

11-08-2000



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10-10-00

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

- 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

75439133

- 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)

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of adomestic representative should be attached. (Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:  
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TRADEMARK  
REEL: 002170 FRAME: 0158

**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)**

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.

Rami S. Yanni

10/6/00

Name of Person Signing

Signature

Date Signed

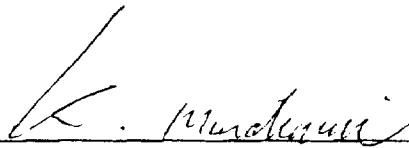
U.S. Patent and Trademark Office  
Office of Public Records  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, Virginia 22202

**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 Marks listed in Exhibit A hereto may be served.

Respectfully submitted,  
Kabushiki Kaisha MegaHouse,  
a Japanese corporation

Dated: September 1, 2000

By:   
Name: Katsushi Murakami  
Title: President  
Address: 10-13, Kotobuki 2-chome,  
Taito-ku, Tokyo, Japan

## TRADEMARKS ASSIGNMENT

This trademark assignment ("ASSIGNMENT") is entered into as of the 1st day of September, 2000 by and between Kabushiki Kaisha Bandai, a Japanese corporation ("ASSIGNOR"), and Kabushiki Kaisha MegaHouse, ("ASSIGNEE"), a Japanese corporation.

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

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

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 Marks, together with all pending and issued foreign and U.S. registrations therefor, renewals, the goodwill 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 Marks, 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 Marks 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 Marks or any portion or component thereof. ASSIGNOR shall assist ASSIGNEE in obtaining any further registrations, licenses, permits or releases relating to the Marks 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 Marks, 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 Marks 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 Marks.

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 Marks 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:

Kabushiki Kaisha Bandai,  
a Japanese corporation

By: 

Takeo Takasu

Its: \_\_\_\_\_

President

ASSIGNEE:

Kabushiki Kaisha MegaHouse,  
a Japanese corporation

By: 

Katsushi Murakami

Its: \_\_\_\_\_

President

211/129016.01  
060900/1005/15151.00207

TRADEMARK  
REEL: 002170 FRAME: 0163

SCHEDULE A

Marks	U.S. Registration Status	Serial Number / Filing Date	Int'l Class	Description of Goods/Services
MegaHouse	Suspended Intent To Use Application	75/439133 Feb. 23, 1998	9	Video game machines for use with television, computer game tapes and computer game software, video game disks, vending machines, computers, phonograph records, blank audio and video tapes, pre-recorded audio and video tapes and pre-recorded audio and video disks featuring animated stories and rhymes; telephones, wireless telephones, sunglasses and cameras, namely, video photographic, 35mm and motion picture cameras.
MegaHouse	Pending Intent To Use Application	75/439048 Feb. 23, 1998	28	Video games, namely, coin-operated video games; coin-operated vehicle for use in amusement parks; stand-alone video output game machines; LCD game machines, ball pitching machines, coin and non-coin operated pinball machines; arcade games; card games and promotional game cards; balls for games, namely, baseballs, paddle balls, pinballs, tennis balls, billiard balls, and sports balls; checker sets; chess sets; magic tricks; darts; dice; dominoes; gloves for sports and games, namely pinball gloves, baseball gloves, and golf gloves; marbles for games; stuffed toys; toy figures; toy robots; toy vehicles; toys for intellectual training, namely, baby multiple activity toys and board games; musical toys; toy tops; kites; and plastic model kits, namely, toy model hobby craft kits, toy model train and airplane sets, scale model airplanes, and toy model vehicles and related accessories sold as units.

211/129016.01  
060900/1005/1515:00207

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

EXHIBIT A

Owner: Kabushiki Kaisha Bandai  
Mark: MegaHouse  
Class: 9  
Filing Date: February 23, 1998  
Serial No.: 75/439133  
Our Ref.: 15151.206

Owner: Kabushiki Kaisha Bandai  
Mark: MegaHouse  
Class: 28  
Filing Date: February 23, 1998  
Serial No.: 75/439048  
Our Ref.: 15151.207



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Filing Date: February 23, 1998  
Serial No.: 75/439133  
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Owner: Kabushiki Kaisha Bandai  
Mark: MegaHouse  
Class: 28  
Filing Date: February 23, 1998  
Serial No.: 75/439048  
Our Ref.: 15151.207

211/129016.01  
060900/1005/15151.00207

RECORDED: 10/06/2000

TRADEMARK  
REEL: 002170 FRAME: 0166