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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

By: _____
Name: Ryohei Tsunoda
Title: President
Address: 3-5, MATSUGAYA 1-CHOME,
Taito-ku, Tokyo, Japan

TRADEMARK ASSIGNMENT

This trademark assignment ("ASSIGNMENT") is entered into as of the 2nd day of November, 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:

4. 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.

5. 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.

6. 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 ASSIGNEE all of ASSIGNOR'S 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.

ASSIGNOR:

ASSIGNEE:

Kabushiki Kaisha Bandai
a Japanese corporation

Bandai Visual Kabushiki Kaisha
a Japanese corporation

By:



Takeo Takasu

By:



Ryohei Tsunoda

Its:

President

Its:

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

SCHEDULE A

Mark	U.S. Registration Status	Serial Number Filing Date	Int'l Class	Description of Goods/Services
DIGITALENGINE	Pending Intent To Use Application	75/584,298 Nov. 6, 1998	14	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.

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01/05/99 42 01/05/99 10/06/99