.com	flip.com.pa	flipsiderewards.com
backgammonzone.com	checkerszone.com	flip.com.pe	flipsiders.com
berkeleysystems.com	checkoutcasino.com	flip.com.ve	flipsidesf.com
berksys.com	checkoutcasinos.com	fliplotto.com	flipsidewa.com
berzerk.com	checkoutgambling.com	fliplotto.net	fordexpeditionchallenge.com
bettybingo.com	checkoutprizes.com	fliplotto.org	freecasinonet
bezerk.com	checkoutsales.com	flips.com.ni	freelottos.com
bezerk.net	checkoutshopping.com	flips.com.pa	freeofficepool.com
bigprizebingo.com	chesszone.com	flips.com.pe	freeofficepools.com
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