

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
TWO WAY MEDIA LIMITED	05/23/2007

RECEIVING PARTY DATA

Name:	ZOLIN HOLDINGS LLC
Street Address:	287 Bowman Avenue
City:	Purchase
State/Country:	NEW YORK
Postal Code:	10577

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	6934708
Patent Number:	5905523
Patent Number:	6301243
Patent Number:	7073190
Patent Number:	6446262
Patent Number:	6151626
Patent Number:	7103903
Patent Number:	6806889
Patent Number:	6287199
Patent Number:	7095450
Application Number:	09366064
Patent Number:	6515992

CORRESPONDENCE DATA

Fax Number: (714)427-7799

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

PATENT

500520028

REEL: 020837 FRAME: 0182

CH \$480.00 6934708

Phone: 714-427-7020
Email: cneu@swlaw.com
Correspondent Name: Albin H. Gess, SNELL & WILMER L.L.P.
Address Line 1: 600 Anton Boulevard
Address Line 2: Suite 1600
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	42706-0001
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NAME OF SUBMITTER:	Albin H. Gess
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Total Attachments: 16

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TRAVERS SMITH

DATED

23 May

2007

- (1) TWO WAY MEDIA LIMITED**
- (2) ZOLIN HOLDINGS LLC**

**ASSIGNMENT OF PATENTS AND
PATENT APPLICATIONS**

THIS ASSIGNMENT is made on 23 May

2007

BETWEEN:

- (1) **TWO WAY MEDIA LIMITED**, a company incorporated in England with number 4904168 and whose registered office is at 19 Bolsover Street, London W1W 5NA (the "Assignor"); and
- (2) **ZOLIN HOLDINGS LLC**, a company incorporated in Delaware whose registered office is at Riverview at Purchase, 287 Bowman Avenue, Purchase, NY 10577, United States of America (the "Assignee").

WHEREAS:

- (A) The Assignor is the sole registered proprietor of the Patents and the sole beneficial owner of the Applications.
- (B) The Assignor has agreed to assign the Patents and the Applications, subject to any Encumbrances, to the Assignee on the terms and conditions set out in this Assignment.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Assignment (including the Recitals and Schedule), the following words and expressions shall have the meanings ascribed to them below:

Affiliates in respect of any person, that person's successors in title, assigns and any and all persons deriving any right, title or interest in the Rights, including any sub-licensees and contractors of that person and its and their Personnel.

Applications the patent applications listed in Schedule 1 to this Assignment and any other patents or patent applications claiming priority from such applications.

Encumbrances means those encumbrances contained in the agreements appended to this Assignment at Appendix 1.

Group in relation to a company, that company and any parent undertaking of that company and all subsidiary undertakings of that company and its parent

undertaking.

Non-Assert

the assurance of non-assertion set out in clause 2.5.

Patents

the patents listed in Schedule 1 to this Assignment and any other patents or patent applications claiming priority from such patents.

Personnel

any directors, officers, employees, agents, contractors, sub-contractors or professional advisers of a person or any other member of its Group.

Recordal Instrument

means the deed set out in Schedule 2.

Rights

means those rights assigned by the Assignor to the Assignee pursuant to clause 2.1 of this Assignment.

VAT

value added tax.

1.2 For the purposes of this Agreement, "subsidiary undertaking" and "parent undertaking" shall have the meaning ascribed thereto in section 258 and section 259 respectively of the Companies Act 1985.

1.3 Unless the context otherwise requires, references in this Agreement (including the Schedules) to:

1.3.1 any of the masculine, feminine and neuter genders shall include other genders;

1.3.2 the singular shall include the plural and vice versa;

1.3.3 a "person" shall be construed as a reference to any individual, firm, company (including, without limitation, a limited liability company), corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;

1.3.4 a "company" shall include a reference to any body corporate;

1.3.5 any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provision (including all instruments, orders or regulations made thereunder or deriving validity therefrom) as in force at the date of this Agreement and as subsequently re-enacted or consolidated; and

1.3.6 any time or date shall be construed as a reference to the time or date prevailing in England.

1.4 The headings in this Agreement are for convenience only and shall not affect its meaning.

1.5 References to a clause, Schedule or paragraph are (unless otherwise stated) to a clause of or Schedule to this Agreement or to a paragraph of the relevant Schedule. The Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement.

2. ASSIGNMENT

2.1 In consideration of the payment of £222,511.30 plus any applicable VAT by the Assignee (receipt and sufficiency of which is hereby acknowledged), the Assignor hereby assigns, subject to clause 2.2, to the Assignee:

2.1.1 all right, title and interest in and to the Applications (including all rights of action accrued), together with the right to make further patent applications corresponding to the Applications or on the basis of the claims made in the Applications, to the intent that any grant of patents pursuant to the Applications or any other application as referred to in this clause shall be in the name of and shall vest solely in the Assignee; and

2.1.2 all right, title and interest in and to the Patents (including all rights of action accrued).

2.2 The Assignee acknowledges that the Rights are subject to the Encumbrances and to clause 2.5 below.

2.3 The Assignee undertakes, when assigning any of its rights in the Patents or the Applications (or any patents granted pursuant to such Applications), to assign such rights subject to the Encumbrances and the Non-Assert and to ensure that any assignee of or successor in title to such rights gives the same undertaking.

2.4 The Assignor shall, upon execution of this Assignment, pass to the Assignee all original documentation relating to the patents and the Applications save that the Assignor shall be entitled to keep copies of such documentation.

2.5 Furthermore, and without prejudice to clause 2.2, the Assignee undertakes to and for the benefit of the Assignor and the Assignor's Affiliates that the Assignee will neither assert, nor will it grant or assign to any other person, any right, title or interest in the Patents or the Applications that entitle such person to assert any rights under the Patents or the Applications in any way so as to prevent, restrict or limit:

2.5.1 the exercise of any of the rights or benefits contained in the Encumbrances; and/or

2.5.2 the Assignor's use of the Patents or the Applications for internal purposes only (excluding licensing to third parties).

2.6 NOT USED

2.7 The Assignee undertakes to pay to the Assignor within seven days of receipt of the same, a sum equal to (a) 22.5% of the net proceeds received by the Assignee resulting from any sale or other realisation of the Patents after deducting all reasonable costs incurred by the Assignee (excluding any management charges) in maintaining its existence and maintaining and seeking to exploit the Patents, including all costs incurred in connection with achieving any sale or exploitation thereof and, following a sale of all or substantially all of the Patents, the costs of winding up the Assignee as soon as practical thereafter (or a reasonable estimate of such costs of winding up) plus (b) a sum equal to 12.8% of the amount referred to in the foregoing sub-paragraph (a). The Assignor undertakes to use all such monies so received to pay a bonus (after deducting all necessary taxes) to employees of the Assignor as if such monies formed part of the Bonus Pool and were distributable as an Exit Bonus under the Two Way Media limited Exit Bonus Plan in force as at the date of this Agreement.

3. FURTHER ASSURANCE

3.1 The Assignor shall immediately, at the request and expense of the Assignee, render all such assistance, do all acts and execute all documents and, so far as it is able, procure the deposing to or swearing of any declarations or oaths which may be necessary or desirable (in the sole opinion of the Assignee) for vesting, subject to clause 2.2, the Patents and Applications and any other application or patent referred to in this Assignment absolutely in the Assignee and for conferring on the Assignee rights of action in relation to any infringement by third parties of any of the Patents or the Applications which may have occurred prior to the date of this Assignment. The Assignor agrees and undertakes to provide to the Assignee (at the Assignee's request) all such reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Patents or the Applications and the Assignee shall indemnify the Assignor in respect of all costs and expenses (including reasonable legal costs) actually incurred by the Assignor in providing the Assignee with such assistance. Notwithstanding the foregoing, at the Assignee's option, the Assignee may direct that the rights of the Assignee under this clause may be transferred to any third party and that any documents entered into pursuant to this clause 3 shall be entered into by such third party rather than the Assignee.

3.2 In the event that the Assignee has not directed the Assignor to carry out the actions set out in clause 3.1 by 31 August 2007, from and after that date the Assignor shall have the right to carry out all actions under clause 3.1 to vest the Patents and Applications in the Assignee following written notice to the Assignee.

- 3.3 The Assignee (or any third party nominated by the Assignee in clause 3.1) shall bear any and all costs relating to recording its ownership, at any official registry, of the Patents and Applications, and, if required by the relevant registry to record such ownership, the Assignee (or any third party nominated by the Assignee in clause 3.1) shall only be entitled to file evidence of its title using a document in the form of the Recordal Instrument. The Assignee shall not file or permit to be filed this Agreement as evidence of its ownership in any publicly searchable register.

4. CONFIDENTIALITY

The contents of this Agreement shall be kept strictly confidential by both Parties and shall not be disclosed to any third parties; save for any disclosure required by law, or disclosure to any bona fide purchaser (and the advisors of such purchaser) of the Assignor's Business or the Assignee's rights in the Patents and / or Applications who has in each case signed appropriate confidentiality undertakings.

5. ENTIRE AGREEMENT

- 5.1 This Agreement (together with any documents referred to herein or therein or required to be entered into pursuant to this Agreement) contains the entire agreement and understanding of the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement and any such document.

- 5.2 The Assignee acknowledges that it is entering into this Agreement without reliance on any undertaking, warranty or representation given by or on behalf of the Assignor other than as expressly contained in this Agreement, and that all warranties or other similar terms implied by statute, common law or custom are excluded (to the fullest extent permitted by law) provided that nothing in this clause shall limit or exclude the liability of the Assignor for fraud or fraudulent misrepresentation.

6. COUNTERPARTS

This Assignment may be executed as two counterparts and execution by each party of any one of such counterparts shall constitute due execution of this Assignment.

7. RIGHTS OF THIRD PARTIES

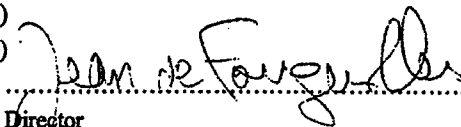

Save as otherwise expressly provided in this Agreement (including through the definition of Affiliates), no provisions of this Agreement which confer rights upon any third party shall be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any such third party.

8. GOVERNING LAW AND JURISDICTION

This Assignment shall be governed by, and construed in accordance with, the laws of England and Wales and each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

THIS ASSIGNMENT has been duly executed by the parties on the date first stated above.

EXECUTED by TWO WAY
MEDIA LIMITED
acting by:

)
)
) 
.....
Director

.....
Director/Secretary

EXECUTED by ZOLIN
HOLDINGS LLC
acting by:

)
)
)
.....
Authorised Signatory

8. **GOVERNING LAW AND JURISDICTION**

This Assignment shall be governed by, and construed in accordance with, the laws of England and Wales and each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

THIS ASSIGNMENT has been duly executed by the parties on the date first stated above.

EXECUTED by TWO WAY
MEDIA LIMITED
acting by:

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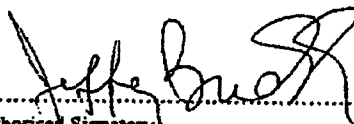
.....
Director

.....
Director/Secretary

EXECUTED by ZOLIN
HOLDINGS LLC
acting by:

)
)
)

.....
Authorised Signatory



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SCHEDULE 1

The Patents and Applications

<u>GJE Ref</u>	<u>Client's Reference</u>	<u>Country</u>	<u>Applicant Name</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Publn/Grant No.</u>	<u>Grant Date</u>
RSJ05800US	Active Scoring Algorithm	US	Two Way Media Limited	09/376244	18/08/1999	6934708	23/08/2005
RSJ05800CA	Active Scoring Algorithm	CA	Two Way Media Limited	2279890	10/08/1999		
RSJ05800EP	Active Scoring Algorithm	AT	Two Way Media Limited	99306628.1	20/08/1999	0988876	02/05/2003
RSJ05800EP	Active Scoring Algorithm	DE	Two Way Media Limited	99306628.1	20/08/1999	0988876	02/05/2003
RSJ05800EP	Active Scoring Algorithm	ES	Two Way Media Limited	99306628.1	20/08/1999	0988876	02/05/2003
RSJ05800EP	Active Scoring Algorithm	FR	Two Way Media Limited	99306628.1	20/08/1999	0988876	02/05/2003
RSJ05800EP	Active Scoring Algorithm	GB	Two Way Media Limited	99306628.1	20/08/1999	0988876	02/05/2003
RSJ05800EP	Active Scoring Algorithm	IT	Two Way TV Limited	99306628.1	20/08/1999	0988876	02/05/2003
RSJ05800EP	Active Scoring Algorithm	NL	Two Way Media Limited	99306628.1	20/08/1999	0988876	02/05/2003
RSJ05800EP	Active Scoring Algorithm	PT	Two Way Media Limited	99306628.1	20/08/1999	0988876	02/05/2003
RSJ05800EP	Active Scoring Algorithm	SE	Two Way Media Limited	99306628.1	20/08/1999	0988876	02/05/2003
RSJ06142EP	Capture of Viewing Figures	BE	Two Way Media Limited	00303829.6	08/05/2000	1052854	29/01/2003
RSJ06142EP	Capture of Viewing Figures	CH	Two Way Media Limited	00303829.6	08/05/2000	1052854	29/01/2003
RSJ06142EP	Capture of Viewing Figures	DE	Two Way Media Limited	00303829.6	08/05/2000	1052854	29/01/2003
RSJ06142EP	Capture of Viewing Figures	ES	Two Way Media Limited	00303829.6	08/05/2000	1052854	29/01/2003
RSJ06142EP	Capture of Viewing Figures	FR	Two Way Media Limited	00303829.6	08/05/2000	1052854	29/01/2003
RSJ06142EP	Capture of Viewing Figures	GB	Two Way Media Limited	00303829.6	08/05/2000	1052854	29/01/2003
RSJ06142EP	Capture of Viewing Figures	IT	Two Way TV Limited	00303829.6	08/05/2000	1052854	29/01/2003
RSJ06142EP	Capture of Viewing Figures	NL	Two Way Media Limited	00303829.6	08/05/2000	1052854	29/01/2003
RSJ06142EP	Capture of Viewing Figures	SE	Two Way Media Limited	00303829.6	08/05/2000	1052854	29/01/2003
RSJ06142US	Capture of Viewing Figures	US	Two Way Media Limited	09/569152	11/05/2000	7103903	05/09/2006

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<u>GJE Ref</u>	<u>Client's Reference</u>	<u>Country</u>	<u>Applicant Name</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Publn/Grant No.</u>	<u>Grant Date</u>
RSJ06142CA	Capture of Viewing Figures	CA	Two Way Media Limited	2307901	09/05/2000		
RSJ05796US	Delayed Program Start	US	Two Way Media Limited	09/453665	03/12/1999	6806889	19/10/2004
RSJ05796CA	Delayed Program Start	CA	Two Way Media Limited	2289826	15/11/1999		
RSJ05796EP	Delayed Program Start	AT	Two Way Media Limited	99309185.9	18/11/1999	1005885	28/05/2003
RSJ05796EP	Delayed Program Start	DE	Two Way Media Limited	99309185.9	18/11/1999	1005885	28/05/2003
RSJ05796EP	Delayed Program Start	ES	Two Way Media Limited	99309185.9	18/11/1999	1005885	28/05/2003
RSJ05796EP	Delayed Program Start	FR	Two Way Media Limited	99309185.9	18/11/1999	1005885	28/05/2003
RSJ05796EP	Delayed Program Start	GB	Two Way Media Limited	99309185.9	18/11/1999	1005885	28/05/2003
RSJ05796EP	Delayed Program Start	IT	Two Way TV Limited	99309185.9	18/11/1999	1005885	28/05/2003
RSJ05796EP	Delayed Program Start	NL	Two Way Media Limited	99309185.9	18/11/1999	1005885	28/05/2003
RSJ05796EP	Delayed Program Start	PT	Two Way Media Limited	99309185.9	18/11/1999	1005885	28/05/2003
RSJ05796EP	Delayed Program Start	SE	Two Way Media Limited	99309185.9	18/11/1999	1005885	28/05/2003
30/4095/04	Handset Interface	US	Two Way Media Limited	08/672591	14/10/1994	5905523	18/05/1999
30/4095/02	Handset Interface	AT	Two Way Media Limited	94307570.5	14/10/1994	0649102	17/05/2000
30/4095/02	Handset Interface	DE	Two Way Media Limited	94307570.5	14/10/1994	0649102	17/05/2000
30/4095/02	Handset Interface	ES	Two Way Media Limited	94307570.5	14/10/1994	0649102	17/05/2000
30/4095/02	Handset Interface	FR	Two Way Media Limited	94307570.5	14/10/1994	0649102	17/05/2000
30/4095/02	Handset Interface	GB	Two Way Media Limited	94307570.5	14/10/1994	0649102	17/05/2000
30/4095/02	Handset Interface	IT	Two Way TV Limited	94307570.5	14/10/1994	0649102	17/05/2000
30/4095/02	Handset Interface	NL	Two Way Media Limited	94307570.5	14/10/1994	0649102	17/05/2000
30/4095/02	Handset Interface	PT	Two Way Media Limited	94307570.5	14/10/1994	0649102	17/05/2000
30/4095/02	Handset Interface	SE	Two Way Media Limited	94307570.5	14/10/1994	0649102	17/05/2000
RSJ05365US	Handset Multiplexing	US	Two Way Media Limited	09/203967	02/12/1998	6301243	09/10/2001
RSJ05365CA	Handset Multiplexing	CA	Two Way Media Limited	2252074	25/11/1998	2252074	12/07/2005
RSJ05365EP	Handset Multiplexing	AT	Two Way Media Limited	98309542.3	23/11/1998	0921657	12/02/2003

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<u>GJE Ref</u>	<u>Client's Reference</u>	<u>Country</u>	<u>Applicant Name</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Publn/Grant No.</u>	<u>Grant Date</u>
RSJ05365EP	Handset Multiplexing	DE	Two Way Media Limited	98309542.3	23/11/1998	0921657	12/02/2003
RSJ05365EP	Handset Multiplexing	ES	Two Way Media Limited	98309542.3	23/11/1998	0921657	12/02/2003
RSJ05365EP	Handset Multiplexing	FR	Two Way Media Limited	98309542.3	23/11/1998	0921657	12/02/2003
RSJ05365EP	Handset Multiplexing	GB	Two Way Media Limited	98309542.3	23/11/1998	0921657	12/02/2003
RSJ05365EP	Handset Multiplexing	IT	Two Way TV Limited	98309542.3	23/11/1998	0921657	12/02/2003
RSJ05365EP	Handset Multiplexing	NL	Two Way Media Limited	98309542.3	23/11/1998	0921657	12/02/2003
RSJ05365EP	Handset Multiplexing	PT	Two Way Media Limited	98309542.3	23/11/1998	0921657	12/02/2003
RSJ05365EP	Handset Multiplexing	SE	Two Way Media Limited	98309542.3	23/11/1998	0921657	12/02/2003
RSJ04910EP	Interactive Advertising	BE	Two Way Media Limited	96303969.8	31/05/1996	0745948	03/04/2002
RSJ04910EP	Interactive Advertising	CH	Two Way Media Limited	96303969.8	31/05/1996	0745948	03/04/2002
RSJ04910EP	Interactive Advertising	DE	Two Way Media Limited	96303969.8	31/05/1996	0745948	03/04/2002
RSJ04910EP	Interactive Advertising	ES	Two Way Media Limited	96303969.8	31/05/1996	0745948	03/04/2002
RSJ04910EP	Interactive Advertising	FR	Two Way Media Limited	96303969.8	31/05/1996	0745948	03/04/2002
RSJ04910EP	Interactive Advertising	GB	Two Way Media Limited	96303969.8	31/05/1996	0745948	03/04/2002
RSJ04910EP	Interactive Advertising	IE	Two Way Media Limited	96303969.8	31/05/1996	0745948	03/04/2002
RSJ04910EP	Interactive Advertising	IT	Two Way TV Limited	96303969.8	31/05/1996	0745948	03/04/2002
RSJ04910EP	Interactive Advertising	NL	Two Way Media Limited	96303969.8	31/05/1996	0745948	03/04/2002
RSJ04910EP	Interactive Advertising	SE	Two Way Media Limited	96303969.8	31/05/1996	0745948	03/04/2002
RSJ04911EP	League Play	BE	Two Way Media Limited	96303867.4	30/05/1996	0745412	15/03/2000
RSJ04911EP	League Play	CH	Two Way Media Limited	96303867.4	30/05/1996	0745412	15/03/2000
RSJ04911EP	League Play	DE	Two Way Media Limited	96303867.4	30/05/1996	0745412	15/03/2000
RSJ04911EP	League Play	ES	Two Way Media Limited	96303867.4	30/05/1996	0745412	15/03/2000
RSJ04911EP	League Play	FR	Two Way Media Limited	96303867.4	30/05/1996	0745412	15/03/2000
RSJ04911EP	League Play	GB	Two Way Media Limited	96303867.4	30/05/1996	0745412	15/03/2000
RSJ04911EP	League Play	IE	Two Way Media Limited	96303867.4	30/05/1996	0745412	15/03/2000

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<u>G/E Ref</u>	<u>Client's Reference</u>	<u>Country</u>	<u>Applicant Name</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Publn/Grant No.</u>	<u>Grant Date</u>
RSJ04911EP	League Play	IT	Two Way TV Limited	96303867.4	30/05/1996	0745412	15/03/2000
RSJ04911EP	League Play	LU	Two Way Media Limited	96303867.4	30/05/1996	0745412	15/03/2000
RSJ04911EP	League Play	NL	Two Way Media Limited	96303867.4	30/05/1996	0745412	15/03/2000
RSJ04911EP	League Play	SE	Two Way Media Limited	96303867.4	30/05/1996	0745412	15/03/2000
RSJ05080US	LIPS	US	Two Way Media Limited	09/064118	21/04/1998	6287199	11/09/2001
RSJ05080CA	LIPS	CA	Two Way Media Limited	2231946	22/04/1998		
RSJ05080EP	LIPS	DE	Two Way Media Limited	98302964.6	16/04/1998	0873772	19/03/2003
RSJ05080EP	LIPS	ES	Two Way Media Limited	98302964.6	16/04/1998	0873772	19/03/2003
RSJ05080EP	LIPS	FR	Two Way Media Limited	98302964.6	16/04/1998	0873772	19/03/2003
RSJ05080EP	LIPS	GB	Two Way Media Limited	98302964.6	16/04/1998	0873772	19/03/2003
RSJ05080EP	LIPS	IE	Two Way Media Limited	98302964.6	16/04/1998	0873772	19/03/2003
RSJ05080EP	LIPS	IT	Two Way TV Limited	98302964.6	16/04/1998	0873772	19/03/2003
RSJ05080EP	LIPS	NL	Two Way Media Limited	98302964.6	16/04/1998	0873772	19/03/2003
RSJ05738US	Multichannel Game	US	Two Way Media Limited	09/446296	18/06/1998	7095450	22/08/2006
RSJ05738EP	Multichannel Game	BE	Two Way Media Limited	98930899.4	18/06/1998	0989892	02/05/2002
RSJ05738EP	Multichannel Game	CH	Two Way Media Limited	98930899.4	18/06/1998	0989892	02/05/2002
RSJ05738EP	Multichannel Game	DE	Two Way Media Limited	98930899.4	18/06/1998	0989892	02/05/2002
RSJ05738EP	Multichannel Game	ES	Two Way Media Limited	98930899.4	18/06/1998	0989892	02/05/2002
RSJ05738EP	Multichannel Game	FR	Two Way Media Limited	98930899.4	18/06/1998	0989892	02/05/2002
RSJ05738EP	Multichannel Game	GB	Two Way Media Limited	98930899.4	18/06/1998	0989892	02/05/2002
RSJ05738EP	Multichannel Game	IE	Two Way Media Limited	98930899.4	18/06/1998	0989892	02/05/2002
RSJ05738EP	Multichannel Game	IT	Two Way TV Limited	98930899.4	18/06/1998	0989892	02/05/2002
RSJ05738EP	Multichannel Game	NL	Two Way Media Limited	98930899.4	18/06/1998	0989892	02/05/2002
RSJ05801US	Multiple Architectures	US	Two Way Media Limited	98930899.4	18/06/1998	0989892	02/05/2002
				09/366064	02/08/1999		

056622207/SNE/SNB

<u>GJE Ref</u>	<u>Client's Reference</u>	<u>Country</u>	<u>Applicant Name</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Publn/Grant No.</u>	<u>Grant Date</u>
RSJ05801CA	Multiple Architectures	CA	Two Way Media Limited	2279069	28/07/1999	2279069	21/11/2006
RSJ05801EP	Multiple Architectures	AT	Two Way Media Limited	98307353.7	11/09/1998	1003313	17/11/2004
RSJ05801EP	Multiple Architectures	DE	Two Way Media Limited	98307353.7	11/09/1998	1003313	17/11/2004
RSJ05801EP	Multiple Architectures	ES	Two Way Media Limited	98307353.7	11/09/1998	1003313	17/11/2004
RSJ05801EP	Multiple Architectures	FR	Two Way Media Limited	98307353.7	11/09/1998	1003313	17/11/2004
RSJ05801EP	Multiple Architectures	GB	Two Way Media Limited	98307353.7	11/09/1998	1003313	17/11/2004
RSJ05801EP	Multiple Architectures	IT	Two Way Media Limited	98307353.7	11/09/1998	1003313	17/11/2004
RSJ05801EP	Multiple Architectures	NL	Two Way Media Limited	98307353.7	11/09/1998	1003313	17/11/2004
RSJ05801EP	Multiple Architectures	PT	Two Way Media Limited	98307353.7	11/09/1998	1003313	17/11/2004
RSJ05801EP	Multiple Architectures	SE	Two Way Media Limited	98307353.7	11/09/1998	1003313	17/11/2004
RSJ05899EP	Security	BE	Two Way Media Limited	00303282.8	18/04/2000	1050328	18/12/2002
RSJ05899EP	Security	CH	Two Way Media Limited	00303282.8	18/04/2000	1050328	18/12/2002
RSJ05899EP	Security	DE	Two Way Media Limited	00303282.8	18/04/2000	1050328	18/12/2002
RSJ05899EP	Security	ES	Two Way Media Limited	00303282.8	18/04/2000	1050328	18/12/2002
RSJ05899EP	Security	FR	Two Way Media Limited	00303282.8	18/04/2000	1050328	18/12/2002
RSJ05899EP	Security	GB	Two Way Media Limited	00303282.8	18/04/2000	1050328	18/12/2002
RSJ05899EP	Security	IT	Two Way TV Limited	00303282.8	18/04/2000	1050328	18/12/2002
RSJ05899EP	Security	NL	Two Way Media Limited	00303282.8	18/04/2000	1050328	18/12/2002
RSJ05899EP	Security	SE	Two Way Media Limited	00303282.8	18/04/2000	1050328	18/12/2002
RSJ05899US	Security	US	Two Way Media Limited	09/563542	01/05/2000	7073190	04/07/2006
RSJ05899CA	Security	CA	Two Way Media Limited	2307266	01/05/2000		
RSJ05898US	Status Flag	US	Two Way Media Limited	09/419332	15/10/1999	6446262	03/09/2002
RSJ05898CA	Status Flag	CA	Two Way Media Limited	2287617	25/10/1999		
RSJ05364US	Time Stamping	US	Two Way Media Limited	09/203458	02/12/1998	6515992	04/02/2003
RSJ05364CA	Time Stamping	CA	Two Way Media Limited	2252021	18/11/1998		

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<u>GJE Ref</u>	<u>Client's Reference</u>	<u>Country</u>	<u>Applicant Name</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Publn/Grant No.</u>	<u>Grant Date</u>
RSJ05364EP	Time Stamping	AT	Two Way Media Limited	97309664.7	02/12/1997	0920891	23/10/2002
RSJ05364EP	Time Stamping	DE	Two Way Media Limited	97309664.7	02/12/1997	0920891	23/10/2002
RSJ05364EP	Time Stamping	ES	Two Way Media Limited	97309664.7	02/12/1997	0920891	23/10/2002
RSJ05364EP	Time Stamping	FR	Two Way Media Limited	97309664.7	02/12/1997	0920891	23/10/2002
RSJ05364EP	Time Stamping	GB	Two Way Media Limited	97309664.7	02/12/1997	0920891	23/10/2002
RSJ05364EP	Time Stamping	IT	Two Way TV Limited	97309664.7	02/12/1997	0920891	23/10/2002
RSJ05364EP	Time Stamping	NL	Two Way Media Limited	97309664.7	02/12/1997	0920891	23/10/2002
RSJ05364EP	Time Stamping	PT	Two Way Media Limited	97309664.7	02/12/1997	0920891	23/10/2002
RSJ05364EP	Time Stamping	SE	Two Way Media Limited	97309664.7	02/12/1997	0920891	23/10/2002
RSJ05069US	Tokens	US	Two Way Media Limited	09/019892	06/02/1998	6151626	21/11/2000
RSJ05069CA	Tokens	CA	Two Way Media Limited	2225317	30/01/1998	2225317	09/01/2007
RSJ05069EP	Tokens	BE	Two Way Media Limited	98300357.5	19/01/1998	0858225	24/07/2002
RSJ05069EP	Tokens	CH	Two Way Media Limited	98300357.5	19/01/1998	0858225	24/07/2002
RSJ05069EP	Tokens	DE	Two Way Media Limited	98300357.5	19/01/1998	0858225	24/07/2002
RSJ05069EP	Tokens	ES	Two Way Media Limited	98300357.5	19/01/1998	0858225	24/07/2002
RSJ05069EP	Tokens	FR	Two Way Media Limited	98300357.5	19/01/1998	0858225	24/07/2002
RSJ05069EP	Tokens	GB	Two Way Media Limited	98300357.5	19/01/1998	0858225	24/07/2002
RSJ05069EP	Tokens	IT	Two Way TV Limited	98300357.5	19/01/1998	0858225	24/07/2002
RSJ05069EP	Tokens	NL	Two Way Media Limited	98300357.5	19/01/1998	0858225	24/07/2002
RSJ05069EP	Tokens	SE	Two Way Media Limited	98300357.5	19/01/1998	0858225	24/07/2002
RSJ05095CA	Variable Priority	CA	Two Way Media Limited	2229772	18/03/1998	0866614	03/07/2002
RSJ05095EP	Variable Priority	BE	Two Way Media Limited	98301897.9	13/03/1998	0866614	03/07/2002
RSJ05095EP	Variable Priority	CH	Two Way Media Limited	98301897.9	13/03/1998	0866614	03/07/2002
RSJ05095EP	Variable Priority	DE	Two Way Media Limited	98301897.9	13/03/1998	0866614	03/07/2002
RSJ05095EP	Variable Priority	ES	Two Way Media Limited	98301897.9	13/03/1998	0866614	03/07/2002

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RSJ05095EP	Variable Priority	FR	Two Way Media Limited	98301897.9	13/03/1998	0866614	03/07/2002
RSJ05095EP	Variable Priority	GB	Two Way Media Limited	98301897.9	13/03/1998	0866614	03/07/2002
RSJ05095EP	Variable Priority	IT	Two Way TV Limited	98301897.9	13/03/1998	0866614	03/07/2002
RSJ05095EP	Variable Priority	NL	Two Way Media Limited	98301897.9	13/03/1998	0866614	03/07/2002
RSJ05095EP	Variable Priority	SE	Two Way Media Limited	98301897.9	13/03/1998	0866614	03/07/2002

056422207/IN/EN/8

AMENDMENT TO THE ASSIGNMENT, DATED MAY 23, 2007

This amendment to the Assignment (hereinafter defined) ("Amendment"), effective April 9, 2008 ("Effective Date"), is made and entered into by and between ZOLIN HOLDINGS LLC, a company incorporated in Delaware whose registered office is at Riverview at Purchase, 287 Bowman Avenue, Purchase, New York 10577, United States of America ("ZOLIN"); and TWO WAY MEDIA LIMITED, a company incorporated in England with number 4904168 and whose registered office is at 19 Bolsover Street, London W1W 5NA ("TWO WAY"), together the "Parties" and each a "Party".

RECITALS:

A. ZOLIN and TWO WAY are parties to that certain Assignment, dated as of May 23, 2007 ("Assignment"); and

B. ZOLIN and TWO WAY desire to amend the Assignment as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

All capitalized terms not otherwise defined herein shall have the meaning as set forth in the Assignment. The Parties acknowledge and agree that this Amendment amends, and supersedes in part, the Assignment in accordance with the terms set forth herein.

- A. **Confidentiality.** The Parties agree that the Assignment and this Amendment may be recorded and published in the United States Patent and Trademark Office and any foreign office equivalent.
- B. **Binding Effect.** Except as modified pursuant to this Amendment, the Assignment shall remain unchanged and in full force and effect. The Parties acknowledge and agree that in the event of any conflict between the terms amended pursuant to this Amendment and the other terms of the Assignment, the terms of this Amendment shall govern.
- C. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.
- D. **Authority.** Each Party represents and warrants to the other Party that this Amendment is being executed by the authorized representatives of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the Effective Date.

ZOLIN HOLDINGS LLC

By: Name: ROBERT A. SCHMITZTitle: AUTHORIZED PERSON

TWO WAY MEDIA LIMITED

By: Name: Jean de FoucaultTitle: CEO, Two Way Media

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