

06-21-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 6-18-01 First Byte, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (California), Other

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

3. Nature of conveyance:

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

Execution Date: 05/16/2001

2. Name and address of receiving party(ies)

Name: Davidson & Associates, Inc.

Internal Address: c/o Havas Interactive, Inc.

Street Address: 19840 Pioneer Avenue

City: Torrance State: CA Zip: 90503

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State California, Other

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) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1818821; 1667454; 1498385; 1413123; 1412089; 1344056; 1350436; 1310853

Additional number(s) attached Yes No

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

Name: Monique M. Drake

Internal Address: Gibson, Dunn & Crutcher LLP

Street Address: 1801 California St.

Suite 4100

City: Denver State: CO Zip: 80202

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$ 215.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

50-0792 (Authorized to charge any deficiency)

(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.

Monique M. Drake Name of Person Signing

Monique M. Drake Signature

6/12/01 Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

06/20/2001 DBYRNE 0000093 1818821

01 FC:481

40.00 OP

02 FC:482

175.00 OP

TRADEMARK REEL: 002316 FRAME: 0877

FIRST BYTE, INC. U.S. TRADEMARK ASSIGNMENT

This U.S. Trademark Assignment (this "Assignment") is made as of May 16, 2000 by First Byte, Inc., a California corporation ("Assignor") to Davidson & Associates, Inc., a California corporation ("Assignee").

RECITALS

A. Assignor, Assignee and certain other parties have entered into the Agreement and Plan of Merger dated as the date hereof (the "Agreement").

B Pursuant to Section 6 of the Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the trademarks registered and the trademark applications filed with the United States Patent and Trademark Office set forth on Exhibit A hereto and any common law trademarks (collectively the "Trademarks"), together with the goodwill of the business pertaining thereto.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Agreement and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Agreement, Assignor hereto agrees as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Trademarks, along with the right to sue for and collect such damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

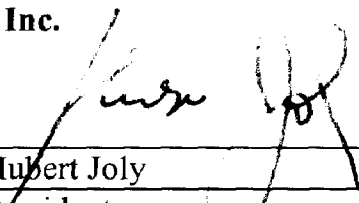
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue trademarks or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

3. Assignor hereby promises and agrees to communicate to the said Assignee and its successors, assigns and legal representatives any facts known to Assignor respecting said Trademarks, and to testify in any legal proceeding, sign all lawful papers, make all rightful oaths and generally do everything possible to aid the said Assignee and its successors, assigns and legal representatives to obtain and enforce proper protection for said Trademarks.

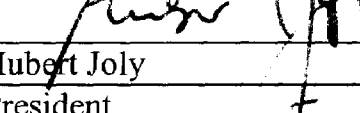
4. To comply with the regulations for recording of this Assignment, the parties hereby authorize and request the law firm of Gibson, Dunn & Crutcher LLP to correct any errors in this Assignment or insert any further identification or other information necessary or desirable to make this Assignment suitable for recording in the United States Patent & Trademark Office when such identification or information becomes known.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment.

First Byte, Inc.

By: 
Name: Hubert Joly
Title: President
Date: 5/16/01

Davidson & Associates, Inc.

By: 
Name: Hubert Joly
Title: President
Date: 5/16/01

Acknowledgment by Notary Public

State of California

County of Los Angeles

On this 16th day of May, 2001, before me, the undersigned Notary Public, personally appeared Hubert Joly, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: Tricia Stephens
Name: Tricia Stephens, Notary Public



EXHIBIT A

First Byte, Inc.

U.S. Trademarks

<i>Mark</i>	<i>Status</i>	<i>Reg. No. or Serial No.</i>	<i>Int'l Classes</i>
Provoice (Words and Design)	Registered	1818821	9
Monologue (Stylized Letters)	Registered	1667454	9
First Letters and Words (Stylized Letters)	Registered	1498385	9
Kidtalk (Block Letters)	Registered	1413123	9, 16
Speller Bee (Block Letters)	Registered	1412089	9, 16
\$ Man (Words Only)	Registered	1344056	9
Smooth Talker (Stylized Letters)	Registered	1350436	9
FB First Byte (Words and Design)	Registered	1310853	9
Primovox (Words Only)	Abandoned No statement of use	75-082818	9
Zug the Talking Megasaur (Words Only)	Abandoned	73-820595	9
Swat Team (Block Letters)	Abandoned Voluntary	73-484012	9
1st Byte First Byte (Words and Design)	Abandoned	73-484012	9
Prospect Management System (Block Letters)	Abandoned	73-426109	9

<i>Mark</i>	<i>Status</i>	<i>Reg. No. or Serial No.</i>	<i>Int'l Classes</i>
Spell-A-Saurus (Words and Design)	Canceled Sec. 8	74-092290	9
Zugware (Stylized Letters)	Canceled Sec. 8	1655399	9
The Rhyming Notebook (Stylized Letters)	Canceled Sec. 8	1598305	9
The Puzzle Storybook (Stylized Letters)	Canceled Sec. 8	1602006	9
The Dinosaur Discovery Kit (Stylized Letters)	Canceled Sec. 8	1611914	9
Mathtalk Fractions (Stylized Letters)	Canceled Sec. 8	1498386	9
Mathtalk (Block Letters)	Canceled Sec. 8	1442929	9
First Shapes (Stylized Letters)	Canceled Sec. 8	1444988	9
Talking Notebook (Stylized Letters)	Canceled Sec. 8	1430927	9
Bug Off! (Stylized Letters)	Canceled Sec. 8	1355072	9