

**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
Headplay, Inc.		07/12/2007	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Headplay (Barbados) Inc.
Street Address:	Chamberlain Place, Broad Street
City:	Bridgetown
State/Country:	BARBADOS
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78876790	FACE THE FUTURE
Serial Number:	76557228	HEADPLAY
Serial Number:	78952772	HEADPLAY PCS
Serial Number:	78952779	HEADPLAY PERSONAL CINEMA SYSTEM
Serial Number:	77007938	LIBERATOR
Serial Number:	77047389	NEVER LOOKED BETTER
Serial Number:	78876918	NOW YOU HAVE THE FREEDOM, USE IT
Serial Number:	78801468	RIGHT BEFORE YOUR EYES
Serial Number:	77047393	YOU NEVER LOOKED BETTER

CORRESPONDENCE DATA

Fax Number: (216)241-1666  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (216)861-5582  
 Email: jmoldovanyi@faysharpe.com  
 Correspondent Name: Jay F. Moldovanyi  
 Address Line 1: 1100 Superior Avenue, Seventh Floor

OP \$240.00 78876790

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:

BTJZ 500209

DOMESTIC REPRESENTATIVE

Name: Jay F. Moldovanyi

Address Line 1: 1100 Superior Avenue, Seventh Floor

Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:

Jay F. Moldovanyi

Signature:

/jfm/

Date:

10/17/2007

Total Attachments: 2

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## ASSIGNMENT OF TRADEMARK

WHEREAS HEADPLAY, INC. ("Assignor"), whose principal office or place of business is #310, 6940 Fisher Rd. S.E., Calgary, Alberta, T2H 0W3, has agreed to transfer to HEADPLAY (BARBADOS) INC. ("Assignee"), whose principal office or place of business is Chamberlain Place, Broad Street, Bridgetown, Barbados, the trademarks in the attached Schedule "A", and all goodwill and reputation attached thereto and all rights in any matured cause of action related thereto in the United States and throughout the World (all of which is hereinafter called the "Trademarks"); and

WHEREAS Assignee, is desirous of acquiring all right, title and interest in and to the said Trademarks, all goodwill and reputation attached thereto and all rights in any matured cause of action related thereto;

NOW THEREFORE in consideration of the terms of an Agreement between the Assignor and the Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, hereby sells, assigns, transfers and sets over unto the said Assignee, the entire and exclusive right, title and interest in and to said Trademarks, including all goodwill and reputation attached or related thereto and any matured cause of action related to said Trademarks.

EXECUTED in the City of Calgary, in the Province of Alberta, this 12 day of July, 2007.

HEADPLAY INC.

Per: 

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IAN T. TWEEDIE  
CHIEF FINANCIAL OFFICER

**SCHEDULE "A"**

<b>TRADEMARK</b>	<b>REGISTRATION/SERIAL NUMBER</b>
FACE THE FUTURE	78/876790
HEADPLAY	76/557228
HEADPLAY PCS	78/952772
HEADPLAY PERSONAL CINEMA SYSTEM	78/952779
LIBERATOR	77/007938
NEVER LOOKED BETTER	77/047389
NOW YOU HAVE THE FREEDOM, USE IT	78/876918
RIGHT BEFORE YOUR EYES	78/801468
YOU NEVER LOOKED BETTER	77/047393

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