

06-02-2000



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OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

05/08/00

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

Submission Type

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

Conveyance Type

- ☒ 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

Name

Execution Date
Month Day Year

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)

State/Country

Zip Code

- ☐ 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.)

FOR OFFICE USE ONLY

05/31/2000 DNGUYEN 00000139 2322228

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(40.00 OP)

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

TRADEMARK
REEL: 002081 FRAME: 0964

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2322228"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Ruth A. Kennedy

Name of Person Signing

Ruth A. Kennedy

Signature

5-3-00

Date Signed

ELECTRONIC ARTS INC.

EXCLUSIVE PUBLISHING AGREEMENT

This Agreement is made as of August 16, 1996 (the "*Effective Date*") by and between **ELECTRONIC ARTS INC.**, a Delaware corporation with offices at 1450 Fashion Island Boulevard, San Mateo, California 94404, and its world-wide subsidiaries and Affiliates ("*EA*") and **FIRAXIS SOFTWARE, INC.**, a Maryland corporation with offices at 10720 Gilroy Road, Hunt Valley, MD 21031 ("*Firaxis*").

A. Concurrently with the execution of this Agreement, EA is purchasing shares of the Series A Preferred Stock of Firaxis by entering into a Series A Preferred Stock Purchase Agreement and a Preferred Shareholder Agreement, each dated of even date herewith.

B. EA is in the business of developing, publishing and distributing products for interactive media.

C. Firaxis is in the business of developing products for interactive media.

D. EA desires to commission Firaxis to develop products for interactive media for possible publication and marketing by EA.

THEREFORE, EA and Firaxis agree as follows:

1. DEFINITIONS

The following terms shall have the following meanings as used in this Agreement:

1.1 "*Interactive Product*" means an entertainment, educational and/or informational software product that, either alone or in conjunction with associated products, is designed to encourage one or more users to interact with the product during its use by allowing its users to exercise immediate influence on the characters, images and sounds presented to the user(s). Firaxis and EA expressly intend that the scope of the definition of Interactive Product not be limited by the technology upon which a product may be implemented, whether or not the parties were able to contemplate such technology or implementation at the time this Agreement was executed. Examples of Interactive Products are games designed for play on: personal computers, home video game machines (such as the Sega Genesis and Super Nintendo Entertainment System), arcade game machines, dedicated game machines (such as the Sega Saturn, Sony PlayStation and 3DO Multiplayer systems) and similar cartridge-based units (such as

2. **EXCLUSIVE PRODUCT DEVELOPMENT**

2.1 **Development of Products.** Firaxis agrees to develop two (2) Interactive Products that are designed specifically for operation on a personal computer running the Windows 95 operating system (each, an "**Initial Product**", together, the "**Initial Products**") pursuant to the provisions of this Agreement. At least one of the Initial Products will be of the genre known as "god games." As used in this Agreement, the term "**Product**" will mean each of the Initial Products and any Option Product(s) for which EA has exercised its right to publish pursuant to Section 8.4 below. Any reference to a Product in this Agreement will include the Software and documentation components of that Product.

2.2 **Exclusivity.** Until the earliest to occur of (a) EA's rejection of an Option Product pursuant to Section 8.4, (b) EA's Acceptance of the Final Versions (as those terms are defined in Section 4 below) of both the Initial Products, or (c) EA's termination of an Initial Product pursuant to Section 11.2 below, (the "**Exclusivity Period**") Firaxis shall not, except as otherwise expressly provided in this Agreement: (i) develop, publish, market or otherwise participate in the creation of any Interactive Product other than the following games which have been initiated prior to the Effective Date: (A) a classic game (such as chess, checkers or bridge) exclusively for on-line distribution and (B) a game which Sid Meier is working to complete for Spectrum Holobyte (the "**Third Party Projects**") or (ii) accept a payment, deposit, advance or other funding for any Interactive Product other than for Third Party Projects. Any Product, Derivative Work, or Sequel developed by Firaxis under this Agreement will be developed exclusively for publication by EA, except as otherwise expressly set forth hereunder. Nothing in this Section 2.2 shall preclude Firaxis from developing prototypes to games other than the Initial Products and Options Products ("Alternative Prototypes") as long as Firaxis accepts no funding from third parties for such Alternative Prototypes and work on such Alternative Prototypes does not interfere with Firaxis' obligations hereunder.

2.3 **Delivery; Cooperation.** Firaxis shall deliver Final Versions of both Initial Products to EA on or before December 31, 1998. Firaxis shall cooperate with EA with respect to the technical design review process and other internal reviews, and will provide such additional status reports and copies of works-in-progress as are reasonably requested by EA.

3. **ASSIGNMENT**

3.1 **General.** Firaxis hereby forever assigns to EA all right, title and interest in the Products and any Derivative Works or Sequels designed, developed and/or delivered by Firaxis and published by EA pursuant to this Agreement, including all ideas, designs and copyrights relating thereto, whether or not subject to patent, copyright or trademark protections (collectively, the "**Creations**"). "Creations" includes, without limitation, any scripts, prototypes, or other components or deliverable items of a Product, Derivative Work or Sequel, but does not include the Firaxis Development

Aids or Third-Party Development Aids. The Creations shall be the sole property of EA and, to the maximum extent permitted by law, shall be deemed works for hire.

3.2 **Contingent License.** To the extent, if any, that Firaxis retains any right, title or interest in any Creations, Firaxis hereby grants EA an irrevocable, paid-up, exclusive, transferable, sublicensable, worldwide right and license to use, reproduce, distribute, perform and display (publicly or otherwise) and to modify all or any portion of the Creations.

3.3 **Moral Rights.** For purposes of this subsection, "**Moral Rights**" means any rights of paternity or integrity, any right to claim authorship of the Creations, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, the Creations, whether or not such would be prejudicial to Firaxis' honor or reputation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless whether or not such right is denominated or generally referred to as a "moral" right. Firaxis hereby irrevocably transfers and assigns to EA any and all Moral Rights that Firaxis may have in the Creations. Firaxis also hereby forever waives and agrees never to assert any and all Moral Rights it may have in the Creations, even after termination of Firaxis' work on behalf of EA under this Agreement.

3.4 **Execution of Documents.** Firaxis will cooperate with EA, at EA's expense, in obtaining patent, copyright, trademark or other statutory protections for the Creations in each country in which one or more is sold, distributed or licensed, and in taking any enforcement action, including any public or private prosecution, to protect EA's intellectual property rights in or to the Creations. Firaxis hereby grants EA the exclusive right, and appoints EA as attorney-in-fact, to execute and prosecute in Firaxis' name as author or inventor or in EA's name as assignee, any application for registration or recordation of any copyright, trademark, patent or other right in or to the Creations, and to undertake any enforcement action with respect the Creations. Firaxis will execute such other documents of registration and recordation as may be necessary to perfect in EA, or protect, the rights assigned to EA hereunder in each country in which EA reasonably determines to be prudent.

3.5 **Modification.** Notwithstanding the assignments and license grants set forth in this Section 3, without the consent of Firaxis, which consent shall not be unreasonably withheld, EA shall not substantially modify the Final Version of any Initial Product delivered by Firaxis prior to publication of such Initial Product.

3.6 **License Back of General Components.** EA hereby grants to Firaxis an irrevocable, non-exclusive, royalty-free world-wide right and license to load, execute, copy, have copied, merge, modify and distribute those portions of the Software component of the Creations that are generally useful in the development of interactive software products (such as, without limitation, libraries, drivers, routines and subroutines), so long as Firaxis does not incorporate such reusable Creations in any software product that would infringe any of EA's intellectual property rights, if any, in

12.11 Entire Agreement. This Agreement includes the Exhibit listed below, which is incorporated into this Agreement by this reference, and constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, correspondence and agreements with respect to the same subject matter between the parties.

ELECTRONIC ARTS INC.

FIRAXIS SOFTWARE, INC.

By: Don A. Harrick

By: _____

Name: DON HARRICK

Name: _____

Date: August 16 1996

Date: _____

FIRAXIS PRINCIPALS
(With respect to Section 10.2)

Jeff Briggs

Sid Meier

Brian Reynolds

Exhibit :

Exhibit A: ROYALTY SCHEDULE

12.11 Entire Agreement. This Agreement includes the Exhibit listed below, which is incorporated into this Agreement by this reference, and constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, correspondence and agreements with respect to the same subject matter between the parties.

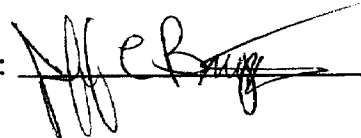
ELECTRONIC ARTS INC.

By: _____

Name: _____

Date: _____

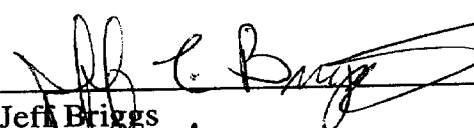
FIRAXIS SOFTWARE, INC.

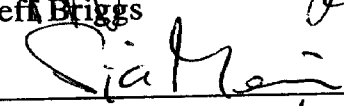
By:  _____

Name: Jeffery L. Briggs

Date: 8-16-96

FIRAXIS PRINCIPALS
(With respect to Section 10.2)

 _____
Jeff Briggs

 _____
Sid Meier

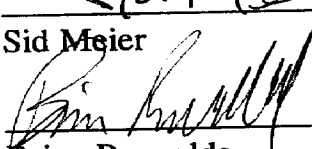
 _____
Brian Reynolds

Exhibit :

Exhibit A: ROYALTY SCHEDULE