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To the Honorable Commissioner of Patents and Trademarks

documents or copy thereof.

100979319

Name and address of receiving party(ies)

1. Name of conveying party(ies):

SegaSoft Networks, Inc.

1999 MAR -3 PM 2:30

OPR/FINANCE

Name: Learning Company Properties Inc.

Internal Address:

Street Address: One Athenaeum Street

City: Cambridge State: MA ZIP: 02142

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Delaware

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A

(Designations must be a separate document from assignment)

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

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Software Purchase Agreement
- Merger
- Change of Name

Execution Date: September 16, 1998

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

A. Trademark Application No.(s)

75/261205

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: Allyn Taylor, Esq.

Internal Address:

03/05/1999 JSHBAZZ 00000044 071907 75261205

01 FC:481 40.00 CH

Street Address: 400 Hamilton Avenue

City: Palo Alto State: CA ZIP: 94301

6. Total number of applications and registrations involved:

1

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

Enclosed

Authorized to be charged to deposit account

Deduct additional fees if necessary from account

8. Deposit account number: 07-1907

Gray Cary Ware & Freidenrich

(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.

Cheryl A. Goodall  
Name of Person Signing

Cheryl A. Goodall  
Signature

3/2/99

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 & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 1864 FRAME: 0917

## SOFTWARE PURCHASE AGREEMENT

This Software Purchase Agreement (this "Agreement") is made and entered into as of September 16, 1998, by and between Learning Company Properties, Inc. (the "Buyer") and SegaSoft Networks, Inc. (the "Seller").

### Preliminary Statement

The Buyer desires to purchase, and the Seller desires to sell, certain of the assets of the Seller, for the consideration set forth below, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

#### 1. Sale and Delivery of the Assets

##### 1.1 Assets to be Purchased.

(a) Subject to and upon the terms and conditions of this Agreement, at the closing of the transactions contemplated by this Agreement (the "Closing"), the Seller shall sell, transfer, convey, assign, deliver, and the Buyer shall purchase from the Seller all of the assets and properties of Seller's Virtual Makeover Business Unit (the "Division") including without limitation, the following properties, assets and other claims, rights and interests of the Seller:

(i) all machine-readable object code and human-readable source code, whether in printed form or on magnetic media and whether in English or in any other language, relating to the one or more software programs now known as the "Virtual Makeover" program product line (including the Windows, Macintosh and all other versions thereof including, without limitation, those programs listed on Schedule 1.1(a)(i)), and all related documentation, diagrams, flow charts, schematics and notes relating to such object code and source code (collectively, the "Software Programs");

(ii) all books, records and accounts, correspondence, production records, technical, accounting, manufacturing and procedural manuals, customer lists, customer registration files and databases, all studies, customer lists, reports or summaries, sell sheets, product content, web site content, demos, golden masters, film, artwork, translation kits, and localized versions relating to the Software Programs and the Division, and any confidential information which has been reduced to writing relating to the Software Programs and the Division;

(iii) all of the Seller's right, title and interest in and to, including the right to enforce, all intangible property rights, including but not limited to inventions, discoveries,

trade secrets, processes, formulas, know-how, United States and foreign patents, patent applications, trade names, the trademarks "*Virtual Makeover*" and any derivation thereof, trademark registrations, applications for trademark registrations, logos, copyrights, copyright registrations, owned or, where not owned, used by the Seller in its business and associated goodwill as it relates to the Software Programs (collectively, the "Intangible Property");

(iv) (a) all third party commitments and agreements made in connection with the Software Programs, including distribution, advertising, marketing, public relations, licensing, (b) other agreements where such agreements are freely cancelable by Seller under the express terms of such agreements, and (c) including, without limitation, the executory contracts and agreements listed on Schedule 1.1(a)(iv) attached hereto (the "Assumed Agreements"); and

(v) all web site materials relating to the Software Programs, including, without limitation, all web site content, web links, databases, agreements, records, and object and source code.

(b) The Software Programs, Intangible Property and other properties, assets and business of the Seller described in paragraph (a) above shall be referred to collectively as the "Assets."

