

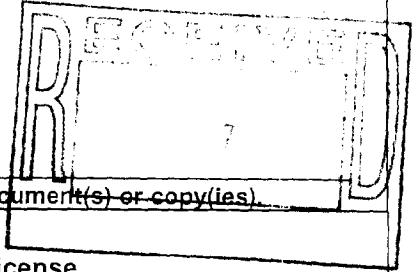
09-01-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101134285

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

8-27-99

Conveyance Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
05011996

Name

Formerly

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

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)

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

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.)

09/01/1999 DCDATES 00000019 2049415

FOR OFFICE USE ONLY

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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

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

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.

#

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)

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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:

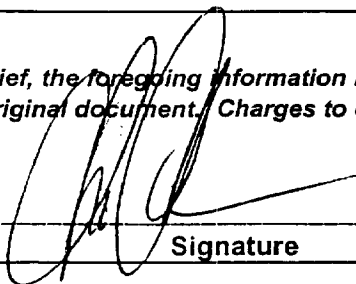
Yes

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.

Name of Person Signing



Signature

10 00.00
8-27-99
Date Signed

AGREEMENT OF MERGER

This Agreement of Merger is entered into between PLAY INDUSTRIES, a California corporation ("Surviving Corporation"), DIGITAL CREATIONS, INC. a California corporation and PLAY TECHNOLOGIES, a California corporation (Digital Creations and Play Technologies are hereinafter collectively referred to as "Merging Corporations"; Surviving Corporations and Merging Corporations are sometimes referred to collectively as "Constituent Corporations".)

1. Background and Purpose.

1.1. Approval of Merger. The boards of directors of the Constituent Corporations deem it advisable and in the best interest of the Constituent Corporations and in the best interests of the shareholders of the Constituent Corporations that the business and operations of the Constituent Corporations be combined through the merger of the Merging Corporations into Surviving Corporation (the "Merger").

1.2. Reorganization Agreement. The Constituent Corporations have entered into a Reorganization Agreement dated effective March 19, 1996 ("Reorganization Agreement") setting forth certain representations, warranties and agreements in connection with the Merger and the transactions associated therewith.

2. The Merger.

2.1. Shareholder Approval. This Agreement of Merger shall be submitted to the shareholders of each of the Constituent Corporations, as provided in the Reorganization Agreement. If adopted and approved by the vote of the shareholders of the Constituent Corporations, and if all of the conditions precedent to the consummation of the Merger specified in the Reorganization Agreement shall have been satisfied or waived by the party entitled to satisfaction thereof, then unless terminated as provided in the Reorganization Agreement, this Agreement of Merger, along with certificates meeting the requirements of the California General Corporation Law, shall be filed with the Secretary of State of California. At such filing, or as otherwise prescribed by law, the Merger shall become effective ("Effective Time").

2.2. Effective Time. At the Effective Time, Merging Corporations shall each be merged into Surviving Corporation and the separate corporate existence of each Merging Corporation shall cease. Surviving Corporation shall be the surviving corporation and Surviving Corporation's separate corporate existence, with all its purposes, objects, rights, obligations, privileges, powers, immunities and franchises, shall continue unaffected and unimpaired by the Merger.

2.3. Assumption of Assets and Liabilities. Surviving Corporation shall succeed to all of the rights, privileges, powers, immunities and franchises of each of Merging Corporations, all of the properties and assets of Merging Corporations and all of the debts, choses in action and other interests due or belonging to Merging Corporations and shall be subject to, and responsible for, and shall assume, all of the debts, liabilities and obligations of Merging Corporations with the effect set forth in the California General Corporation Law.

2.4. Further Authorization. If, at any time after the Effective Time, Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of Merging Corporations or otherwise to carry out this Agreement of Merger, then the officers and directors of Surviving Corporation are hereby authorized to execute and deliver, in the name and on behalf of the Constituent Corporations or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of the Constituent Corporations or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in Surviving Corporation or otherwise to carry out this Agreement of Merger.

3. Articles of Incorporation: Bylaws. The Articles of Incorporation and Bylaws of the Surviving Corporation in effect immediately prior to the Effective Time shall be the Articles of Incorporation and Bylaws of the Surviving Corporation after the Merger unless and until amended or repealed as provided by law, the Articles of Incorporation or the Bylaws.

4. Officers and Directors. The officers and directors of the Surviving Corporation immediately prior to the Effective Time shall be the officers and directors of the Surviving Corporation after the Merger until their successors shall have been elected and qualified or until otherwise provided by law, the Articles of Incorporation or the Bylaws.

5. Manner and Basis of Converting Shares of Merging Corporations' Capital Stock.

5.1. Conversion. At the Effective Time, by virtue of the Merger and without any action on the part of the holders of any shares of Merging Corporations' common stock (except for shares, if any, which shall then or thereafter constitute "dissenting shares" within the meaning of Section 1300 of the California Corporations Code (hereinafter referred to as "Dissenting Shares")), each outstanding share of the common stock of Merging Corporations shall be converted to one (1) share of the common stock of Surviving Corporation.

5.2. Dissenting Shares. If the holders of the common stock of Merging Corporations are entitled to dissenters' rights in connection with the Merger under Section 1300

of the California General Corporation Law, any Dissenting Shares shall not be converted into Surviving Corporations common stock but shall be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to the law of the State of California.

5.3. Share Certificates. As soon as practicable after the Effective Time of the Merger, and after surrender to an agent appointed and compensated by Surviving Corporation (the "Exchange Agent") of any certificate which prior to the Effective Time of the Merger shall have represented any shares of Merging Corporations' Common Stock, Surviving Corporation shall cause to be distributed to the person in whose name such certificate shall have been issued a certificate registered in the name of such person representing the Surviving Corporation Common Stock into which any shares previously represented by the surrendered certificate shall have been converted at the Effective Time of the Merger. Until surrendered as contemplated by the preceding sentence, each certificate which immediately prior to the Effective Time of the Merger shall have represented any shares of Merging Corporations' Common Stock shall be deemed at and after the Effective Time of the Merger to represent only the shares of Surviving Corporation's Common Stock into which they shall have been converted hereunder.

5.4. Surviving Corporation Capital Stock. The outstanding shares of Surviving Corporation shall remain outstanding and are not affected by the Merger.

6. Further Action. Each Merging Corporation shall from time to time as and when requested by Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out the Merger.

7. Termination and Amendment.

7.1. Termination of Reorganization Agreement. Notwithstanding the approval of this Agreement of Merger by the shareholders of the Constituent Corporations, this Agreement of Merger shall terminate immediately in the event that the Reorganization Agreement shall be terminated as therein provided.


7.2. Amendment. This Agreement of Merger may be amended by the parties hereto at any time before or after approval hereof by the shareholders of the Constituent Corporations but, after any such approval, no amendment which by law requires the further approval of the shareholders of any of the Constituent Corporations may be made without such approval having first been obtained. This Agreement of Merger may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. Without limiting the foregoing, the parties hereto acknowledge and agree that any modification of the manner


or basis of converting Merging Corporations' Common Stock into Surviving Common Stock shall require further approval of the shareholders of the Constituent Corporations.

Dated: 5/1/96

SURVIVING CORPORATION


Play Industries, a California corporation


By: 
Michael R. Moore
Its: Chairman and Secretary

By: 
Joseph Paul Montgomery
Its: President


MERGING CORPORATIONS

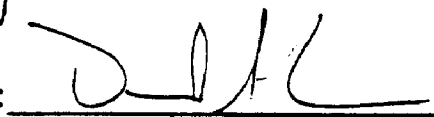
Digital Creations, Inc., a California corporation

By: 
John R. Botteri
Its: President

By: 
David E. Porter
Its: Secretary

Play Technologies, a California corporation

By: 
Joseph Paul Montgomery
Its: President

By: 
Daniel A. Kaye
Its: Secretary

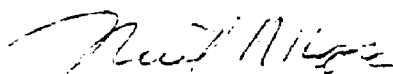
CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

Michael R. Moore and Joseph Paul Montgomery certify that:

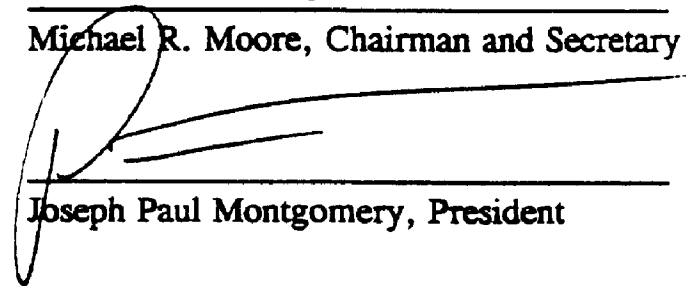
1. They are the secretary and president, respectively of PLAY INDUSTRIES, a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
3. The shareholder approval was by the holders of more than 50% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is 8,000,000.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: _____.



Michael R. Moore, Chairman and Secretary



Joseph Paul Montgomery, President

CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

Joseph Paul Montgomery and Daniel A. Kaye certify that:

1. They are the president and secretary, respectively of PLAY TECHNOLOGIES, a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
3. The shareholder approval was by the holders of more than 50% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is 8,000,000.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: 5-1-96
as of



Joseph Paul Montgomery, President



Daniel A. Kaye, Secretary

CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

John Botteri and David E. Porter certify that:

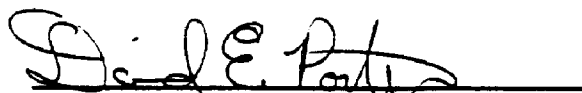
1. They are the president and secretary, respectively of DIGITAL CREATIONS, INC., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
3. The shareholder approval was by the holders of more than 50% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is 7,937,240.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: 5/1/99.



John Botteri, President



David E. Porter, Secretary