

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Byte, Inc.		05/16/2001	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Davidson & Associates, Inc.
Street Address:	6080 Center Drive
Internal Address:	10th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90045
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 7	
Property Type	Number
Registration Number:	1667454
Registration Number:	1498385
Registration Number:	1413123
Registration Number:	1412089
Registration Number:	1344056
Registration Number:	1350436
Registration Number:	1310853

CORRESPONDENCE DATA	
Fax Number:	(310)431-2430
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	rod.rigole@vugames.com
Correspondent Name:	Rod A. Rigole
Address Line 1:	6080 Center Drive
Address Line 2:	10th Floor
Address Line 4:	Los Angeles, CALIFORNIA 90085

CH \$190.00 1667454

ATTORNEY DOCKET NUMBER:

DAVIDSON

NAME OF SUBMITTER:

Rod A. Rigole

Total Attachments: 5

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FIRST BYTE, INC. U.S. TRADEMARK ASSIGNMENT

This U.S. Trademark Assignment (this "Assignment") is made as of _____, 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

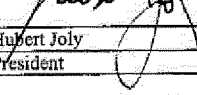
NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Agreement and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Agreement, Assignor hereby agrees as follows:

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 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 office 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.

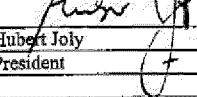
4. To comply with the regulations for recording of this Assignment, the parties hereby authorize and request the law firm of Gibson, Dunn & Crutcher LLP to correct any errors in this Assignment or insert any further identification or other information necessary or desirable to make this Assignment suitable 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: _____

Davidson & Associates, Inc.

By: 
Name: Hubert Joly
Title: President
Date: _____

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

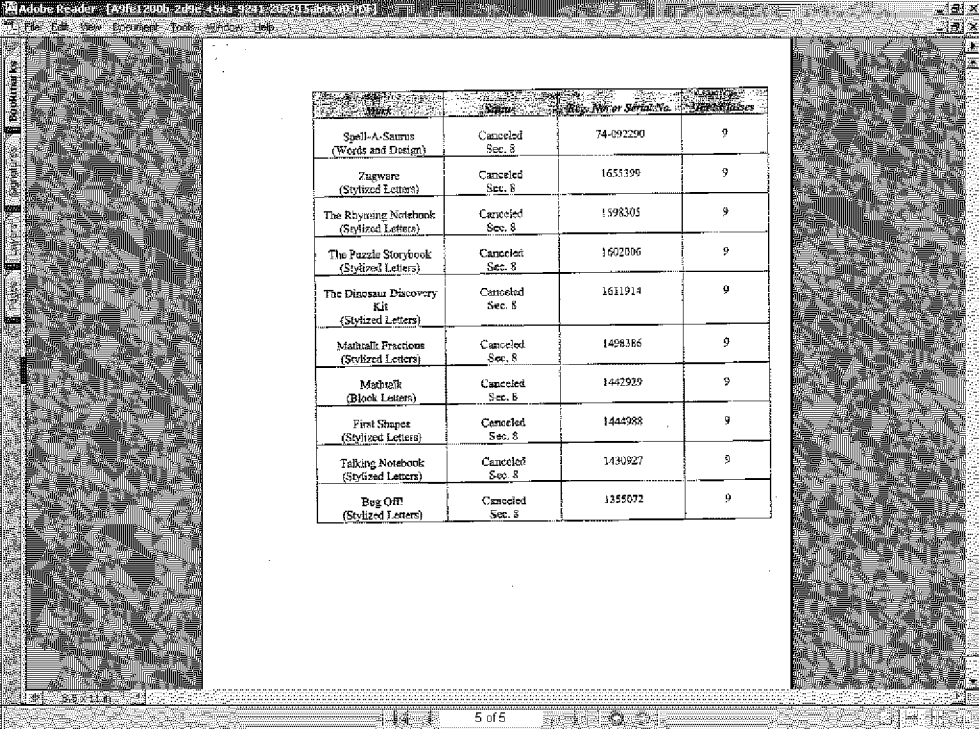


EXHIBIT A

First Byte, Inc.

U.S. Trademarks

Mark	Registration	Number	Class
Proveira (Words and Design)	Registered	1818821 ✓	9
Manitogue (Stylized Letters)	Registered	1667454 ✓	9
First Letters and Words (Stylized Letters)	Registered	1493385 ✓	9
Kidtrak (Block Letters)	Registered	1413123 ✓	9, 16
Spoley Bee (Block Letters)	Registered	1412080 ✓	9, 16
S Man (Words Only)	Registered	1344056 ✓	9
Smash Talker (Stylized Letters)	Registered	1330436 ✓	9
FD First Byte (Words and Design)	Registered	1310853 ✓	9
Primover (Words Only)	Abandoned No statement of use	75-082818	9
Zag the Talking Mogawa (Words Only)	Abandoned	73-820594	9
Swar 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



Title	Status	Reg. Number/Serial No.	Pages
Spell-A-Saurus (Words and Design)	Canceled Sec. 8	74-092290	9
Zigzag (Stylized Letters)	Canceled Sec. 8	1651396	9
The Rhyming Notebook (Stylized Letters)	Canceled Sec. 8	1998301	9
The Puzzle Storybook (Stylized Letters)	Canceled Sec. 8	1602006	9
The Dinosaur Discovery Kit (Stylized Letters)	Canceled Sec. 8	1611914	9
Mathall: Fractions (Stylized Letters)	Canceled Sec. 8	1498366	9
Mathall: (Block Letters)	Canceled Sec. 8	1442929	9
First Shapes (Stylized Letters)	Canceled Sec. 8	1444988	9
Talking Notebook (Stylized Letters)	Canceled Sec. 8	1490927	9
Bug Off (Stylized Letters)	Canceled Sec. 8	1356072	9