

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAM Systems, L.L.C.		09/07/2005	LTD LIAB JT ST CO: DELAWARE

RECEIVING PARTY DATA

Name:	OpenTV Advertising Holdings, Inc.
Street Address:	275 Sacramento Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2857706	E ECLIPSE
Registration Number:	2288937	ECLIPSE
Registration Number:	2798465	CAM SYSTEMS
Registration Number:	2493025	CAM SYSTEMS
Registration Number:	2299735	CAM SYSTEMS
Registration Number:	2294362	CAM SYSTEMS
Registration Number:	2709842	ADSPEDIA

CORRESPONDENCE DATA

Fax Number: (415)962-5634
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 415-962-5000
 Email: patentadmin@opentv.com
 Correspondent Name: Scott Wornow / OpenTV, Inc.
 Address Line 1: 275 Sacramento Street

CH \$190.00 2857706

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:

Patricia Mathews

Signature:

/patricia mathews/

Date:

09/21/2005

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, CAM Systems, L.L.C., a limited liability company organized and existing under the laws of Delaware, and having a place of business at c/o 1332 Enterprise Drive, West Chester, Pennsylvania 19380 (hereinafter "Assignor") and OpenTV Advertising Holdings, Inc., a corporation organized and existing under the laws of Delaware, and having a place of business at 275 Sacramento Street, San Francisco, California 94111 (hereinafter "Assignee") have entered into an Asset Purchase Agreement, dated September 7, 2005 (the "Asset Purchase Agreement") (the "Agreement") pursuant to which Assignor is obligated to assign to Assignee all right, title and interest to all of its trademarks, service marks, trade dress rights, including all registrations and pending applications set forth in Schedule A (hereinafter the "Marks"); and

WHEREAS, Assignee desires to acquire any and all right, title and interest in and to the Marks, including all registrations and pending applications for such Marks, owned by Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells, transfers and sets over to Assignee, its successors and assigns, the entire right, title and interest in and to the Marks, including all registrations and pending applications for such Marks, together with the goodwill of the business symbolized by the Marks, including the right to sue for all past and future infringements;

AND, Assignor, for the considerations aforesaid, does hereby covenant and agree to and with Assignee, its successors and assigns, that it has the full power to make this assignment, and that the rights assigned are not encumbered by any grant, license or right heretofore given, and that it, its successors or administrators, shall and will do all lawful acts and things and make, execute and deliver without further compensation, any and all other

instruments in writing, further applications, papers, affidavits, powers of attorney, assignments, and other documents which, in the good-faith opinion of counsel for Assignee, its successors and assigns, may be required or necessary to more effectively secure to and vest in Assignee, its successors and assigns, the entire right, title and interest in and to said Marks, including the registrations and pending applications for such Marks, and all rights, benefits, privileges and advantages hereby sold, assigned, transferred and conveyed.

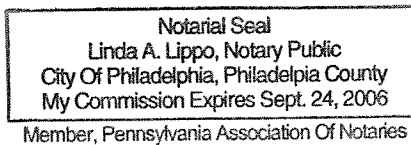
IN WITNESS WHEREOF, Assignor has executed this Assignment on this 7th day of September, 2005.

CAM SYSTEMS, L.L.C.

By: *H Chase*
Name:
Title:

Subscribed before me this 6th day of September, 2005.

Linda A. Lippo
Notary Public



SCHEDULE A TO TRADEMARK ASSIGNMENT

<u>Trademark Name</u>	<u>Registration Number</u>
Eclipse	2,857,706
Eclipse (logo)	2,288,937
CAM Systems	2,798,465
CAM Systems	2,493,025
CAM Systems (logo)	2,299,735
CAM Systems (old logo)	2,294,362
Adspedia	2,709,842