

08-31-1999

1 SHEET
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To the Honorable Commissioner of Patents and Trademarks, 101131208 the attached original documents or copy thereof.

1. Name of conveying party(ies):

Westwood Studios, Inc.
2400 North Tenaya
Las Vegas, NV 89128

MCD
8-26-99

- Individual(s)
- General Partnership
- Corporation-State (Nevada)
- 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: 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)

#1,874,743 - KYRANDIA
#1,842,426 - LANDS OF LORE

Additional numbers attached? Yes No

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

Name: JoAnn 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: _____

2

7. Total fee (37 CFR 3.41):..... \$ 65.00

- Enclosed 65E
- Authorized to be charged to deposit account

8. Deposit account number:

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

08/31/1999 MTHAI1 00000072 1874743

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01 FC:481 40.00 OP
02 FC:482 25.00 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.

JoAnn Covington, Sr. Legal Counsel

Name of Person Signing

Signature

10/7/99

Date

Total number of pages comprising cover sheet: _____

**WESTWOOD STUDIOS, INC.
ASSIGNMENT AGREEMENT**

This Agreement is entered into as of November 12, 1998 (the "Effective Date") by and between Westwood Studios, Inc., a Nevada corporation with its principal business offices at 2400 North Tenaya Way, Las Vegas, Nevada 89128 ("Westwood") and Electronic Arts Inc., a Delaware corporation with its principal business offices at 209 Redwood Shores Parkway, Redwood City, CA 94065 ("EA").

RECITALS

- A. Westwood is a wholly-owned subsidiary of EA.
- B. Westwood and EA, as Westwood's sole shareholder, have determined that it is in the best interests of both companies that Westwood'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, Westwood hereby assigns to EA all of Westwood's right, title and interest, of whatever kind and nature forever and throughout the universe, in and to any and all of Westwood'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 "Westwood IP Assets"). The Westwood 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

Westwood 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 Assignment. Without limiting the foregoing, Westwood 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 Westwood's current and future obligations and liabilities related to the Westwood 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 Westwood (or any of Westwood's officers or directors in the course of their duties for Westwood), 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:

WESTWOOD STUDIOS, INC.

ELECTRONIC ARTS INC.

By: 

By: 

Name: Louis Castle

Name: Ruth A. Kennedy

Title: Vice President

Title: Vice President, General Counsel

EXHIBIT A**WESTWOOD TRADEMARKS**

<u>TRADEMARK</u>	<u>CLASS</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>
<u>REGISTERED</u>			
Aftermath	9	Benelux	620244
Aftermath	9, 28	Germany	398 00 176
Alerte Rouge	9, 16, 41	France	96654296
Command & Conquer	9	Australia	722691
Command & Conquer	9, 16, 41, 42	Benelux	609014
Command & Conquer	9	Denmark	VR 00 150 1997
Command & Conquer	3, 9, 16, 25, 28, 33, 38, 41	France	96654300
Command & Conquer Teil 1 Der Tiberiumkonflikt	3, 16, 25, 28, 33, 36, 41, 42	Germany	396 51 441
Command & Conquer	9	Norway	186,420
Command & Conquer	3	Spain	2,060,664
Command & Conquer	9	Spain	2,060,665
Command & Conquer	16	Spain	2,060,666
Command & Conquer	25	Spain	2,060,667
Command & Conquer	28	Spain	2,060,668
Command & Conquer	33	Spain	2,060,669
Command & Conquer	38	Spain	2,060,670
Command & Conquer	41	Spain	2,066,524
Command & Conquer	9	Sweden	327 333
Command & Conquer	3, 9, 16, 25, 28, 33, 38, 41	UK	2,116,373
Command & Conquer	28	US	2010463
Command & Conquer Sole Survivor	9	US	2171990
Fables & Fiends	28	US	1810127
Guardians of Destiny	9, 16, 41, 42	Benelux	625225
Kyrandia	9	US	1,874,743
Lands of Lore	9	Australia	722381
Lands of Lore	9, 16, 41, 42	Benelux	622366
Lands of Lore	9	France	96653112
Lands of Lore	9	Germany	396 51 225.9
Lands of Lore	9	Spain	2059615
Lands of Lore 2	9	UK	2116200
Lands of Lore	28	US	1842426
The Legend of Kyrandia	28	US	75/194,772
Red Alert	9	Australia	722690
Red Alert	9, 16, 41, 42	Benelux	612180
Red Alert	9	Denmark	VR 04.906 1997
Red Alert	9	Norway	967595
Red Alert	9	Spain	2060638
Red Alert	16	Spain	2060639
Red Alert	41	Spain	2066525
Red Alert	9	Sweden	326738
Retaliation	9	France	98 730582
Retaliation	9, 28	Germany	398 329 34.6
Sole Survivor	9	Benelux	620243
Sole Survivor	9, 28	Germany	398 00 175
Soleil de Tiberium	9, 16, 41	France	98 716214

EXHIBIT A

WESTWOOD TRADEMARKS

Teil 2: Alarmstufe Rot	9, 16, 41, 42	Germany	39,651,440.5
Tiberian Sun	9, 16, 41, 42	Benelux	618070
Tiberian Sun	9, 16, 28, 41	Germany	398 00 173
Westwood Chat	9, 16, 41	Benelux	622479
Westwood Chat	9, 28, 41	Germany	398 00 178
Westwood Studios Inc.	9, 16, 41, 42	Benelux	621269
Westwood Studios Inc.	9, 16, 41	France	98 718213
Westwood Studios Inc.	9, 16, 28, 41	Germany	398 00 177
Westwood Studios	9	US	2187149

PENDING APPLICATIONS

Aftermath	9	Spain	2,137,728
Aftermath	9	UK	2,147,697
The Aftermath	41	US	75/440,629
The Aftermath	9	US	75/440,627
Command & Conquer B/W Label	9, 16, 41, 42	Benelux	918513
Command & Conquer	9	China	9700105524
Command & Conquer	9, 16, 38, 41	CTM	240697
Command & Conquer	9	Hong Kong	96 14974
Command & Conquer	3, 9, 16, 25, 28, 33, 28, 41	Italy	M196C 01041
Command & Conquer	9	Japan	181512/97
Command & Conquer	9	Singapore	S 13233 96
Command & Conquer Commando	9	US	75/370,942
Command & Conquer Commando	41	US	75/370,943
Command & Conquer The Covert Operations	9	US	75/194,774
Command & Conquer Red Alert Counterstrike	9	US	75/275,818
Command & Conquer Sole Survivor	41	US	75/253,853
Dawn of War	9	US	75/351,083
The Domination Pack	9	US	75/440,630
Lands of Lore II	9, 16, 38, 41	CTM	323717
Lands of Lore	9	Italy	M196C01041
Lands of Lore	9	Japan	4160984
Recoil	9	US	75/420,276
Red Alert color label	9, 16, 41, 42	Benelux	918512
Red Alert color label	9	Benelux	610241
Red Alert	9	China	9700105523
Red Alert	9, 16, 38, 41	CTM	323360
Red Alert	9	Hong Kong	96 14975
Red Alert	9, 16, 41	Italy	M196C01041
Red Alert	9	Singapore	S/13236/96
Red Alert	9, 16, 41	UK	2116377
Retaliation	9	Benelux	917515
Retaliation	9	Spain	2168340
Retaliation	9	UK	2168970
Retaliation	9	US	75/455,878
Sole Survivor	9	Spain	2,137,727
Sole Survivor	9	UK	2147693
Swords & Sorcery	9	US	75/455876
Thrill Kill	9	US	75/442,540
Tiberian Dawn	28	US	74/629,891

EXHIBIT A

WESTWOOD TRADEMARKS

Tiberian Sun	9	Spain	2,137,729
Tiberian Sun	16	Spain	2,137,730
Tiberian Sun	41	Spain	2,137,731
Tiberian Sun	9, 16, 41	UK	2,149,531
Tiberian Sun	9	US	75/427,965
Tiberian Sun	41	US	75/455,877
Westwood Chat	41	Spain	2137726
Westwood Chat	9, 41	UK	2147391
Westwood Online	41	US	75/440,628
Westwood Studios Inc.	9	Spain	2,137,723
Westwood Studios	16	Spain	2,137,724
Westwood Studios Inc.	41	Spain	2,137,725
Westwood Studios Inc.	9, 16, 41	UK	2,149,532
Westwood Studios	41	US	75/351,082