

07-10-2000



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COMPLIANCE

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

Submission Type

- New
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Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- 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)

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City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other

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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.)

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Domestic Representative Name and Address

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Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

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Name

Address (line 1)

Address (line 2)

Address (line 3)

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Pages

Enter the total number of pages of the attached conveyance document including any attachments.

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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" value="1343959"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

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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.

William C. Crutcher

Name of Person Signing

William C. Crutcher

Signature

June 8, 2000

Date Signed

THIS AGREEMENT dated the 31st day of December, 1991 by and between MIRAGE STUDIOS, a general partnership organized under the laws of the state of Massachusetts and having a place of business at 16 Market Street, Northampton, Massachusetts 01060 (hereinafter referred to as "MIRAGE") and International Business Machines Corporation, a New York corporation having a place of business at Old Orchard Road, Armonk, New York 10504 (hereinafter referred to as "IBM").

WHEREAS, IBM has adopted certain Trademarks used on or in connection with its Turtle Power software product ("Turtle Power"); and

WHEREAS, MIRAGE desires to acquire all of the right, title and interest of IBM in and to such Trademarks, and all of the existing goodwill of the business symbolized by such Trademark Turtle Power and IBM desires to assign such Trademarks and goodwill.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Definitions

1.1 "Subsidiary" shall mean a corporation, company or other entity:

1.1.1 more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, now or hereafter, owned or controlled, directly or indirectly, by a party hereto, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists; or

1.1.2 which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, but more than fifty percent (50%) of whose ownership interest representing the right to make the decisions for such corporation, company or other entity is, now or hereafter, owned or controlled, directly or indirectly, by a party hereto, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists.

1.2 "Trademarks" shall mean all the registered mark and common law marks, wherever rights thereto exist, which are or have been used specifically and exclusively used on or in connection with the Turtle Power product and which are set forth in Schedule A of this Agreement.

Section 2. Assignment

2.1 Subject to the reservation of Section 3 hereof, IBM hereby sells, transfers, conveys and assigns to MIRAGE and MIRAGE hereby

accepts for a price of Fifteen Thousand Dollars (\$15,000) all of IBM's right, title and interest in and to said Trademarks, and all of the existing goodwill of the business symbolized by said Trademarks; and IBM agrees to execute concurrently herewith an Assignment formally conveying and assigning to MIRAGE the Trademarks in the form attached hereto labeled as "Assignment" and such other documents as MIRAGE may find necessary to effect said Assignment.

2.2 IBM assigns the Trademarks "AS IS" and does not represent or warrant that the Trademarks are registerable in the United States or in any country and makes no other representation, warranty, or indemnity of any kind.

Section 3. Reservation

3.1 IBM hereby reserves unto itself and for its own benefit a right and license to continue to use the Trademarks for the purpose of sale, lease or other transfer of its existing inventory of products bearing the Trademarks. Such reserved license shall terminate on June 30, 1992 unless extended in writing by the parties.

Section 4. Acknowledgements

4.1 MIRAGE hereby acknowledges that:

4.1.1 MIRAGE accepts the assignments of the Trademarks "as is" and agrees that there are no warranties or representations made by IBM, except as above-stated;

4.1.2 MIRAGE will be responsible for recording this Assignment or an alternate version thereof, in the countries where the Trademarks exist and will pay the applicable recordation and legal fees associated therewith.

5.1 Section 5. Transfer of Documents

IBM hereby represents that it will make reasonable and good-faith efforts to transfer the application files relating to the applications and registrations set forth in Schedule A within sixty (60) days of the effective hereof. IBM will provide reasonable assistance to MIRAGE to perfect its rights in the Trademarks. MIRAGE shall bear any of the expenses required to perfect its rights therein.

Section 6. Miscellaneous

7.1 This Agreement is binding on the parties hereto, their Subsidiaries, and all those acting in concert or participation with them or under their direction or control, and upon their successors and assigns.

6.2 The validity, construction, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, applicable to contracts performed entirely within such State, without reference to any choice of law principles of such State.

6.3 The headings of the several Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as of the date first set forth above.

Witness:

Robert B. Longan

INTERNATIONAL BUSINESS
MACHINES CORPORATION

By: Howard G. Figueroa
Howard G. Figueroa
Vice President

Witness:

X Peter A. Laird

MIRAGE STUDIOS

By: X Peter A. Laird
Peter A. Laird
Partner, Mirage Studios

SCHEDULE A

United States Trademark Registration No. 1343959 registered June 25, 1985 and the worldwide common law trademarks in the name "Turtle Power" wherever and to the extent such trademarks exist.