U.S. Department of Commerce FORM PTO-1618A Patent and Trademark Office Expires 06/30/99 TRADEMARK OMB 0651-0027 01-04-2000 **ER SHEET** 01237065 MRD 12.6.99 TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies). Submission Type Conveyance Type License X **Assignment** New Resubmission (Non-Recordation) Security Agreement **Nunc Pro Tunc Assignment** Document ID # **Effective Date** Month Day Year Merger **Correction of PTO Error** Reel # Frame # Change of Name **Corrective Document** Reel # Frame # Other **Conveying Party** Mark if additional names of conveying parties attached **Execution Date** Month Day Year 07 09 1999 Name HARLEQUIN GROUP PLC THE HARLEQUIN GROUP LIMITED Formerly Individual General Partnership Limited Partnership Corporation Association Other UNITED KINGDOM Citizenship/State of Incorporation/Organization **Receiving Party** Mark if additional names of receiving parties attached Name HARLEQUIN LIMITED DBA/AKA/TA Composed of Address (line 1) BARRINGTON HALL Address (line 2) BARRINGTON Address (line 3) | CAMBRIDGE, UNITED KINGDOM CAMBS State/Country Zip Code If document to be recorded is an Individual **Limited Partnership** General Partnership assignment and the receiving party is not domiciled in the United States, an X Corporation Association appointment of a domestic representative should be attached. Other (Designation must be a separate document from Assignment.) UNITED KINGDOM Citizenship/State of Incorporation/Organization

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Mail documents to be recorded with required cover sheet(s) information to:

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FORM. PTO-1 Expires 06/30/99 OMB 0651-0027	618B Paç	је 2	U.S. Department of Commerce Patent and Trademark Office TRADEMARK
Domestic Representative Name and Address Enter for the first Receiving Party only.			
Name [	LAWRENCE D. BRADLEY		
Address (line 1)	HOLLAND & KNIGHT LLP		
Address (line 2)	ONE BEACON STREET		
Address (line 3)	BOSTON, MA 02108		
Address (line 4)			
Correspondent Name and Address Area Code and Telephone Number 617 573 5866			
Name [	GEORGE W. TUTTLE		
Address (line 1)	HOLLAND & KNIGHT LLP		
Address (line 2)	ONE BEACON STREET		
Address (line 3)	BOSTON, MA 02108		
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75/34943	emark Application Number(s)	Registration Nu	mber(s)
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Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 45.00			
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Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

GEORGE W. TUTTLE

Name of Person Signing

Signature

Date Signed

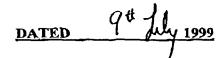
Authorization to charge additional fees:

**Deposit Account Number:** 

Yes

No

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THE HARLEQUIN GROUP PLO
(In Administrative Receivership)

-and-

HARLEQUIN LIMITED
(In Administrative Receivership)

~and~

A R BLOOM and H MacNAUGHTEN

-and-

HEIGHTS DIGITAL LIMITED

TRADE MARK AND PATENT ASSIGNMENT

Walker Morris Kings Court 12 King Street Leeds LS1 2HL

Tel: 0113 283 2500 Fax: 0113 245 9412 REF: JZA

TRADEMARK
REEL: 002005 FRAME: 0780











# BETWEEN:-

- (1) HARLEQUIN GROUP PLC (Company Number 02002807) of Longstanton House, Woodwise, Longstanton, Cambridge ("PLC") acting by its Administrative Receivers ALAN ROBERT BLOOM and HELEN MACNAUGHTON of Ernst & Young of Rolls House, 7 Rolls Building, Fetter Lane, London, EC4A 1NH ("the Receivers") in their capacity as receivers of PLC;
- (2) HARLEQUIN LIMITED (Company Number 02752574) of Longstanton House, Woodwise, Longstanton, Cambridge ("HL") acting by the Receivers in their capacity as receivers of HL;
- (3) the RECEIVERS; and
- (4) HEIGHTS DIGITAL LIMITED whose registered office is at Wainstalls, Halifax, HX2 7TH, West Yorkshire.

### **RECITALS:-**

- (A) The Receivers were appointed administrative receivers of PLC and HL (who together shall be known as "the Assignors") on 28 June 1999 pursuant to the provisions of a debenture dated 14 March 1997 given to National Westminster Bank Plc ("the Bank") by the Assignors and Harlequin Australia Pty Limited, by which the Assignors charged to the Bank its present and future property and undertaking by way of fixed or floating charge.
- (B) The Assignors have agreed to assign such estate, right, title or interest as they may have in the Intellectual Property to the Assignee on the terms of this Assignment.

# **DEFINITIONS**

The Trade Marks

mean those trade marks owned by either or both of the Assignors which shall include, but shall not be limited to all registered trade marks and trade mark applications, including those UK, Community and US trade marks referred to in

Schedule 1.

The Patents

mean all patents and patent applications owned by either or both of the Assignors, which shall include but shall not be

limited to those referred to in Schedule 2.

The Intellectual Property

means the Trade Marks and the Patents.

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# **OPERATIVE PROVISIONS**

#### 1. ASSIGNMENT

In consideration of the sum of £500,000 in respect of the Trade Marks and £500,000 in respect of the Patents now paid by the Assignee to the Receivers as agent for the Assignors (receipt of which is hereby acknowledged) the Assignors HEREBY ASSIGN and transfer such estate right title and interest as they may have in the Intellectual Property including any statutory and common law rights attaching thereto and the right to sue for past infringements and instances of passing off and to retain any damages obtained as a result of such actions, to the Assignee.

#### 2. GOODWILL

The Assignors confirm that this Assignment is made with the benefit of any goodwill attaching to the Intellectual Property and any goodwill of the business in which the Intellectual Property may have been used by the Assignors.

#### 3. ASSURANCE

The Assignors covenant that they will execute all documents, papers, forms and authorisations and depose to and swear all declarations or oaths which may reasonably be necessary for securing, completing and vesting the rights granted under this Assignment in favour of the Assignee and the Assignee agrees to pay the Assignors reasonable costs of doing so.

# 4. EXCLUSION OF WARRANTIES AND REPRESENTATIONS

The Assignee hereby agrees that all and any representations and warranties regarding the Intellectual Property or any other assets assigned by this Assignment are hereby expressly excluded to the fullest extent permitted by law.

# 5 LIMITATION OF LIABILITY

The Assignee hereby acknowledges and agrees with the Receivers that any personal liability upon them or any or all of their employees and representatives whether under this Assignment or arising directly or indirectly in connection herewith statutory or otherwise and whether arising in contract or tort or both or by reference to any other remedy or right and in whatever jurisdiction or forum is hereby expressly excluded.

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# SCHEDULE ONE

# THE TRADE MARKS

MARK

SERIAL NO.

ELEMENTARY WATSON

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