

02-25-1999

FORM PTO-1594
1-31-92

RECORDATION FOR
TRADEMARK



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks, Please refer to

100972489

copy thereof.

1. Name of conveying party(ies):
GameWave, Inc.

1999 FEB 22 AM 10:38

OPR/FINANCE

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

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

3. Nature of Conveyance:
 Assignment
 Security Agreement
 Other

- Merger
- Change of Name

Execution Date: January 22, 1999

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

Internal Address: _____

Street Address: 650 Saratoga Avenue

City San Jose State CA ZIP 95129

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- Other

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):
A. Trademark Application No.(s)
75/182,882

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: Alan S. Hodes

Internal Address: Limbach & Limbach L.L.P.
Street Address: 2001 Ferry Building
City, State, ZIP: San Francisco, California 94111
Telephone: (415) 433-4150
Facsimile: (415) 433-8716

Attorney Docket No. GAME-T0400

6. Total number of applications and registrations involved: 1

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

- Enclosed
- Charge any deficiencies in the enclosed fee to Deposit Account No. 12-1420
- Authorized to be charged to deposit account

8. Deposit account number: 12-1420
(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 any attached copy is a true copy of the original document.

Alan S. Hodes
Name of Person Signing

[Signature] Signature
Total number of pages including cover sheet, attachments and document: 3

2-17-99 Date

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20213, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

02/25/1999 JWH/EMS 0000031 75182882 40

ASSIGNMENT OF TRADEMARKS AND RELATED REGISTRATIONS

THIS ASSIGNMENT OF TRADEMARKS AND RELATED REGISTRATIONS (this "Assignment"), dated as of 1/22/99 is from GameWave, Inc., a California corporation with an address of 650 Saratoga Avenue, San Jose, California ("Assignor"), to StreamTheory, Inc., a California corporation with an address of 650 Saratoga Avenue, San Jose, California ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to the trademark throughout the world, including but not limited to related U.S. trademark application and registration for **GAMING OF THE FUTURE** (the "mark"), Serial No. **75/182,882**, together with all goodwill of the business associated with and symbolized by the Trademark;

WHEREAS, the Assignee is a successor to that portion of the business, which is ongoing and existing, of Assignor to which the Trademark pertain;

WHEREAS, Assignee desires to acquire the Trademark and all goodwill of the business associated therewith and symbolized thereby from Assignor; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademark to Assignee.

NOW, THEREFORE, for and in consideration of the foregoing recitals (which are part of this Assignment), \$1.00 and other good and valuable consideration, receipt of and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademark, together with (i) the goodwill and the business symbolized by the Trademark, and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademark.

2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademark and all other rights hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized representatives, as of this day and year first above written.

ASSIGNOR:

GameWave, Inc.

Dated: 1/22/99

By Steig Westerberg
Steig Westerberg
Its President & CEO

ASSIGNEE:

StreamTheory, Inc.

Dated: 1/22/99

By Steig Westerberg
Steig Westerberg
Its President & CEO