

11-16-1998

11/9/98



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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

Merger  
Effective Date  
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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)

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FOR OFFICE USE ONLY

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

TRADEMARK  
REEL: 1812 FRAME: 0474

**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.)

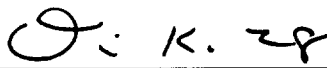
Deposit Account Number: #

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.

Dwain K. Rogers, Jr.  
Name of Person Signing

  
Signature

11/9/98  
Date Signed

## **ASSIGNMENT**

THIS ASSIGNMENT is made effective the date the last signature hereto is obtained between ION STORM, L.P., a Delaware limited partnership whose address is 2200 Ross Avenue, Suite 5400, Dallas, Texas 75201 ("Assignor"), GATHERING OF DEVELOPERS I, L.P., a Texas limited partnership whose address is 2700 Fairmount Avenue, Dallas, Texas 75201 ("Assignee") and MIKE WILSON, an individual resident of the State of Texas residing at 312 Glenn Avenue, Rockwall, Texas 75087 ("Wilson").

### **WHEREAS,**

- I. Assignor (i) is the owner of U.S. Intent-To-Use Trademark Application No. 75/365774 (the "Trademark Application") for the trademark G.O.D. (the "Trademark") filed September 30, 1997, (ii) has secured a domain name registration for the name "www.godgames.com" (the "Domain Name"), and (iii) owns a certain business plan document created while Wilson was associated with Assignor, which document is associated with the Trademark and embodies a certain plan to develop a third-party computer game publishing business provisionally entitled "gathering of developers" (the "Business Plan").
- II. By agreement dated December 5, 1997 (the "Underlying Agreement"), Assignor agreed to convey to Wilson all of Assignor's rights in and to the Trademark, the Business Plan, and other trademarks of Assignor, if any, associated with the Business Plan, upon the satisfaction of certain conditions. In addition, Assignor agrees to transfer any common law trademark and/or trade name rights it may have to "gathering of developers," (the "Trade Name") along with the goodwill associated therewith. Other than the Trademark, the Trademark Application, the Trade Name, the Domain Name and the Business Plan (collectively, the "Assigned Items"), Assignor does not hold title or rights in any other intellectual property or proprietary information associated with the Assigned Items.
- III. Wilson requests that the rights to be assigned to him by virtue of the Underlying Agreement be assigned, instead, directly to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor acknowledges receipt of payment in the amount of \$45,068.50 for reimbursement of certain expenses as set forth in the Underlying Agreement, payment of which constitutes a condition precedent for this Assignment.


2. Assignor assigns and conveys to Assignee on a quitclaim basis all of Assignor's right, title, and interest, if any, in and to the Trademark, the Trademark Application, the Trade Name, the Domain Name and the Business Plan, along with any common law rights and goodwill owned by Assignor associated therewith. Assignor represents and warrants that it has not assigned or conveyed its interest in any of the Assigned Items to any other party.
3. Assignor represents and warrants that it has no objection to Assignee's operation of a computer game development and publishing business using the Assigned Items.
4. Assignee and Wilson acknowledge and agree that Assignor only assigns such rights, if any, as it presently holds in the Assigned Items. Assignor does not warrant that it holds any rights in the Assigned Items, that the Trademark or Trademark Application are valid, or that this assignment will be effective to transfer Assignor's rights in the Trademark Application. ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE ASSIGNED ITEMS, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT AND IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.
5. Assignee and Wilson acknowledge and agree that assignment of an intent-to-use application is subject to certain restrictions pursuant to 15 U.S.C. § 1060, and that Assignor does not warrant or represent that this Assignment complies with such restrictions. Assignee and Wilson acknowledge and agree that failure to comply with requirements applicable to the assignment of an intent-to-use application can result in rendering the Trademark Application irreversibly invalid or void. Assignee and Wilson assume all risks associated with the failure to comply with such requirements.
6. Assignee and Wilson acknowledge and agree that this Assignment does not convey any rights not expressly conveyed to Wilson through the underlying Agreement. Specifically, but without limitation, Assignee and Wilson acknowledge and agree that Assignor is not conveying any rights in or to Assignor's business, properties, trademarks, copyrights, or other assets or goodwill associated with (i) the name ION STORM, (ii) the computer games DAIKATANA, ANACHRONOX, DOMINION: STORM OVER GIFT 3, DOPPELGANGER or DEUS EX, or (iii) any other business, properties, computer games or other assets and goodwill of Assignor except those items expressly assigned to Assignee in Paragraph 2 above.
7. Assignor, Wilson and Assignee acknowledge and agree that this Assignment to Assignee, and Assignee's corresponding payment to Assignor in the amount set

forth in Paragraph 1 above, satisfies all obligations between Wilson and Assignor pursuant to the Underlying Agreement.

**SO AGREED:**

**ION STORM, L.P.**

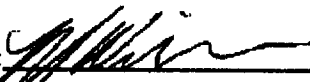
By: ION STORM GENERAL PARTNER, INC.  
General Partner

By:   
Printed Name: Todd Porter  
Title: CEO

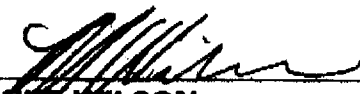
Date: 9.29.98

**GATHERING OF DEVELOPERS I, L.P.**

By: Michael S. Wilson  
General Partner

By:   
Printed Name: MICHAEL S. WILSON  
Title: CHIEF EXECUTIVE OFFICER

Date: September 29, 1998

  
MIKE WILSON

Date: September 29, 1998

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, on this day personally appeared Todd Porter, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same on behalf of ION STORM, L.P. for the purposes and consideration therein expressed.

Subscribed to and sworn to before me this 29<sup>th</sup> day of September, 1998.

(NOTARY SEAL)



Jennifer J. Emerit  
Notary Public, State of Texas

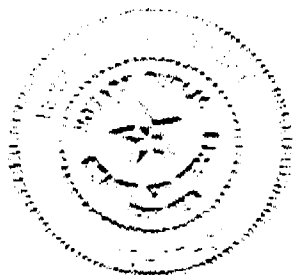
Printed Name: Jennifer J. Emerit  
My Commission Expires: 10-17-01

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, on this day personally appeared Michael S. Wilson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same on behalf of Gathering of Developers I. Ltd. for the purposes and consideration therein expressed.

Subscribed to and sworn to before me this 29<sup>th</sup> day of September, 1998.

(NOTARY SEAL)



Jennifer J. Emerit  
Notary Public, State of Texas

Printed Name: Jennifer J. Emerit  
My Commission Expires: 10-17-01

ASSIGNMENT

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

BEFORE ME, on this day personally appeared MIKE WILSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Subscribed to and sworn to before me this 29<sup>th</sup> day of September, 1998.

(NOTARY SEAL)



Jennifer J. Emerit  
Notary Public, State of Texas

Printed Name: Jennifer J. Emerit  
My Commission Expires: 10.17.01