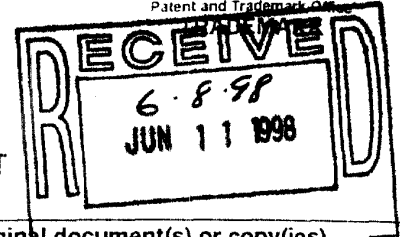


06-30-1998



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6-8-98

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies)

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

#### Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year \_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name INTERPLAY PRODUCTIONS

Execution Date  
Month Day Year  
05291998

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization CALIFORNIA

#### Receiving Party

Mark if additional names of receiving parties attached

Name INTERPLAY ENTERTAINMENT CORP.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 16815 VON KARMAN AVENUE

Address (line 2) \_\_\_\_\_

Address (line 3) IRVINE

CALIFORNIA/U.S.A

92606

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization DELAWARE

#### FOR OFFICE USE ONLY

06/29/1998 DCBATES 00000108 74609641

01 FC:481  
02 FC:482

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50.00 OP

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Mail documents to be recorded with required cover sheet (S) Information & R K  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 1746 FRAME: 0441

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

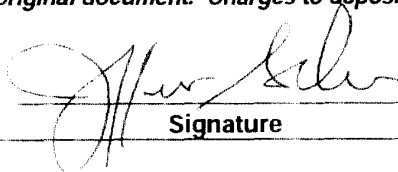
No

**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. Charges to deposit account are authorized, as indicated herein.

Jefferson F. Scher

Name of Person Signing



Signature

June 8, 1998

Date Signed

State of Delaware  
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"INTERPLAY PRODUCTIONS", A CALIFORNIA CORPORATION,

WITH AND INTO "INTERPLAY ENTERTAINMENT CORP." UNDER THE NAME OF "INTERPLAY ENTERTAINMENT CORP.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF MAY, A.D. 1998, AT 9:01 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2863602 8100M

981206609



*Edward J. Freel*  
Secretary of State

9109492

05-29-98

TRADEMARK

REEL: 1746 FRAME: 0443

**AGREEMENT AND PLAN OF MERGER  
OF INTERPLAY ENTERTAINMENT CORP.,  
a Delaware corporation**

**AND**

**INTERPLAY PRODUCTIONS,  
a California corporation**

THIS AGREEMENT AND PLAN OF MERGER, dated as of May 29, 1998 (this "Agreement"), is between Interplay Entertainment Corp., a Delaware corporation ("Subsidiary"), and Interplay Productions, a California corporation ("Parent"), which corporations are sometimes referred to herein as the "Constituent Corporations."

**RECITALS**

A. Subsidiary is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 55,000,000 shares, 50,000,000 of which are designated "Common Stock," \$0.001 par value, and 5,000,000 of which are designated "Preferred Stock," \$0.001 par value. As of March 2, 1998, 1,000 shares of Common Stock were issued and outstanding, all of which were held by Parent. No shares of Preferred Stock were outstanding.

B. Parent is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 90,000,000 shares, all of which are designated "Common Stock," no par value. As of May 21, 1998, 10,953,028 shares of Common Stock were outstanding.

C. The Board of Directors of Parent has determined that, for the purpose of effecting the reincorporation of Parent in the State of Delaware, it is advisable and in the best interests of Parent and its shareholders that Parent merge with and into Subsidiary upon the terms and conditions herein provided.

D. The respective Boards of Directors of Subsidiary and Parent have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective stockholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Subsidiary and Parent hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

**I.  
MERGER**

**1.1 Merger.** In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California General Corporation Law, Parent shall be merged with and into Subsidiary (the "Merger"), the separate existence of Parent shall cease and Subsidiary shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be "Interplay Entertainment Corp."

**1.2 Filing and Effectiveness.** The Merger shall become effective when the following actions have been completed:

(a) This Agreement has been adopted and approved by the stockholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the California General Corporation Law;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement have been satisfied or duly waived by the party entitled to satisfaction thereof; and

(c) An executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law has been filed with the Secretary of State of the State of Delaware.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

**1.3 Effect of the Merger.** Upon the Effective Date of the Merger, the separate existence and corporate organization of Parent shall cease and Subsidiary, as the Surviving Corporation, shall continue its corporate existence under the laws of the State of Delaware.

## **II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS**

**2.1 Certificate of Incorporation.** The Certificate of Incorporation of Subsidiary as in effect immediately before the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended or repealed in accordance with the provisions thereof and applicable law.

**2.2 Bylaws.** The Bylaws of Subsidiary as in effect immediately before the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended or repealed in accordance with the provisions thereof and applicable law.

**2.3 Directors and Officers.** The directors and officers of Parent immediately before the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until the expiration of their current terms and until their successors have been duly elected and qualified, or until their prior resignation, removal or death, subject to the Certificate of Incorporation and the Bylaws of the Surviving Corporation.

**III.  
MANNER OF CONVERSION OF STOCK**

**3.1 Parent Shares.** Upon the Effective Date of the Merger:

(a) Each share of Common Stock, no par value, of Parent, issued and outstanding immediately before the Effective Date of the Merger shall by virtue of the Merger and without any action by the Constituent Corporations, by the holder of such shares or by any other person be converted into and exchanged for one (1) fully paid and nonassessable shares of Common Stock, \$0.001 par value, of the Surviving Corporation.

**3.2 Parent Options.** Upon the Effective Date of the Merger, the Surviving Corporation shall assume and continue Parent's 1997 Stock Option Plan and all other employee benefit plans of Parent. A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of stock options, equal to the number of shares of Parent's Common Stock so reserved immediately before the Effective Date of the Merger.

**3.3 Subsidiary Common Stock.** Upon the Effective Date of the Merger, each share of Common Stock, \$0.001 par value, of Subsidiary issued and outstanding immediately before the Effective Date of the Merger shall, by virtue of the Merger and without any action by Subsidiary, by the holder of such shares or by any other person be canceled and returned to the status of authorized but unissued shares.

**3.4 Exchange of Certificates.** After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Common Stock of Parent may, at such stockholder's option, surrender the same for cancellation to the Surviving Corporation or to its transfer agent (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Common Stock of Parent shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock, as adjusted pursuant to Section 3.1 above, into which such shares of Common Stock of Parent were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate has been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to restrictions on transferability as the certificates of Parent so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of Subsidiary stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of Subsidiary that such tax has been paid or is not payable.

#### IV. TRANSFER OF ASSETS AND LIABILITIES

**4.1 Transfer of Assets and Liabilities.** On the Effective Date, (i) the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all the disabilities, duties and restrictions of or upon each of the Constituent Corporations; (ii) all rights, privileges, powers and franchises of each of the Constituent Corporations, all property, real, personal and mixed, of each of the Constituent Corporations, all debts due to each of the Constituent Corporations on whatever account and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; (iii) all property, rights, privileges, powers and franchises, as well as all other interests, shall be as effectively the property of the Surviving Corporation as they were of the Constituent Corporations before the Effective Date; and (iv) the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert to either of the Constituent Corporations or be in any way impaired by reason of the Merger. Notwithstanding the foregoing, (i) the liabilities of the Constituent Corporations and of their stockholders, directors and officers shall not be affected by the Merger; (ii) all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired notwithstanding the Merger; and (iii) any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place; provided, however, that the claims and rights of the creditors of either or both of the Constituent Corporations may be modified with the consent of such creditors; and, provided further, that all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation and accordingly may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

**4.2 Further Assurances.** From time to time, as and when required by Subsidiary or by its successors or assigns, there shall be executed and delivered on behalf of Parent such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Subsidiary the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Parent and otherwise to carry out the purposes of this Agreement, and the officers and directors of Subsidiary are fully authorized in the name and on behalf of Parent or otherwise to take all such actions and to execute and deliver all such deeds and other instruments.

**V.**  
**GENERAL**

**5.1 Covenants of Subsidiary.** Subsidiary covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) Qualify to do business as a foreign corporation in the State of California and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the California General Corporation Law.

(b) File all documents with the California Franchise Tax Board necessary for the assumption by Subsidiary of all of the franchise tax liabilities of Parent.

(c) Take such other actions as may be required by the California General Corporation Law.

**5.2 Deferral.** Consummation of the merger may be deferred by the Board of Directors of Parent for a reasonable period of time if the Board of Directors determines that deferral would be in the best interests of Parent and its shareholders.

**5.3 Amendment.** The parties hereto, by mutual consent of their respective Boards of Directors, may amend, modify or supplement this Agreement in such manner as may be agreed upon by them in writing at any time before or after adoption and approval of this Agreement by the stockholders of Subsidiary and Parent, but not later than the Effective Date; provided, however, that no such amendment, modification or supplement not adopted and approved by the stockholders of Subsidiary and Parent shall affect the rights of such stockholders or change any of the principal terms of this Agreement.

**5.4 Abandonment.** At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Parent or of Subsidiary, or of both, notwithstanding the approval of this Agreement by the shareholders of Parent or by the stockholders of Subsidiary, or by both. In the event of abandonment of this Agreement, as above provided, this Agreement shall become wholly void and of no effect, and no liability on the part of either Constituent Corporation or its Board of Directors or its stockholders shall arise by virtue of such termination except as provided in Section 5.5 hereof.

**5.5 Expenses.** If the Merger becomes effective, the Surviving Corporation shall assume and pay all expenses in connection therewith not theretofore paid by the respective parties. If for any reason the Merger shall not become effective, Parent shall pay all expenses incurred in connection with all the proceedings taken in respect of this Agreement or relating thereto.

**5.6 Registered Office.** The registered office of the Surviving Corporation in the State of Delaware is located at Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805, and Corporation Service Company is the registered agent of the Surviving Corporation at such address.

**5.7 Agreement.** Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 16815 Von Karman, Irvine, California 92606, and, upon



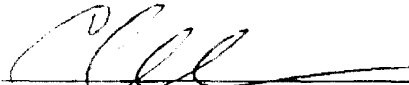
request and without cost, copies thereof will be furnished to any stockholder of either Constituent Corporation.

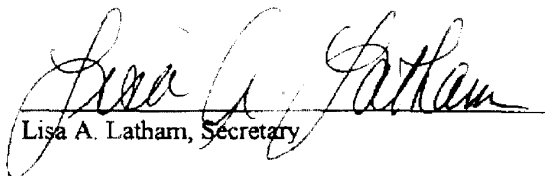
**5.8 Governing Law.** This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the California General Corporation Law.

**5.9 Counterparts.** In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, this Agreement having first been approved by resolutions of the Boards of Directors of Subsidiary and Parent is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

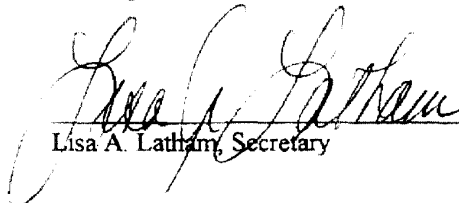
INTERPLAY ENTERTAINMENT CORP.  
a Delaware corporation

  
\_\_\_\_\_  
Christopher J. Kilpatrick, President

  
\_\_\_\_\_  
Lisa A. Latham, Secretary

INTERPLAY PRODUCTIONS,  
a California corporation

  
\_\_\_\_\_  
Christopher J. Kilpatrick, President

  
\_\_\_\_\_  
Lisa A. Latham, Secretary

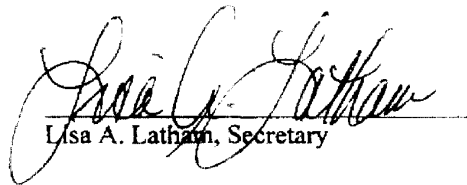
**CERTIFICATE OF SECRETARY**

**OF**

**INTERPLAY ENTERTAINMENT CORP.,  
a Delaware corporation**

The undersigned, Lisa A. Latham, the Secretary of Interplay Entertainment Corp., a corporation organized and existing under the laws of the State of Delaware ("Interplay Entertainment"), hereby certifies, pursuant to the provisions of Sections 103 and 252 of the General Corporation Law of the State of Delaware, that Interplay Productions, a California corporation ("Interplay Productions"), the sole stockholder of Interplay Entertainment, has voted all outstanding shares of Interplay Entertainment in favor of the merger of Interplay Productions with and into Interplay Entertainment on the terms and conditions set forth in the Agreement and Plan of Merger to which this certification is appended.

IN WITNESS WHEREOF, I have subscribed my name to this Certificate as of May 29, 1998.

  
Lisa A. Latham, Secretary

567668.2\13303.0034

RECORDED: 06/08/1998

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