



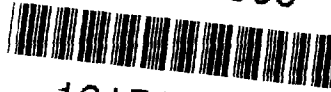
MRD

RECORDATION
TRADEMARK

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

10-17-2000

10-17-00



101521331

of documents or copy hereof.

U.S. Patent & TMO/TM Mail Report Dt. #57 Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

British Telecommunications Public Limited Company

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership
- United Kingdom

Additional name(s) of conveying party(ies) attached Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 2, 1999

Name: Vio Worldwide Limited
Address: 81 Newgate Street
London EC1A 7AJ, England

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other
- United Kingdom

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & addresses attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,295,522

Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Patrick Boisson

Internal Address: Fross Zelnick Lehrman & Zissu, P.C.

Street Address: 866 United Nations Plaza

City: New York State: NY Zip: 10017

6. Total number of applications and registration involved:.....1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
 - Authorized to be charged to deposit account
- (Only if total fee is not sufficient)

8. Deposit account number:

23-0825-0576900

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Patrick Boisson
Name of Person Signing

Signature

10/17/2000
Date

Total number of pages comprising cover sheet: _____

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

REG. NO. :2,295,522
REG. DATE : November 30, 1999
MARK : VIO
CLASS : 38

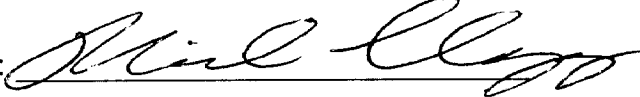
APPOINTMENT OF DOMESTIC REPRESENTATIVE

Assistant Commissioner for
Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-9300

Sir:

VIO WORLDWIDE LIMITED, a corporation organized and existing under the laws of the United Kingdom, located and doing business at 81 Newgate Street, London EC1A 7AJ, England, the proprietor of the above-identified trademark registration, hereby appoints the firm Fross Zelnick & Lehrman & Zissu P.C., attorneys at law, of 866 United Nations Plaza, New York, New York 10017 (telephone 212-813-5900), its attorneys and representative upon whom notices or process in proceedings affecting the above-mentioned identified mark may be served.

VIO WORLDWIDE LIMITED

By: 

Name: MIRANDA CLEGG

Title: MANAGING DIRECTOR

Date of Signature: 20/9/00

DATED 2 JUNE 1999

British Telecommunications plc (1)

and

Vio Worldwide Limited (2)

**Assignment of US Trade Mark
Application**

Wragge & Co

TRADEMARK
REEL: 002179 FRAME: 0641

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THIS ASSIGNMENT is made on 2 JUNE 1999 **BETWEEN**

- (1) British Telecommunications plc (Registered in England No. 01800000) whose registered office is at 81 Newgate Street, London EC1A 7AJ ("the Assignor"); and
- (2) Vio Worldwide Limited (Registered in England No.03623728) whose registered office is at 81 Newgate Street, London EC1A 7AJ ("the Assignee").

WHEREAS:

- (A) The Assignor is the proprietor and beneficial owner of the trade mark application (the "Trade Mark") set out in Schedule 1.
- (B) The Assignor has agreed to assign to the Assignee the Trade Mark on the terms and conditions of this Agreement.

The parties **AGREE** as follows:-

1 Assignment

- 1.1 In consideration of the sum of £10 pounds now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor as legal owner hereby assigns to the Assignee the Trade Mark free from all liens, charges, encumbrances and other third party rights together with the goodwill in respect of the Trade Marks and together with all rights of action, remedies, powers and benefits relating to the Trade Marks belonging or accrued to the Assignor as at the date of this Assignment TO HOLD unto the Assignee absolutely.

2 Further Assurance

- 2.1 The Assignor undertakes that, at the request and the expense of the Assignee, it will do all acts and things (including without limitation, making declarations and oaths) and execute all deeds, documents, papers, forms and authorisations for the assignment of the Trade Mark pursuant and according to the terms of clause 1 above.

3 Law

- 3.1 This Assignment shall be governed and construed with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England & Wales

4 Certificate of Value

It is hereby certified that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount of value of the consideration exceeds [sixty thousand pounds (£60,000)]

IN WITNESS OF THE ABOVE the parties have entered into this Assignment on the date written at the head of this Agreement.

Schedule 1

The Trade Marks

<u>Application</u>	<u>Mark</u>	<u>Country</u>	<u>Classes</u>
<u>Number</u>			
75-511 639	Vio	USA	38

SIGNED by Assignor

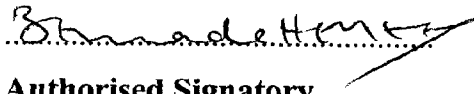
for and on behalf of

in the presence of


CHRISTINE A. CRAGO

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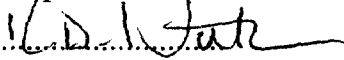
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)  BERNADETTE
MEE
Authorized Signatory

SIGNED by Assignee

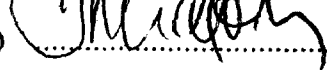
for and on behalf of

in the presence of


R.D. BUTLER
SOLICITOR
BIRMINGHAM

)

)

)  JAMES GREGORY
Authorized Signatory