

08-18-1998

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



100796738

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MicroProse Software, Inc.  
2490 Mariner Square Loop  
Alameda, California 94501

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation  
☐ Other

Additional name(s) of conveying party(ies) attached?

☐ Yes    ☒ No

3. Nature of conveyance:

- ☐ Assignment      ☐ Merger  
☐ Security Agreement      ☐ Change of Name  
☒ Other Release of Trademark Security Interest

Execution Date: Dated as of July 22, 1998

2. Name and address of receiving party(ies):

Name: Imperial Bank

Street Address: 226 Airport Parkway

City: San Jose      State: CA      ZIP 95110

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☐ Corporation

☒ Other California state-chartered bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes    ☐ No  
(Designation must be a separate document from Assignment).

Additional name(s) & address(es) attached?

☒ Yes    ☐ No

4. Application number(s) or registration number(s):

74587,362

A. Trademark Application Serial Nos.:

See Exhibit A attached hereto.

B. Trademark Registration No.(s): NONE

Additional numbers attached? ☒ Yes    ☐ No

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

Name: Joni Gok

Firm: Cooley Godward LLP

Street Address: One Maritime Plaza, 20th Floor

City: San Francisco      State: CA      ZIP 94111

6. Total number of applications and registration involved: 5

7. Total fee (37 CFR 3.41): \$ 140.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: Currently Not Applicable

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and attached hereto is a true and correct original of the document described in Item 3 above.

Joni Gok

8-17-98

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**EXHIBIT A**

**U.S. TRADEMARKS AND TRADEMARK APPLICATIONS**

| <b>APPLICATION/<br/>REGISTRATION<br/>No.</b> | <b>MARK</b>           | <b>FILING/<br/>REGISTRATION<br/>DATE</b> |
|--|-----------------------|--|
| 74/ 587,362                                  | 1994 Across the Rhine | 10/19/94                                 |
| 74/ 584,910                                  | Master(s) of Magic    | 10/11/94                                 |
| 74/ 573,239                                  | Navy Strike           | 09/14/94                                 |
| 74/ 590,407                                  | Transport Tycoon      | 10/25/94                                 |
| 74/ 565,493                                  | Ultimate Sports       | 08/25/94                                 |

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant/Applicant:  
Marks:

MicroProse Software, Inc.  
See Attached Exhibit A

**RELEASE OF TRADEMARK SECURITY INTEREST**

WHEREAS, MICROPROSE SOFTWARE, INC., a Maryland corporation ("*Debtor*"), having its principal offices at 2490 Mariner Square Loop, Alameda, California 94501, has adopted, used or had an intent-to-use the trademarks listed in the attached *Exhibit A*, now registered or in the process of registration in the United States Patent and Trademark Office; and

WHEREAS, Debtor entered into a Trademark Security Agreement dated as of March 20, 1995 (the "*Security Agreement*"), with IMPERIAL BANK ( "*Lender*"), the original of which was recorded by the United States Patent and Trademark Office on August 7, 1995, at Reel 1378, Frame 0153;

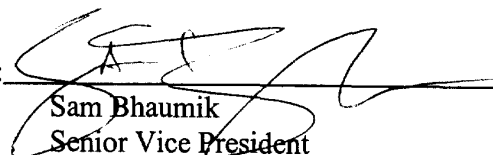
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Lender hereby:

1. releases and reassigns to Debtor, any and all liens, security interests, right, title and interest of Lender pursuant to the Security Agreement in the trademarks or trademark applications which are described more fully on *Exhibit A*, without recourse or representation or warranty, express or implied; and

2. authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the release hereby given.

IN WITNESS WHEREOF, Lender has caused this Release to be signed by its duly authorized officer as of this 22 day of July, 1998.

IMPERIAL BANK

By:   
Sam Bhaumik  
Senior Vice President