

11-05-1998

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documents or copy thereof.

U.S. Patent & TMO/TM Mail Rcpt Dt. #10

10.15.98

1. Name of conveying party(ies): The ImagiNation Network, Inc.

- Individual       Association
- General Partnership    Limited Partnership
- Corporation      State: California
- Other

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

2. Name and address of receiving party:

Name: America Online, Inc.

Internal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Street Address: 22000 AOL Way

City: Dulles State: VA Zip: 20166

3. Nature of conveyance:

- Assignment       Merger
- Security Agreement    Change of Name
- Other \_\_\_\_\_

Execution Dates: September 29 and October 8, 1998

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation State Delaware
- Other

Additional name(s) & address(es) attached?  Yes  No

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

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No(s). 75/135,705 and 75/234,717

B. Trademark No(s):

Additional numbers attached?  Yes  No

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

Name: Corrine M. Freeman, Esq.

Internal Address: LYON & LYON LLP  
633 West Fifth Street, Suite 4700  
Los Angeles, CA 90071-2066

Phone: (213) 489-1600 or (714) 751-6606

6. Total number of applications and trademarks involved: 2

7. Total fee (37 CFR 3.41): \$ 40.00 & \$25.00  
 Enclosed

Charge this Deposit Account if any additional fee is required

8. Deposit Account Number: 12-2475

**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 any attached copy is a true copy of the original document.

Corrine M. Freeman

Date: 10/9/98

Corrine M. Freeman, Reg No. 37,625

Total number of pages including cover sheet: 5

OMB No. 0651-0011 (exp. 4/94)

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**TRADEMARK**  
**REEL: 1808 FRAME: 0462**

## ASSIGNMENT

This Assignment is entered into this 8<sup>th</sup> day of October 1998, by and between The ImagiNation Network, Inc., a California Corporation having an address of 577 Airport Boulevard, Suite 300, Burlingame, CA 94010 (hereinafter The ImagiNation Network, Inc., and any successors in interest, are collectively referred to as "Assignor") on the one part, and America Online, Inc., a Delaware Corporation, having an address of 22000 AOL Way, Dulles, VA 20166, (hereinafter America Online and any successors in interest, are collectively referred to as "Assignee") on the other part.

Assignor warrants it is the Applicant and sole owner of U.S. Trademark Application Number 75/135,705, for the mark "GAMEXPRESS" for the goods "computer software for use in playing interactive multiplayer computer games, and interactive multiplayer computer game programs (IC 9); entertainment services, namely, providing on-line interactive computer games (IC 41)", and U.S. Trademark Application Number 75/234,717, for the mark "WORLDPLAY ENTERTAINMENT" for the goods "computer game, entertainment and education programs; computer software for accessing computer, online or electronic networks; computer games and programs downloadable from a computer, online or electronic networks; and computer, online or electronic networks (IC 9); telecommunication services, namely, electronic mail, chat and messaging services accessed by means of computer, online or electronic networks; providing access to computer, online or electronic networks for information distribution and retrieval, including computer programs, audio works, visual works, text works and databases; and distribution of computer programs; audio works, visual works, text works and databases; and distribution over computer, online or electronic networks (IC 38); computer services, namely, providing access to remote users of computer game, entertainment and education programs via computer, online or electronic networks; providing access to computer, online or electronic networks (IC 42)."

Assignee is in the business of developing and promoting such products and services.

Assignee is a successor to the ongoing and existing business of the Assignor to which the marks GAMEXPRESS and WORLDPLAY ENTERTAINMENT pertain.

Assignee is interested in acquiring and using the marks GAMEXPRESS and WORLDPLAY ENTERTAINMENT, U.S. Trademark Application Number 75/135,705, for the mark "GAMEXPRESS", U.S. Trademark Application Number 75/234,717, for the mark

“WORLDPLAY ENTERTAINMENT”, and the goodwill of the business symbolized by the marks and/or applications.

Assignee and Assignor desire to enter an Assignment whereby, in return for good and valuable consideration, is assigned ownership of the marks “GAMEXPRESS” and “WORLDPLAY ENTERTAINMENT”, U.S. Trademark Application Number 75/135,705, for the mark “GAMEXPRESS”, U.S. Trademark Application Number 75/234,717, for the mark “WORLDPLAY ENTERTAINMENT”, and the goodwill of the business symbolized by the marks and/or applications.

In consideration of the foregoing facts, and the premises, promises and covenants hereinafter set forth, Assignee and Assignor agree as follows:

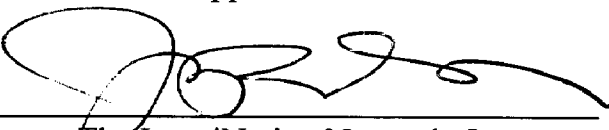
A. Assignee shall pay to Assignor \$1.00 (one dollar) upon complete execution of this Assignment.

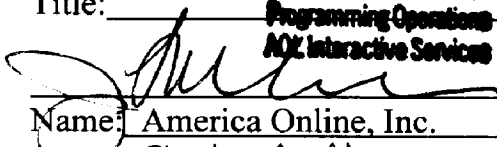
B. Assignee shall own the marks “GAMEXPRESS” and “WORLD ENTERTAINMENT”, U.S. Trademark Application Number 75/135,705, for the mark “GAMEXPRESS” for the goods “computer software for use in playing interactive multiplayer computer games, and interactive multiplayer computer game programs (IC 9); entertainment services, namely, providing on-line interactive computer games (IC 41)”, U.S. Trademark Application Number 75/234,717, for the mark “WORLDPLAY ENTERTAINMENT” for the goods “computer game, entertainment and education programs; computer software for accessing computer, online or electronic networks; computer games and programs downloadable from a computer, online or electronic networks; and computer, online or electronic networks (IC 9); telecommunication services, namely, electronic mail, chat and messaging services accessed by means of computer, online or electronic networks; providing access to computer, online or electronic networks for information distribution and retrieval, including computer programs, audio works, visual works, text works and databases; and distribution of computer programs; audio works, visual works, text works and databases; and distribution over computer, online or electronic networks (IC 38); computer services, namely, providing access to remote users of computer game, entertainment and education programs via computer, online or electronic networks; providing access to computer, online or electronic networks (IC 42),” and the goodwill of the business symbolized by the marks and/or applications.

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns unto Assignee, its successors and assigns, all of its right, title and interest in and to the marks "GAMEXPRESS" and "WORLDPLAY ENTERTAINMENT", U.S. Trademark Application Number 75/135,705, for the mark "GAMEXPRESS" for the goods "computer software for use in playing interactive multiplayer computer games, and interactive multiplayer computer game programs (IC 9); entertainment services, namely, providing on-line interactive computer games (IC 41)", and U.S. Trademark Application Number 75/234,717, for the mark "WORLDPLAY ENTERTAINMENT" for the goods "computer game, entertainment and education programs; computer software for accessing computer, online or electronic networks; computer games and programs downloadable from a computer, online or electronic networks; and computer, online or electronic networks (IC 9); telecommunication services, namely, electronic mail, chat and messaging services accessed by means of computer, online or electronic networks; providing access to computer, online or electronic networks for information distribution and retrieval, including computer programs, audio works, visual works, text works and databases; and distribution of computer programs; audio works, visual works, text works and databases; and distribution over computer, online or electronic networks (IC 38); computer services, namely, providing access to remote users of computer game, entertainment and education programs via computer, online or electronic networks; providing access to computer, online or electronic networks (IC 42)", together with the goodwill of the business symbolized by the marks and/or applications thereof.

29 Sept 1998  
DATE

10/8/1998  
DATE

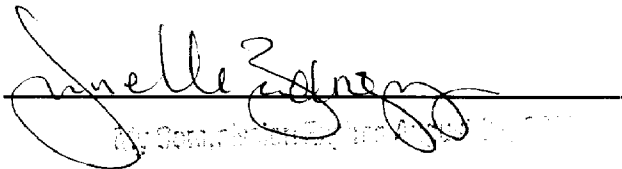
  
Name: The ImagiNation Network, Inc.  
By: Jonathan Sachs  
Title: Senior Vice President  
Programming Operations  
AOI Interactive Services

  
Name: America Online, Inc.  
By: Sheila A. Clark  
Title: V.P. & Deputy General Counsel

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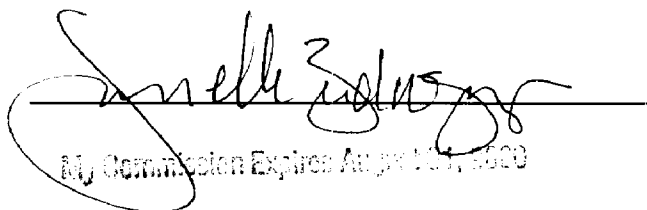
Virginia  
State of ~~California~~ )  
County of Fairfax ) ss.

On this 29<sup>th</sup> day of Sept. 1998, before me the undersigned, a Notary Public for the State of ~~California~~ <sup>Virginia</sup>, personally appeared Jonathan Sacks, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

  
My Commission Expires August 15, 2000

State of Virginia )  
County of Fairfax ) ss.

On this 16<sup>th</sup> day of October 1998, before me the undersigned, a Notary Public for the State of Virginia, personally appeared Shirley A. Clark, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

  
My Commission Expires August 15, 2000