

05-02-2000



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RECORDATION FORM COVER SHEET  
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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

Execution Date  
Month Day Year  
07 09 1999

Name HARLEQUIN GROUP PLC

Formerly THE HARLEQUIN GROUP LIMITED

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization UNITED KINGDOM

Receiving Party

Mark if additional names of receiving parties attached

Name HARLEQUIN LIMITED

DBA/AKATA

Composed of

Address (line 1) BARRINGTON HALL

Address (line 2) BARRINGTON

Address (line 3) CAMBRIDGE, CAMBS UNITED KINGDOM CB2 5RG  
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 UNITED KINGDOM

05/01/2000 DNGUYEN 00000140 75381709

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:998 5.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231  
TRADEMARK

REEL: 002063 FRAME: 0669

**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)**

**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

04/03/2000

Name of Person Signing

Signature

Date Signed

**SCHEDULE ONE**

**THE TRADE MARKS**

MARK

SERIAL NO.

POWERCASE

75/381709



THIS ASSIGNMENT is made the 9th 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.

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