

01-04-2000



101237065

ER SHEET

MRD 12.6.99

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

01/04/2000 DCOATES 00000017 75349434

FOR OFFICE USE ONLY

01 FC:481  
02 FC:998

40.00 OP  
5.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 002005 FRAME: 0778

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/349434"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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

12/2/99

Date Signed

**DATED** 9<sup>th</sup> July 1999

*AB* *J* **THE HARLEQUIN GROUP PLC**  
**(In Administrative Receivership)**

-and-

**HARLEQUIN LIMITED**  
**(In Administrative Receivership)**

-and-

**A R BLOOM and H MacNAUGHTEN**

-and-

**HEIGHTS DIGITAL LIMITED**

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**TRADE MARK AND PATENT ASSIGNMENT**

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Walker Morris  
Kings Court  
12 King Street  
Leeds LS1 2HL

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

THIS ASSIGNMENT is made the <sup>9<sup>th</sup></sup> day of



**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.   |

**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.

**SCHEDULE ONE**

**THE TRADE MARKS**

MARK

SERIAL NO.

ELEMENTARY WATSON

75/349434

**TRADEMARK**