

03-27-2003

Docket No.:

88747



102402345

Tab settings

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

1. Name of conveying party(ies):

Act-Two Limited (Formerly Known as Two-can Design Limited)

3-10-03

- Individual(s)
- General Partnership
- Corporation-State England
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: June 29, 1999

2. Name and address of receiving party(ies):

Name: Zenith Entertainment Limited

Internal Address:

Street Address: 43-45 Dorset Street

City: London W1H4AB State:

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

OFFICE OF PUBLIC RECORDS
2003 MAR 10 AM 9:41
FINANCE SECTION

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,254,026

2,574,790

1,905,596

Additional numbers Yes No

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

Name: Elliot C. Bankendorf

Internal Address: Welsh & Katz, Ltd.

Street Address: 120 S. Riverside Plaza, 22nd Floor

City: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 23-0920

In the event that improper payment is made, either debit or credit the acct. 23-0920

DO NOT USE THIS SPACE

03/26/2003 TDIAG1 00000174 2254026

01 FC:8521 40.00 00
02 FC:8522 50.00 00

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.

Elliot C. Bankendorf

Name of Person Signing

Signature

03/07/03

Date

Total number of pages including cover sheet, attachments, and

14

TRADEMARK

J L Design Ltd

Zenith Entertainment Ltd
43-45 Dorset Street
London
W1H 4AB

January 29, 2003

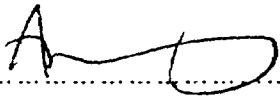
Dear Sirs

**ASSIGNMENT OF VARIOUS TRADE MARKS FROM JL DESIGN LIMITED (FORMERLY
KNOWN AS TWO-CAN PUBLISHING LIMITED) TO ZENITH ENTERTAINMENT PLC**

We confirm that under the Agreement for the sale and purchase of the publishing division of Two-Can Publishing Limited which was executed by us on 24 June 1999, the trade marks in the attached schedule were assigned to Zenith Entertainment Plc together with all goodwill that may have attached to them.

We acknowledge that the assignment of such marks has been recorded at the relevant trade mark registry and confirm that we have no objections to this having been done.

Yours faithfully

A handwritten signature in black ink, appearing to be 'A. D.', written over a horizontal dotted line.

For and on behalf of JL Design Limited

(Formerly known as Two-Can Publishing Limited)

J L Design Ltd, 346 Old Street, London EC1V 9RB

Registered in England No. 214 5231

I hereby certify that this
is a true copy of the
original

DATED 7 January 2002


Tracey Ann Huxley
Solicitor

(1) ACT-TWO LIMITED (FORMERLY KNOWN AS TWO-CAN DESIGN
LIMITED)

and

(2) ZENITH ENTERTAINMENT LIMITED

TRADE MARK ASSIGNMENT

shoosmiths
SOLICITORS

Exchange House
482 Midsummer Boulevard
Milton Keynes
MK9 2SH

Ref. GDA.TZH.96715.1

TRADEMARK
REEL: 002700 FRAME: 0400

THIS ASSIGNMENT is dated this 7 day of February 2002

BETWEEN:

- (1) **ACT-TWO LIMITED (FORMERLY KNOWN AS TWO-CAN DESIGN LIMITED)** a company registered in England under No. 01797430 whose registered office is at 346 Old Street, London EC1V 9NQ (the "Assignor"); and
- (2) **ZENITH ENTERTAINMENT LIMITED** a company incorporated in England under No. 03148461 whose registered office is at 43-45 Dorset Street, London W1H 4AB (the "Assignee").

WHEREAS:

- (A) The Assignor is the proprietor of the trade marks registered in the countries listed in the attached Schedule ("the Trade Marks").
- (B) The Assignor has agreed to assign all its title and interest in and to the Trade Marks to the Assignee for the consideration mentioned below.

NOW THIS ASSIGNMENT WITNESSETH as follows:

1. In consideration of the sum of ONE POUND now paid by the Assignee to the Assignor (the receipt of which sum the Assignor hereby acknowledges) the Assignor **HEREBY ASSIGNS** with full title guarantee to the Assignee absolutely all and any rights title and interest in the Trade Marks in respect of all goods and services for which the marks are registered and any common law rights and all the goodwill in the Assignor's business attaching to the Trade Marks.
2. This Assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Trade Marks (including proceedings against any third party for infringement of the Trade Marks or for passing off or for otherwise infringing the rights of the Assignor in the Trade Marks). The Assignor agrees and undertakes to provide to the Assignee (at its written request) reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Trade Marks and the Assignee shall indemnify the Assignor in respect of all necessary costs and expenses (including all legal costs) reasonably incurred by it in providing the Assignee with such assistance.
3. The Assignor covenants that at the cost and request of the Assignee at any time and from time to time it will execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this Assignment.
4. This Assignment shall be governed by and construed in accordance with the laws of England and the parties hereto submit to the exclusive jurisdiction of the English courts.

SCHEDULE

The Trade Marks

Mark	Country of registration	Registration Number	Class
Jump! Logo	United Kingdom	1303597	16
Jump! Logo	Australia	A467960	16
Jump! Logo	Canada	381424	16
Jump! Logo	New Zealand	173239	16

IN WITNESS WHEREOF this Assignment has been executed by the parties the day and year first above written

SIGNED by
Name AL JARDIN

Title CHAIRMAN

duly authorised for and on behalf of
**ACT-TWO LIMITED (FORMERLY
KNOWN AS TWO-CAN DESIGN LIMITED)**

in the presence of:

at ACT-TWO LTD.

346 OLD ST, LONDON
SIGNED by
Name TIFFANY TURNER

Title DIRECTOR OF LEGAL + BUSINESS AFFAIRS

duly authorised for and on behalf of
ZENITH ENTERTAINMENT LIMITED

in the presence of: MICHELLE TITMUS

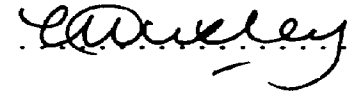
at 43-45 DOCKET STREET

LONDON

N. 14 7NA

I hereby certify that this
is a true copy of the
original

DATED 7 February **2002**



Tracey Ann Huxley
Solicitor

**(1) JL DESIGN LIMITED (FORMERLY KNOWN AS TWO-CAN
PUBLISHING LIMITED)**

and

(2) ZENITH ENTERTAINMENT LIMITED

TRADE MARK ASSIGNMENT

**shoosmiths
SOLICITORS**

Exchange House
482 Midsummer Boulevard
Milton Keynes
MK9 2SH

Ref. GDA.TZH.96715.1

THIS ASSIGNMENT is dated this 7 day of February 2002

BETWEEN:

- (1) **JL DESIGN (FORMERLY KNOWN AS TWO-CAN PUBLISHING LIMITED)** a company registered in England under No. 2145231 whose registered office is at 346 Old Street, London EC1V 9NQ (the "Assignor"); and
- (2) **ZENITH ENTERTAINMENT LIMITED** a company incorporated in England under No. 03148461 whose registered office is at 43-45 Dorset Street, London W1H 4AB (the "Assignee").

WHEREAS:

- (A) The Assignor is the proprietor of the trade marks registered or applied for in the countries listed in the attached Schedule ("the Trade Marks").
- (B) The Assignor has agreed to assign all its title and interest in and to the Trade Marks to the Assignee for the consideration mentioned below.

NOW THIS ASSIGNMENT WITNESSETH as follows:

1. In consideration of the sum of ONE POUND now paid by the Assignee to the Assignor (the receipt of which sum the Assignor hereby acknowledges) the Assignor **HEREBY ASSIGNS** with full title guarantee to the Assignee absolutely all and any rights title and interest in the Trade Marks in respect of all goods and services for which the marks are registered or have been applied for including the benefit of the applications for registration with the intention that when the applications are granted the registrations will vest in the Assignee and any common law rights and all the goodwill in the Assignor's business attaching to the Trade Marks.
2. This Assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Trade Marks (including proceedings against any third party for infringement of the Trade Marks or for passing off or for otherwise infringing the rights of the Assignor in the Trade Marks). The Assignor agrees and undertakes to provide to the Assignee (at its written request) reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Trade Marks and the Assignee shall indemnify the Assignor in respect of all necessary costs and expenses (including all legal costs) reasonably incurred by it in providing the Assignee with such assistance.
3. The Assignor covenants that at the cost and request of the Assignee at any time and from time to time it will execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this Assignment.
4. This Assignment shall be governed by and construed in accordance with the laws of England and the parties hereto submit to the exclusive jurisdiction of the English courts.

16.01.03 - two can publishing trade mark

assignment

TRADEMARK
REEL: 002700 FRAME: 0404

SCHEDULE**The Trade Marks****A Registrations**

Mark	Country of registration	Registration Number	Class
Interfact Logo	Australia	716900	9, 16, 28, 41, 42
Interfact Logo	United States of America	2254026	9, 16
Two-Can Logo	Australia	720338	9, 16, 41
Two-Can Logo	Hong Kong	89690/1998	9
Two-Can Logo	Hong Kong	1390/1998	16
Two-Can Logo	New Zealand	263631	9
Two-Can Logo	New Zealand	263632	16
Two-Can Logo	New Zealand	263633	41
Two-Can Logo	United States of America	2574790	9, 16, 41
Make it work!	United States of America	1905596	16
Two-Can Logo	Singapore	T96/07914G	9
Two-Can Logo	Singapore	T9607915E	16
Two-Can Logo	Singapore	T9607916C	41
Two-Can Logo	South Africa	96/07976	9
Two-Can Logo	South Africa	96/07977	16
Two-Can Logo	South Africa	96/07978	41
Interfact Logo	Canada	828566	-

16.01.03 - two can publishing trade mark

assignment

TRADEMARK
REEL: 002700 FRAME: 0405

B Applications

Mark	Country of registration	Application Number	Class
Interfact Logo	Malaysia	97/62868	9
Interfact Logo	Malaysia	97/02867	16
Interfact Logo	Malaysia	97/62866	28
Interfact Logo	Malaysia	97/20439	41
Interfact Logo	Malaysia	97/20440	42
Two-Can Strip Logo	United States of America		9, 16, 28, 41, 42
Two-Can Logo	Hong Kong	11264/96	41
Two-Can Logo	Malaysia	96/12019	9
Two-Can Logo	Malaysia	96/13855	16
Two-Can Logo	Malaysia	98/11418	41

TWA
A

IN WITNESS WHEREOF this Assignment has been executed by the parties the day and year first above written

SIGNED by)

Name A.C. JARVIS)

Title CHAIRMAN)

duly authorised for and on behalf of)

JL DESIGN LIMITED (FORMERLY KNOWN AS TWO-CAN PUBLISHING LIMITED))

in the presence of:)

at ACT-TWO LTD.
346 OLD ST. LONDON
EC1V 9RB)

SIGNED by)
Name JEFFREY TURNER)

Title DIRECTOR OF CARE AND)
duly authorised for and on behalf of)

ZENITH ENTERTAINMENT LIMITED)
in the presence of: MICHELLE TITMUS)

at 43-45 DOCKET STREET
LONDON
W1A 7NA.)

assignment

16.01.03 - two can publishing trade mark

TRADEMARK
REEL: 002700 FRAME: 0406

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 1797430

The Registrar of Companies for England and Wales hereby certifies that
TWO-CAN DESIGN LTD

having by special resolution changed its name, is now incorporated
under the name of
ACT-TWO LTD

Given at Companies House, Cardiff, the 1st October 1999



C017974300



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

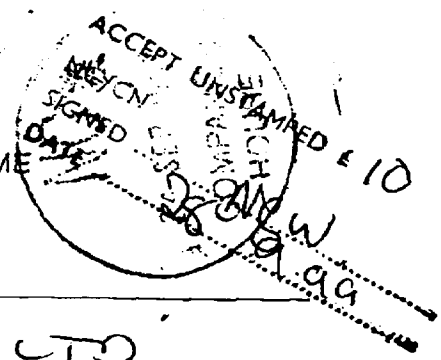


C O M P A N I E S H O U S E

HC0068

TRADEMARK
REEL: 002700 FRAME: 0407

SPECIAL RESOLUTION ON CHANGE OF NAME
COMPANIES ACTS



COMPANY NUMBER 1797430

COMPANY NAME TWO-CAN DESIGN LTD

At an Extraordinary ~~General~~ * / Annual ~~General~~ * / General * Meeting of the members of the above named company, duly convened and held at:

346 OLD STREET LONDON EC1V 9RB

on the 21 day of SEPT 1999

The following Special Resolution was duly passed:

That the name of the Company be changed to:

NEW NAME ACT-TWO LTD

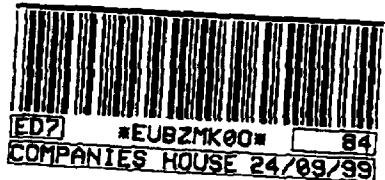
Signature: [Handwritten Signature]
Chairman, Director, Secretary or Officer of the Company

Notes:

* Please delete as appropriate.

NB. The copy Resolution must be filed with the Registrar of Companies within 15 days after the passing of the Resolution. Please insert name and address to which the certificate is to be sent:

KATE BOALER
ACT-TWO LTD
346 OLD STREET
LONDON EC1V 9RB



FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 2145231

The Registrar of Companies for England and Wales hereby certifies that
TWO-CAN PUBLISHING LIMITED

having by special resolution changed its name, is now incorporated
under the name of
J L DESIGN LIMITED

Given at Companies House, Cardiff, the 8th July 1999



C021452317



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E

HC006B

TRADEMARK

REEL: 002700 FRAME: 0409

041924

Certified true copy
of the original
Edward Lewis
Solicitors

125108-095
NEW
02 JUL 1999
2145231
COMPANIES
HOUSE

Edward Lewis 1/7/99

THE COMPANIES ACTS 1985 and 1989

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

TWO-CAN PUBLISHING LIMITED

(Passed as a Special Resolution on 24th June 1999)

Pursuant to Regulation 53 of Table A the Companies Act 1985 as prescribed by Regulations (s805 SI 85) (as amended by s1052 SI 85) made under s8 Companies Act 1985 we being all the members of the above Company entitled to attend and vote at a general meeting of the said Company resolved as follows:-

THAT the name of the Company be changed to J L DESIGN LIMITED.

A. J. O.

For and on behalf of
TWO-CAN DESIGN LIMITED

Signed on this 24th day of June 1999



1802854.01

TRADEMARK