

03-23-1999

FORM PTO-1618A
Expires 02/01/00
OMB 0651-0027U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

7511517

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 ☐ Change of Name
- ☐ Other
- Effective Date
Month Day Year
10/19/98

Conveying Party

☐ Mark if additional names of conveying parties attachedExecution Date
Month Day Year

Name DIGITAL ANVIL, INC.

12/10/98

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization Texas

Receiving Party

☐ Mark if additional names of receiving parties attached

Name MICROSOFT CORPORATION

DBA/AKA/TA Composed of

Address (line 1) One Microsoft Way

Address (line 2)

Address (line 3)

Redmond

Washington

98052

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization Washington
- 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.)

03/22/1999 JSHADAZZ 00000090 75115177

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01 FC:481
02 FC:48240.00 OP
225.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

FORM PTO-1618B

Expires 05/30/99
OMB 0851-0027

Page 2

U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

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 (206) 623-7580

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.

#

4

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)

75/115,177

75/377,705

75/470,755

75/131,992

75/382,772

75/470,756

75/447,847

75/431,965

75/470,757

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.

Sadie Fellhauer

Name of Person Signing

Signature

Date Signed

FORM PTO-1618C

Expires 06/30/99
OMB 0651-0027**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK**Conveying Party**

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐

Corporation

☐

Association

☐

Other

☐

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐

Mark if additional names of receiving 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

☐

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 the Assignment.)

☐

Corporation

☐

Association

☐

Other

☐

Citizenship/State of Incorporation/Organization

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)

75/470,758

MEMORANDUM OF ASSIGNMENT AS SECURITY OF TRADEMARK

THIS Memorandum of Assignment As Security of Trademark ("**Memorandum**") is entered into by DIGITAL ANVIL, INC., a Texas corporation (referred to below as "**Debtor**") for the benefit of MICROSOFT CORPORATION, a Washington corporation (referred to below as "**Secured Party**").

Debtor hereby acknowledges that Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in, all of Debtor's now or hereafter existing personal property (tangible and intangible), including but not limited to all of Debtor's rights in U.S. and foreign trademarks, accounts receivable and goodwill of Debtor's business, all as evidenced by that certain Commercial Security Agreement dated as of October 19, 1998 between Debtor and Secured Party (hereafter, "**Security Agreement**"), which Security Agreement is incorporated herein by this reference. Without limiting the generality of the foregoing or the Security Agreement, Debtor acknowledges and agrees that Debtor has granted a security interest to Secured Party in all of Debtor's rights in the following trademark applications:

United States Trademark Application for Registration Serial No. 75/115,177 for DIGITAL ANVIL, filed 6/6/96.

United States Trademark Application for Registration Serial No. 75/131,992 for STARLANCER, filed 7/10/96.

United States Trademark Application for Registration Serial No. 75/447,847 for LOOSE CANNON, pending 3/10/98

United States Trademark Application for Registration Serial No. 75/377,705 for EARTHFALL, pending 10/22/97

United States Trademark Application for Registration Serial No. 75/382,772 for DREADNAUGHT, pending 10/31/97

United States Trademark Application for Registration Serial No. 75/431,965 for FREELANCER, pending 2/10/98

United States Trademark Application for Registration Serial No. 75/470,755 for BATTLE FLEET, pending 4/20/98

United States Trademark Application for Registration Serial No. 75/470,756 for SILVERHEART, pending 4/13/98

United States Trademark Application for Registration Serial No. 75/470,757 for SWASHBUCKLER, pending 4/20/98

United States Trademark Application for Registration Serial No. 75/470,758 for BANE, pending 4/20/98

Argentina Trademark Application for Registration Serial No. 2172998 for STARLANCER,
pending 9/2/98

Argentina Trademark Application for Registration Serial No.2172997 for LOOSE CANNON,
pending 9/2/98

Argentina Trademark Application for Registration Serial No. 2172999 for FREELANCER,
pending 9/2/98

Australian Trademark Application for Registration Serial No. 709,392 for DIGITAL ANVIL,
pending 5/28/96.

Australian Trademark Application for Registration Serial No. 711,599 for STARLANCER, filed
6/25/96.

Australian Trademark Application for Registration Serial No. 769,789 for FREELANCER,
pending 10/8/98

Australian Trademark Application for Registration Serial No. 769,790, for LOOSE CANNON,
pending 10/8/98

Brazil Trademark Application for Registration Serial No. (not yet known) for STARLANCER,
pending

Brazil Trademark Application for Registration Serial No. (not yet known) for LOOSE
CANNON, pending

Brazil Trademark Application for Registration Serial No. (not yet known) for FREELANCER,
pending

Canada Trademark Application for Registration Serial No. 886,640 for STARLANCER, pending 8/6/98

Canada Trademark Application for Registration Serial No. 886,634 for LOOSE CANNON,
pending 3/10/98

Canada Trademark Application for Registration Serial No.886,635 for FREELANCER, pending
8/6/98

European Community Trademark Application (in Italy, France, Germany, Great Britain) for
Registration Serial No. 296,517 for DIGITAL ANVIL, pending 6/24/96.

European Community Trademark Application (in Italy, France, Germany, Great Britain) for
Registration Serial No. 345,447 for STARLANCER, filed 7/15/96.

European Community Trademark Application (in Italy, France, Germany, Great Britain) for
Registration Serial No. 901,074 for LOOSE CANNON, pending 8/7/98

European Community Trademark Application (in Italy, France, Germany, Great Britain) for Registration Serial No.900,050 for FREELANCER, pending 8/7/98

Hong Kong Trademark Application for Registration Serial No. 6140/97 for DIGITAL ANVIL, pending 5/7/97

Japan Trademark Application for Registration Serial No. 63277/96 (Class 9) for DIGITAL ANVIL, filed 6/10/96.

Japan Trademark Application for Registration Serial No. 79963 (Class 9) for STARLANCER, filed 7/19/96.

Japan Trademark Application for Registration Serial No. 79964 (Class 28) for STARLANCER, filed 7/19/96.

Japan Trademark Application for Registration Serial No. 63278/96 (Class 28) for DIGITAL ANVIL, INC., filed 6/10/96.

Japan Trademark Application for Registration Serial No.4,138,622 (Class 9) for DIGITAL ANVIL, filed 4/24/98

Japan Trademark Application for Registration Serial No.4,176,609 (Class 28) for DIGITAL ANVIL, filed 8/14/98

Japan Trademark Application for Registration Serial No.4,126,399 for STARLANCER, filed 3/20/98

Japan Trademark Application for Registration Serial No.68401/1998 for LOOSE CANON, pending 8/10/98

Japan Trademark Application for Registration Serial No.68402/1998 for FREELANCER, pending 8/10/98

Korea Trademark Application for Registration Serial No. 96-21468 for DIGITAL ANVIL, filed 5/23/96.

Korea Trademark Application for Registration Serial No (not yet known) for DIGITAL ANVIL & DESIGN, pending 6/16/98

Singapore Trademark Application for Registration Serial No. 5381/96 (Class 9) for DIGITAL ANVIL, pending 5/28/96.

Singapore Trademark Application for Registration Serial No. 5382/96 (Class 28) for DIGITAL ANVIL, INC., pending 5/28/96.



PRESTON GATES & ELLIS LLP
ATTORNEYS

VIA CERTIFIED MAIL (R.R.R.)

March 9, 1999

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

Re: Microsoft Corporation / Digital Anvil, Inc.
Ten United States Trademark Applications
Security Interest in Trademarks

Dear Sir/Madam:


We enclose the original Memorandum of Assignment as Security of Trademark document for the ten trademark applications listed therein, a Recordation Form Cover Sheet and a check for the recording fees in the amount of \$265.00 and request that the enclosed document be recorded in the Patent and Trademark Office.

Please charge any additional fees or credit any overpayment to Deposit Account No. 162456.

Please date stamp and return the enclosed self-addressed stamped postcard to acknowledge receipt of these documents. Thank you.

Very truly yours,

PRESTON GATES & ELLIS LLP

By 
Sadie Fellhauer
Paralegal

SF:sf
Enclosures
cc: Carol McCoog (w/encl.)
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701 FIFTH AVENUE SUITE 5000 SEATTLE, WASHINGTON 98104-7078 206-623-7580 FX: 206-623-7022 www.prestongates.com

RECORDED: 03/15/1999

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