U.S. PATENT AND TRADEMARK OFFICE

	12-07-1999	D	Docket No.:	
Form PTC-1594	101216217		U.S. DEFARTMENT OF COMMI Patent and Trademark	
Forthe Hollyrable Commissioner of Patents and Tradema		ocuments or copy thereof.		
Name of conveying party(les): Kabushiki Kaisha Bandai		2. Name and address of	f receiving party(ies):	
☐ G⊮neral Parthership] Association] Limited Partnership	Bandai Visual Kabushiki Internal Address:		
Corporation-California Somer - Japanese Corporation 4dd to nall name(s) of conveying party(les) attached?		Street Address. <u>3-5, Matsuc</u> Tokyo, Japan		
3. Name of Conveyance:		Individual(s) citizenship		
Assignment Merger Security Agreement Change in N	Jame	Association General Partnership Limited Partnership Corporation-State		
execution Date: November 2, 1999		Mother — Japanese Corpor If assignee is not domiciled in the United States, attached: Myes ☐ no (Designation must be a separate document from Additional name(s) & address(es) attached?	ration a omestic representative designation is Ausignment)	
4. Application number(s) or registration nu	umber(s):			
A. Trademark Application No.(s)	B. Frademark registration	n No.(s)	
	Additional numbers attach	ed? yes 🗷 no		
Name and address of party to whom co document should be mailed.	orrespondence concerning	6. Total number of applications and 1 application	registrations involved:	
Name: Rami S. Yanni Internal Address: GRAHAM & J	IAMES LLP	7. Total fee (37 CFR 3.41):		
Street Address: 801 So. Figuer	roa St. 14th El	8. Deposit account number:		
City: Los Angeles State: C/		(Attach duplicate copy of this page if paying by de	p. sit account)	
City. LOS Aligeres State: Cr		T.U.O. O.D. A.O.E.		
	DO NOT USE	I III SPACE		
9. Statement and signature. To the best of my knowledge and belief, the foreguin	g information is true and correct and services	applied copy is a true copy of the original document		
Rami S. Yanni	Jun Gine	·-· · · · · · · · · · · · · · · · · · ·	- (7-99	
Name of Person signing	Signature	Date	r f pages comprising cover sheet:	
CMB No. 0661-0011 (ex) - 794)				
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	Commissioner of Pater Box Assigr Washington, I	nments		
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Public burden for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the pample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20502

U.S. Patent and Trademark Office Office of Public Records 1213 Jefferson Davis Highway, 3rd Floor Arlington, Virginia 22202

DESIGNATION OF DOMESTIC REPRESENTATIVE

Graham & James LLP, attention Rami S. Yanni, whose postal address is Graham & James LLP, 801 South Figueroa Street, 14th Floor, Los Angeles, California . 90017-5554, is hereby designated as applicant's representative upon whom notice or process in proceedings affecting the mark listed in Exhibit A hereto may be served.

Respectfully submitted, Bandai Visual Kabushiki Kaisha.

a Japanese corporation

Dated: November 22, 1999

Title: President

Address: 3-5. MATSUGAYA 1-CHOME,

Taito-ku, Tokyo, Japan

TRADEMARK ASSIGNMENT

This trademark assignment ("ASSIGNMENT") is entered into as of the <u>2nd</u>day of <u>November</u> 1999 by and between Kabushiki Kaisha Bandai a Japanese corporation ("ASSIGNOR"), and Bandai Visual Kabushiki Kaisha ("ASSIGNEE"), a Japanese corporation.

WHEREAS ASSIGNOR is the rightful owner of and has filed an intent to use application for the mark that appears on SCHEDULE A ("Mark"), attached hereto, and desires to assign all right, title and interest in and to the Mark to ASSIGNEE; and

WHEREAS ASSIGNEE desires to acquire all right, title and interest in and to the Mark from ASSIGNOR and is the successor to that portion of ASSIGNOR'S business to which use of the Mark pertains.

NOW. THEREFORE, in consideration of the foregoing, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. ASSIGNOR and ASSIGNEE agree as follows:

- 1. ASSIGNOR hereby assigns unto ASSIGNEE all right, title and interest in and to the Mark, together with all pending and issued foreign and U.S. registrations therefor, renewals, the good will of ASSIGNOR'S business symbolized thereby and all worldwide rights contained therein.
- 2. This ASSIGNMENT shall also include all claims for damages by reason of past infringement of the Mark, if any, together with the right to sue for and collect the same for the sole use and benefit of ASSIGNEE and its successors, assigns or other legal representatives.
 - 3. ASSIGNOR represents and warrants to ASSIGNEE as follows:
- 3.1 ASSIGNOR has the full right, power and authority to enter into and perform this ASSIGNMENT and to grant to ASSIGNEE all the rights granted herein; and ASSIGNOR is not a party to any agreement or understanding that would conflict with this ASSIGNMENT; and

- 3.2 ASSIGNOR is the sole legal and beneficial owner of any and all rights in and to the Mark and hereby transfers all such rights to ASSIGNEE:
- ASSIGNOR has secured and, upon execution hereof, or as soon as received by ASSIGNOR, shall transfer to ASSIGNEE, all applications, registrations, licenses, permits, releases or other necessary consents, if any, relating to the Mark or any portion or component thereof, ASSIGNOR shall assist ASSIGNEE in obtaining any further registrations, licenses, permits or releases relating to the Mark as reasonably desired and required by ASSIGNEE, If ASSIGNOR is unavailable or otherwise unwilling to execute such documents, ASSIGNOR appoints ASSIGNEE as its attorney-in-fact to execute any such documents that ASSIGNEE deems necessary to record this grant with the United States Patent and Trademark Office ("PTO"), similar foreign offices or elsewhere.
- ASSIGNOR agrees and acknowledges that if it has obtained or obtains in the future, in any country, any right, title or interest (including the filing of any application for trademark registration or the issuance of any registration) in any mark(s) which are confusingly similar to, or translations and/or transliterations of, the Mark, ASSIGNOR shall notify ASSIGNEE that ASSIGNOR has acted or will act as an agent on and for ASSIGNEE'S behalf, ASSIGNOR further agrees to execute any and all instruments deemed by ASSIGNEE, its attorneys or representatives, to be necessary to transfer such right, title or interest in the Mark to ASSIGNEE.
- ASSIGNOR agrees to execute and deliver, from time to time, all further instruments of conveyance, assignment and further assurances, and to perform all such other acts, as may be reasonably required to transfer and assign to ASSIGNORS interests in and to the Mark.
- 7. ASSIGNOR shall assist ASSIGNEE in recording this ASSIGNMENT with the PTO and state agencies and in complying with such other procedures and formalities as ASSIGNEE deems necessary to obtain full rights and benefits in and to the Mark under federal and state laws.
- 8. This ASSIGNMENT constitutes the entire agreement by and between the parties hereto with respect to the subject matter hereof. Any amendment to this

ASSIGNMENT must be in writing and signed by ASSIGNOR and ASSIGNEE.

- 9. This ASSIGNMENT shall be governed by and interpreted and enforced in accordance with the substantive laws of the State of California, without regard to its conflict-of-law provisions. ASSIGNOR and ASSIGNEE hereby consent to the exclusive jurisdiction of Los Angeles County in any dispute arising under, from or in connection with this ASSIGNMENT.
- 10. This ASSIGNMENT shall become effective for all purposes as of the date first written above.

ASSIGN	1 ○R;	ASSIG	NEE:
	iki Kaisha Bandai ese corporation		Visual Kabushiki Kaisha nese corporation
By:		Bv:	Boh Jahn
194. - J. 4	Takeo Takasu	by	Ryohei Tsunoda
lts:	President	lts:	President

UNITED STATES DEPARTMENT OF COMMERCE IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

EXHIBIT A

Owner: Kabushiki Kaisha Bandai Mark: DIGITALENGINE, IC 14

Filing Date: November 6, 1998

Serial No.: 75/584298 Our Ref.: 15151.239

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211/89286.01	25. (10.1) P. P. (10.1) VA (10.2) 10.10

ACOUNTER OF CONTRACTOR	Watches, wristwatches, pocket watches, stop watches,	clocks, alarm clocks, watch bands, watch cases, watch chains, watch fobs, watch straps, chronographs for use as watches, chronometers, parts for clocks, wall clocks, clocks incorporating radios, watches containing an electronic game function, watch movements and sun dials.
100 mg/m	14	
क्षेत्रमहोत्। १४१० १४१६	75/584,298	Nov. 6, 1998
E.U.S. Registration	Pending	Intent To Use Application
Mark	DIGITALENGINE	

送信ページ数は 0.5 ページです。

RECORDED: 12/06/1999