

05-10-1999

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

APR 27 1999

Tab settings



To the Honorable Commissioner of

101032684

is attached original documents or copy thereof.

1. Name of conveying party(ies):

Bullfrog Productions Ltd.
The Mana House
Unit 1A Guildford Business Park
Guildford, Surrey GU2 5AG

4.27.99

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

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

3. Nature of conveyance:

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

Execution Date: November 12, 1998

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

Name: Electronic Arts Inc.

Internal Address: _____

Street Address: 209 Redwood Shores Parkway

City: Redwood City State: CA ZIP: 94065

- 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

(Designations 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)

B. Trademark registration No.(s)

See attached

Additional numbers attached? Yes No

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

Name: JoAnn C. Covington

Internal Address: _____

Street Address: Electronic Arts Inc.

209 Redwood Shores Parkway

City: Redwood City State: CA ZIP: 94065

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41):..... \$ 140.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

05/05/1999 JSHABAZZ 0000057 2033363

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 100.00 OP

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.

Name of Person Signing

JoAnn C. Covington, Sr. Legal Counsel

Signature

Date

4.23.99

Total number of pages comprising cover sheet: _____

2

#4B

BULLFROG PRODUCTIONS LTD.
TRADEMARKS

<u>Trademark</u>	<u>Class(es)</u>	<u>Registration or Serial Nos.</u>
BULLFROG Logo	28	2,033,363
DUNGEON KEEPER	28	2,126,089
HI-OCTANE	28	1,996,699
MAGIC CARPET	28	2,072,404
THEME PARK	28	1,977,228

**BULLFROG PRODUCTIONS LIMITED
ASSIGNMENT AGREEMENT**

This Agreement is entered into as of November 30, 1998 (the "*Effective Date*") by and between Bullfrog Productions Limited, a United Kingdom corporation with its principal business offices at The Mana House, Unit 1A Guildford, Surrey GU2 5AG ("*Bullfrog*") and Electronic Arts Inc., a Delaware corporation with its principal business offices at 209 Redwood Shores Parkway, Redwood City, CA 94065 ("*EA*").

RECITALS

- A. EA is the ultimate parent company of Bullfrog.
- B. Bullfrog and EA have determined that it is in the best interests of both companies that Bullfrog's intellectual property assets be assigned to EA.

Now, therefore, the parties agree as follows:

1. ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

For good and valuable consideration, receipt of which is hereby acknowledged, Bullfrog hereby assigns to EA all of Bullfrog's right, title and interest, of whatever kind and nature forever and throughout the universe, in and to any and all of Bullfrog's intellectual property assets and rights (including but not limited to, copyrights, moral rights, patents, patent applications, trademarks, service marks, trade names and trade secrets, and specifically including those trademark registrations and applications listed on Exhibit A attached hereto, and those copyright registrations and applications listed on Exhibit B attached hereto) all rights to receive any of the foregoing, and all proceeds thereof (the "*Bullfrog IP Assets*"). The Bullfrog IP Assets shall also be deemed to include the results and proceeds of the services of all persons rendering services in connection with the interactive products, the rights of which are being assigned hereunder.

2. FURTHER DOCUMENTS

Bullfrog agrees to execute and deliver to EA such further instruments as may be reasonably required to carry out or effectuate the purposes and intent of this Agreement. Without limiting the foregoing, Bullfrog hereby agrees to cause to be executed, acknowledged and delivered to EA, upon EA's request (a) a short form assignment in a form to be prepared by EA, which such instrument EA may record with the United States Copyright Office and any other applicable copyright registries, as evidence of the rights granted to EA herein; and (b) a short form assignment in a form to be prepared by EA, which such instrument EA may record with the United States Patent and Trademark Office, and any other applicable trademark registries, as evidence of the rights granted to EA herein.

3. ASSUMPTION OF OBLIGATIONS

EA hereby agrees to assume all of Bullfrog's current and future obligations and liabilities related to the Bullfrog IP Assets, whether certain or contingent, including but not limited to all liabilities for taxes, liabilities under contracts, liabilities for any tort, malfeasance or omission committed by Bullfrog (or any of Bullfrog's officers or directors in the course of their duties for Bullfrog), and other liabilities imposed by law, whether arising prior to the Effective Date or thereafter.

Executed by the parties as of the Effective Date by their authorized representatives as set forth below:

BULLFROG PRODUCTIONS LIMITED

ELECTRONIC ARTS INC.

By: David Byrne

By: Ruth A. Kennedy

Name: DAVID BYRNE

Name: Ruth A. Kennedy

Title: Finance Director

Title: Senior Vice President and
General Counsel

L:\O'Brien\Bullfrog\Bullfrog Assignment Agr.

EXHIBIT A

BULLFROG PRODUCTIONS LTD.
TRADEMARKS

<u>Trademark</u>	<u>Class(es)</u>	<u>Countries</u>	<u>Registration Nos.</u>
BULLFROG Logo	9	UK	1,570,011
BULLFROG Logo	28	US	2,033,363
DUNGEON KEEPER	28	US	2,126,089
HI-OCTANE	9	UK	2,020,204
HI-OCTANE	28	US	1,996,699
MAGIC CARPET	9	UK	2,010,221
MAGIC CARPET	28	US	2,072,404
THEME PARK	9	UK	1,570,016
THEME PARK	28	US	1,977,228

EXHIBIT B

BULLFROG PRODUCTIONS LTD.
COPYRIGHTS

<u>Title</u>	<u>Platform</u>	<u>Registration Number</u>
Dungeon Keeper	PCCD	PA 842-144
Gene Wars	PCCD	PA 807-979
Hi-Octane	PCCD	PA 773-731
Magic Carpet	PCCD	PA 768-411
Populous: The Beginning	PCCD	PA 923-331
Syndicate	PC – DOS	PA 804-299
Syndicate Wars	PCCD	PA 826-702
Syndicate Wars	PlayStation	PA 842-126
Theme Hospital	PCCD	PA 844-416
Theme Hospital	PlayStation	PA 903-406
Theme Park	PC – DOS	PA 822-857