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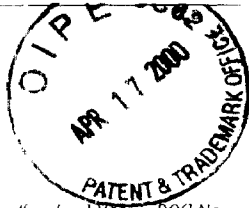
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TRADEMARKS

copy thereof

1. Name of conveying party(ies)
BERNARDINI Marcello



2. Name and Address of receiving party(ies)
Name: PRO MEDIA S.r.l.
Address: 13, Via Vittorio Veneto - 55100 LUCCA - ITALY

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

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- 3 Nature of conveyance:

[XX] Assignment [] Change of Name [] Other
[] Security Agreement [] Merger

Execution Date: January 31, 1999

- 4 Application number(s) or patent number(s). If this document is being filed together with a new application, the execution date of the application is:

Date

- A Patent Application No(s).

29/118,305

- B. Patent No(s).

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Additional numbers attached? [] Yes [XX] No

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

BROWDY AND NEIMARK, P.L.L.C.
624 Ninth Street, N.W.
Suite 300
Washington, D.C. 20001-5303

6. Number of applications and patents involved:
(1)

7. Amount of fee enclosed or authorized to be charged
\$40.00

8. Check no. 25466 in the amount of \$40.00 is attached.

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- 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

S. Neimark (20520)
Norman J. Laiker (Reg. No. 19,903)

Name of Person Signing

[Signature]

Signature

4-14-00

Date

NJL: ct

Total number of pages including cover sheet [02]

ASSIGNMENT

(1) BERNARDINI Marcello

(1--5) Insert Name(s) of
Inventor(s).

(2) _____

(3) _____

(4) _____

(5) _____

In consideration of the sum of one dollar (\$1.00) and other good and valuable considerations paid to each of the undersigned, the undersigned agree(s) to assign, and hereby does assign, transfer and set over to

(6) Insert name of Assignee

(6) PRO.MEDIA S.r.l.

(7) Insert address of Assignee

(7) 13, Via Vittorio Veneto - 55100 LUCCA - Italy

(hereinafter designated as the Assignee) the entire right, title and interest for the United States, its territories, dependencies and possessions, in the invention, and all applications for patent and any Letters Patent which may be granted therefor, known as

(8) Insert Identification of
Invention, such as Title,
Case Number or Foreign
Application Number

(8) SLIPPER

Foreign
Application or
Case No. FI990000056

for which the undersigned has (have) executed an application for patent in the United States of America

(9) Insert Date of Signing of
Application

(9) on _____

(10) Alternative identification
for filed applications

(10) U.S. application Serial Number _____
filed _____

1) The undersigned agree(s) to execute all papers necessary in connection with the application and any continuing or divisional or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient or essential to its full protection and title in and to the invention hereby transferred.

2) The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation or division or re-issue thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.

3) The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States patent to the Assignee.

4) The undersigned agree(s) to communicate to the Assignee or representatives thereof any facts known to me (us) respecting the invention and improvements thereof, and will, upon request, but without expense to me (us), testify in any legal proceedings regarding the invention.

5) The undersigned hereby authorize(s) and request(s) the Commissioner of Patents to issue any and all Letters Patents of the United States resulting from said application or any division or divisions or continuing applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) full right to convey the entire interest herein assigned, and that he has (they have) not executed and will not execute, any agreement in conflict herewith.

6) The undersigned hereby grant(s) the firm of Browdy and Neimark the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office for recordation of this document.

7) This Assignment shall be binding upon my (our) heirs, executors, administrators, and/or assigns, and shall inure to the benefit of the heirs, executors, administrators, successors and/or assigns of the Assignee.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

(1) Date January 31, 1999 Name of Inventor Bernardini Marcello Bernardini Marcello

(2) Date _____ Name of Inventor _____

(3) Date _____ Name of Inventor _____

(4) Date _____ Name of Inventor _____

(5) Date _____ Name of Inventor _____

Date _____ Witness _____