

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):
The Booksource, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Missouri corporation

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 10, 2002

2. Name and address of receiving party(ies)
Name: U.S. Games Systems, Inc.

Internal Address: _____

Street Address: 179 Ludlow Street

City: Stamford State: CT Zip: 06902

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Delaware

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) 1819511

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: BACON & THOMAS, PLLC

Internal Address: _____

Street Address: 625 Slaters Lane, Fourth Floor

City: Alexandria State: VA Zip: 22314

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:
02-0200

DO NOT USE THIS SPACE

9. Signature.

Thomas J. Moore
Name of Person Signing


Signature

October 16, 2002
Date

Total number of pages including cover sheet, attachments, and document: 4

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

1,886,196
1,903,658
2,027,918
2,067,771
2,133,403

2,133,420
2,133,421
2,191,044
2,234,773
2,243,864

UNIVERSAL ASSIGNMENT OF TRADEMARKS

THIS UNIVERSAL ASSIGNMENT OF TRADEMARKS ("Assignment") is made and given on this 10th day of September, 2002 by The Booksource, Inc., a Missouri corporation d/b/a Table Talk ("Assignor") located at 1230 Macklind Avenue, St. Louis, MO 63110, in favor of U.S. Games Systems, Inc., a Delaware corporation ("Assignee") located at 179 Ludlow Street, Stamford, CT 06902.

RECITALS

A. Assignor has adopted, used and is using in the United States and/or elsewhere in the world numerous trademarks, service marks and/or trade names (collectively, "Marks") relating to card decks and card games (collectively, "Products"), the following trademarks as to which registrations have issued by the PTO.

Trademark	Registration No.	Registration Date
TABLETALK	1819511	02/10/94
KIDTALK	1886196	03/28/95
SPORTSTALK	1903658	07/04/95
ANIMALTALK	2027918	12/31/96
SCIENCETALK	2067771	06/03/97
ARTTALK	2133403	01/27/98
TRAVELTALK	2191044	09/22/98
MUSICTALK	2133421	01/27/98
MOVIETALK	2133420	01/27/98
GOLFTALK	2243864	05/04/99
CAREERS FOR KIDS	2234733	03/23/99

B. Assignor is the sole and exclusive owner of all of the Marks and has not assigned, pledged, licensed or in any way disposed of, encumbered or granted to any other party any rights in any of the Marks.

C. Assignee is desirous of acquiring all right, title and interest in and to all of the Marks and registrations therefor, and Assignor is desirous of conveying to Assignee all right, title and interest of Assignor in and to all of the Marks and the registrations therefor.

D. Attached herewith is Agreement of Assignment covering the aforesaid trademarks.

AGREEMENTS

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby assigns to Assignee and to assignee's legal representations, successors and assigns, all worldwide right, title and interest in and to all of the Marks and registrations and applications and applications therefor, and the goodwill of the business symbolized thereby. This assignment includes, without limitation, any and all past, present and future rights and powers, whether conferred by statute, treaty, convention or common law, which have accrued or may accrue to Assignor of any and all kind or nature pertaining to the marks including, without limitation, all past, present and future claims for infringement, misappropriation or dilution of any of the marks or unfair competition regarding the same, and all proceeds thereof. This assignment further includes the right to secure any and all registrations, renewals and extensions of the Marks which have been or can be issued by or filed with a national, state or local governmental authority of the United States and/or any other country.
2. Assignor, at the request of Assignee will execute and delivery, or cause to be executed and delivered, such documents and agreements as may reasonably be requested by Assignee in order to implement the transactions contemplated by this Assignment and/or to evidence and confirm the transfer to Assignee of the Marks and registrations and applications therefor, as well as the goodwill of the business symbolized thereby, provided the same does not cause Assignor to incur any liability.
3. Assignor hereby irrevocably appoints Assignee attorney-in-fact, with full power of delegation, substitution, and assignment, to procure and register all documents necessary or expedient to protect or extend to protect or extend the marks, with the right to institute and prosecute those proceedings the Assignee may deem necessary, in the name of Assignee, to protect and secure the rights granted or to recover for infringements or violations of those rights.
4. The provisions of this Assignment shall not limit or expand any of the previous agreements of Assignor and Assignee.

IN WITNESS WHEREOF, Assignor has executed and has caused this Assignment duly to be executed and delivered on the day and year first written above.

THE BOOKSOURCE, INC.

By: 

Sandy Jaffe, President

Witness: 