



04-11-2001

03-26-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #57



U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

101671982

3-26-01

**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

Execution Date  
Month Day Year

Name  Play Industries, Inc. dba Play Incorporated

01-31-2001

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization  California

**Receiving Party**

Mark if additional names of receiving parties attached

Name  Play Streaming Media Group, Inc.

DBA/AKA/TA

Composed of

Address (line 1)  5900 Hollis Street,

Address (line 2)  Suite R1

Address (line 3)  Emeryville  California  94608  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization  California

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.)

04/11/2001 BTUN11 00000006 75442423

FOR OFFICE USE ONLY

315E

01 FC:481 40.00 DP  
02 FC:482 275.00 DP

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: 002267 FRAME: 0504**

**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" value="75442423"/>	<input type="text" value="75006760"/>	<input type="text" value="75828312"/>	<input type="text" value="2049415"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75773805"/>	<input type="text" value="75535014"/>	<input type="text" value="76009938"/>	<input type="text" value="2198733"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75241282"/>	<input type="text" value="75535013"/>	<input type="text" value="74651822"/>	<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.

Karen A. McGee  
Name of Person Signing

*Karen A. McGee*  
Signature

3/26/01  
Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional 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)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

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 the Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**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)

75677051	<input type="text"/>	<input type="text"/>
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Effective 1/31/01 10:40 a.m.

Form 101 (10-94)

# GENERAL ASSIGNMENT

THIS ASSIGNMENT, Made this \_\_\_\_\_ day of January, 2001

By: Play Industries, Inc., a California corporation d/b/a Play Incorporated of 2890 Kilgore Road, Rancho Cordova, CA 95670 in the  
City of Rancho Cordova, County of Sacramento State of California,

FEDERAL TAX IDENTIFICATION NUMBER: 68-0371152

party of the first part, hereinafter referred to as Assignor, to Credit Managers Association of California,  
a California corporation, of Burbank, California, party of the second part, hereinafter referred to as Assignee.

**WITNESSETH:** That said assignor, for and in consideration of the covenants and agreements to be performed by the party of the second part, as hereinafter contained, and of the sum of One Dollar (\$1.00) to Assignor in hand paid by said Assignee, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, assign, convey and transfer unto said Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of the Assignor of every kind and nature and wheresoever situated, both real and personal, including but not limited to licenses, patents, inventory, accounts receivable, all marketing materials, training materials, office and reference manuals and similar items associated with Assignor, franchises, licenses, permits, consents and certificates of any regulatory, administrative or other governmental agency or body issued to or held by Assignor necessary or incidental to the conduct of Assignor's business, intellectual property including but not limited to, patents, trademarks, service marks, trade names, copyrights, trade secrets, information, proprietary rights and processes, contracts, agreements, contract rights, license agreements, purchase and sales orders, quotations and other executory rights, lease and rent deposits and prepaid expenses, furniture, art work, fixtures, equipment (including office equipment), machinery, parts, computer hardware, tools, dies, jigs, patterns, molds, automobiles and trucks and all other tangible personal property (other than the Inventory), including, without limitation, any of the foregoing which has been fully depreciated, all books of account, general, financial, tax and personnel records, customer and supplier lists including addresses, drawings, files, papers and other records, inventory, including, without limitation, raw materials, work in process, finished goods, service parts and supplies, causes of action including without limitation, any such causes of action for past infringement of United States and foreign letters patents, pending applications for United States and foreign letters patents and United States and foreign trademarks and service marks of Assignor with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives and claims to ownership rights in such United States and foreign letters patents, pending applications for United States and foreign letters patents and United States and foreign trademarks and service marks, judgments, awards and claims or demands of whatever kind or description, rights and interests of Assignor to the proceeds of insurance claims arising from damage to the assets described herein, rights of Assignor, if any, under express or implied warranties from suppliers and vendors of Assignor which are related to Assignor's Business, all goodwill, if any, associated with Assignor's business, cash, cash equivalents and bank accounts owned by Assignor and any interest or equity therein not exempt for execution, including, but not limited to, all that certain stock of merchandise, store furniture and fixtures, book accounts, books, bills receivable, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names, insurance policies, tax refunds, rebates, insurance refunds and claims, choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by the Assignor. Additionally, the property shall include all shares, options, warrants, rights (including conversion or preemptive rights) or agreements for the purchase or acquisition of any shares of capital stock in any third-party company, including without limitation, Play Streaming Media Group, Inc.

This assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the U.S. Treasury Department, and any State or local taxing agency, and the Assignor agrees to sign and execute power of attorney or all other documents as required to enable said Assignee to file and prosecute, compromise and/or settle ~~TRADEMARK~~ claims before the

Internal Revenue Service and any State or local taxing agency, and agrees to endorse any tax refund checks relating to the prior operations of said Assignor's business and to deliver such checks to the Assignee.

Leases and leasehold interests in real estate are not included in this assignment. However, if the Assignee shall determine that the same may be assigned and also that the same has a realizable value for creditors, then the Assignor agrees that upon written demand of the Assignee, it will assign and transfer said lease or leasehold interest to said Assignee, or nominee, for administration under the terms of this general assignment.

Contracts and/or agreements between Assignor and any Labor Union, or Trade Associations, are excepted from and not included in this assignment.

The Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by the Assignee. Assignor shall promptly execute, acknowledge or deliver any documents deemed reasonably necessary by Assignee to complete the actions contemplated by this Assignment.

Said Assignee is to receive the said property, conduct the said business, should it deem it proper, and is hereby irrevocably authorized at any time after the execution hereof to sell, lease, or otherwise dispose of said property upon such time and terms as it may see fit. Said Assignee shall use and apply the net proceeds arising from the conducting of said business and from the sale, or lease or other disposition of said property as follows:

**FIRST:** To deduct therefrom (or to reimburse itself with respect to) all sums which said Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee (as hereinafter defined) and to its attorney, and to the attorney for the Assignor; and, in those instances where a creditors' committee has been selected at any meeting of the creditors of the Assignor (without regard to the actual amount or number of creditors present at such creditors' meeting) then a reasonable fee shall be paid to the attorney appointed by said Creditors' Committee in an amount fixed by the said creditors' committee and said Assignee.

**SECOND:** The balance of the proceeds then remaining shall be paid to the creditors of the Assignor, pro rata, according to the indebtedness due each of them, individually, from the Assignor.

With respect to the fees of the Assignee referred to in the aforementioned paragraph **FIRST** hereinabove. Assignor hereby expressly and irrevocably agrees as follows: That the term "a reasonable fee to Assignee", as used herein, is defined as, and includes the following: (a) An administration fee computed on the basis of the total monies handled in connection with this Assignment and for the assembly, inventorying, collection and liquidation of the assets assigned, in accordance with the following schedule, to wit: the greater of a minimum fee of \$5,000, or a fee of 6% shall apply; (There shall be excluded from the foregoing, however, monies received or disbursed in connection with and incidental to any actual continuing operation of the business assigned, as distinguished from monies received in connection with the collection and liquidation of the assets assigned.); (b) a fee of 1.5% shall be charged on disbursements to secured and priority creditors and, (c) a fee of 4% shall be charged on distributions to general creditors.

The Assignee shall be entitled to reimbursement of all expenses incurred as a result of its administration out of the proceeds generated therefrom.

In addition to all the foregoing fees and charges, the Assignor expressly agrees that the Assignee shall be entitled to a further fee equal to any and all interest earned and received by the Assignee on any trust and other funds in its hands and arising from this assignment.

In an addition to all of the foregoing, when applicable, in the opinion of the Board of Directors of Assignee, an additional and reasonable fee may be taken for special, unusual, or extraordinary services actually performed by Assignee in connection with the operation, management, preservation, or administration of the property of the Assignment; and, in this connection the Board of Directors of the Assignee corporation, or the President of the Assignee corporation, is hereby given the right and discretion to determine the nature and extent of such special, unusual or extraordinary services, and the amount of additional fees in connection therewith.

The total of all of said fees shall be paid from the property assigned, and from all of the proceeds thereof and from any interest, income and increments and any additions thereto.

Any contract, liability, or obligation made by Assignee in connection with the administration of this agreement shall not personally bind Assignee or any of its officers, agents, or employees, but it shall obligate Assignee in its capacity as Assignee only, whether or not the Contract specifically so provides. Assignee hereunder shall be liable only in its official capacity for reasonable care and diligence in administering the estate created by this assignment.

Assignor as to all existing creditors extends the statute of limitations upon their respective claims for a period of one year from the date hereof.

Said Assignee is also authorized and empowered to appoint such agents, field representatives, attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of the Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this assignment as said Assignee may consider necessary or advisable.

Assignee agrees to accept the General Assignment provider hereunder.

*IN WITNESS WHEREOF*, the said parties have hereunto set their hands the day and year first above written.

*Play Industries, Inc.,*



By: Daniel Kaye, President

*CREDIT MANAGERS ASSOCIATION OF CALIFORNIA*  
*a California corporation*



By: *Robert Hoder, Secretary*

## BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement") is made as January 30, 2001, by Credit Managers Association of California d/b/a Business Credit Services, a California corporation ("Seller") having offices located at 40 East Verdugo Avenue, Burbank, California, 91502, in favor of Play Streaming Media Group, a California corporation ("Buyer") having offices located at 5900 Hollis Street, Suite R1, Emeryville, California 94608. Capitalized terms not otherwise defined in this Agreement shall have the meaning given them in that certain Asset Purchase Agreement dated of even date herewith, by and between Buyer and Seller (the "Asset Purchase Agreement").

### WITNESSETH:

**WHEREAS**, pursuant to and in connection with the Asset Purchase Agreement, Seller has agreed to convey, sell, transfer, assign and deliver to Buyer each and all of the Purchased Assets for good and valuable consideration received by Seller from Buyer; and

**WHEREAS**, in partial consideration for the conveyance, sale, transfer, assignment, and delivery of the Purchased Assets, the Asset Purchase Agreement requires Buyer to assume and hold Seller harmless from and against certain obligations and liabilities of Seller.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Upon the terms and subject to the conditions set forth in the Asset Purchase Agreement, at the Closing, Seller hereby conveys, sells, transfers, assigns and delivers to Buyer, its successors and assigns or other legal representatives, and Buyer hereby purchases from Seller, all rights, title and interests of Seller at the Closing in and to the Purchased Assets. The said interests in the Purchased Assets are the entire ownership interests in the Purchased Assets to be held and enjoyed by Buyer, its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this sale, transfer and assignment had not been made.

1. Notwithstanding the foregoing, Seller does not hereby convey, sell, transfer, assign or deliver to Buyer any of Seller's rights, title and interests in and to any of the Excluded Assets.

2. Seller hereby warrants and represents that (i) Seller is the lawful owner of the Purchased Assets; (ii) Seller has the full right and power to sell, transfer, assign and deliver the Purchased Assets; together with all claims for damages by reason of past infringement of the US and foreign letters patents, pending applications for US and foreign letters patents and US and foreign trademarks and service marks, including but not limited to those identified in Schedule 1.1(d) of the Asset Purchase Agreement with the right to sue for, and collect the same for its own use and behoove, and for the use and behoove of its successors, assigns or other legal representatives and claims to ownership rights in the US and foreign letters patents, pending applications for US and foreign letters patents and US and foreign trademarks and service marks

identified in Schedule 1.1(d) of the Asset Purchase Agreement; (iii) that title to the Purchased Assets is hereby vested in Buyer free and clear of all Liens; and (iv) Seller has no knowledge of any adverse claim to or in the Purchased Assets.

3. Buyer does hereby assume and agree to pay when due, perform and discharge in accordance with the terms thereof, and to hold Seller harmless from, the Assumed Liabilities. Buyer is assuming no liabilities or obligations of Seller except for the Assumed Liabilities. The assumption by Buyer of the Assumed Liabilities hereunder shall in no way expand the rights or remedies of any third party against Buyer or Seller as compared to the rights and remedies which such third party would have had against Seller had Buyer not assumed such liabilities. Without limiting the foregoing, the assumption by Buyer of the Assumed Liabilities shall not create any third party beneficiary rights.

4. Each party: (a) acknowledges and agrees that the certain of the Purchased Assets, specifically, the US and foreign letters patents and pending applications for US foreign letters patents identified in Schedule 1.1(d) of the Asset Purchase Agreement, require the signature of the inventors named therein and corporate officers of Play Industries, and its d/b/a Play Incorporated, a California corporation, and for the registered US and foreign trademarks and service marks, and applications for US and foreign trademarks and service marks identified in Schedule 1.1(d) of the Asset Purchase Agreement, require the signature of the corporate officers of Play Industries, and its d/b/a Play Incorporated, a California corporation, in order to effect and properly record a name correction and amendment to any and all assignments to correct the chain of title for the US and foreign letters patents, pending applications for US and foreign letters patents, registered US and foreign trademarks and service marks, and applications for US and foreign trademarks and service marks identified in Schedule 1.1(d) of the Asset Purchase Agreement; (b) covenants to the other party, and its successors and assigns, that such party will at anytime, and from time to time, at the request of the other party have duly executed and delivered, or will cause to be executed and delivered by each and every inventor named in the U.S. and foreign letters patents and applications for US and foreign letters patents identified in Schedule 1.1(d) of the Asset Purchase Agreement and the corporate officers of Play Industries and its d/b/a Play Incorporated, a California corporation, all such further documents, instruments, amendments, assignments, conveyances and powers of attorney as the other party may request to correct, amend or otherwise secure title in Buyer of the US and foreign letters patents, pending applications for US and foreign letters patents, registered US and foreign trademarks and service marks, and applications for US and foreign trademarks and service marks identified in Schedule 1.1(d) of the Asset Purchase Agreement; and (c) covenants to the other party, and its successors and assigns, that such party will at any time and from time to time at the request of the other party duly execute and deliver, or will cause to be executed and delivered, all such further acts, transfers, assignments, novations, conveyances, powers of attorney and assurances as the other party may reasonably request to effect the conveyance, sale, transfer, assignment and delivery of the Purchased Assets and assumption of the Assumed Liabilities.

5. Seller hereby constitutes and appoints Buyer, its successors and assigns, as the true and lawful attorney of Seller with full power of substitution, in the name of Seller but on behalf of and for the benefit of Buyer and its successors and assigns, to collect the items being transferred to Buyer as provided herein, to endorse, without recourse, checks, notes and other



instruments in respect of such items in the name of Seller, to institute and prosecute, in the name of Seller or otherwise, all proceedings that Buyer may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in or to the Purchased Assets as provided herein, to defend and compromise any and all actions, suits or proceedings in respect of any of the Purchased Assets and to do all such acts and things in relation thereto as Buyer may deem advisable. Seller agrees that the foregoing powers are coupled with an interest in favor of Buyer and shall be irrevocable by Seller directly or indirectly in any manner or for any reason. Seller further agrees that Buyer shall retain for its own account any amounts collected pursuant to the foregoing powers, and Seller shall pay to Buyer, if and when received, any amounts that shall be received by Seller on or after the date hereof in respect of the Purchased Assets as provided herein.

6. Notwithstanding anything in this Agreement to the contrary, any claim, contract, license or commitment shall not be assigned hereby if an attempted assignment of the same without the consent of the other party or parties thereto would affect adversely the rights purported to be transferred hereby and if such consent is not obtained. Seller covenants and agrees that in such event the beneficial interest in and to any such properties or assets shall pass hereby to Buyer, and Seller covenants and agrees (i) to hold and hereby declares that it holds any and all such properties and assets in trust for the benefit of Buyer, its successors and assigns; (ii) to cooperate with Buyer to obtain and secure all consents that may be necessary to effect a full and valid transfer or transfers of the same; (iii) to make or complete such transfer or transfers as soon as reasonably possible; and (iv) to cooperate with Buyer in any assignment or other reasonable arrangement designed to provide for Buyer the benefits of and under any such claim, contract, license or commitment.

7. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

8. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but will not be assignable or delegable by any party without the prior written consent of the other party; provided, however, that nothing in this Agreement is intended to limit Buyer's ability to assign or to transfer any of the Purchased Assets following the date hereof.

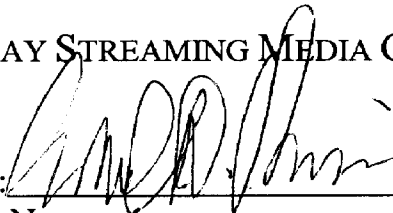
9. This Agreement and the legal relations among the parties hereto will be governed by and construed in accordance with the laws of the State of California.

10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the undersigned have executed this Bill of Sale, Assignment and Assumption Agreement as of the day and year above first written.


**BUYER:**

PLAY STREAMING MEDIA GROUP, INC.

By:   
Name: EDWARD D BRISCOE  
Title: PRESIDENT + CEO

**SELLER:**

CREDIT MANAGERS ASSOCIATION OF  
CALIFORNIA D/B/A BUSINESS CREDIT  
SERVICES

By:   
Name: ROBERT J. HODER, SECRETARY  
Title: \_\_\_\_\_

**Play Industries**  
**Registered trademarks and pending applications**

MARK/ COUNTRY	REG NO.	REG DATE	CURRENT OWNER OF RECORD as of 1/18/2001
PLAY (USA)	2,049,415	4/1/97	Imperial Bank Sacramento, CA June 16, 1999
TRINITY (USA)	2,198,733	10/20/98	Imperial Bank Sacramento, CA June 16, 1999
GIZMOS '98	75/442,423	3/2/98	Play Industries
GLOBECASTER	75/773,805	8/11/99	Play Industries
INFINITY ENGINE	75/241,282	2/13/97	Play Industries
PLAY (CLASS 41)	75/006,760	3/22/00	Play Industries
PLAY and design (Arrow)	75/535,014	8/12/98	Play Industries
PLAY and design (atomic)	75/535,013	8/12/98	Play Industries
PLAYTV Class 38	75/828,312	10/20/00	Play Industries
PLAYTV Class 41	76/009,938	3/30/00	Play Industries
SNAPPY	74/651,822	3/27/95	Digital Creations, Inc. dba Play, Inc.
UBER NURBS	75/677,051	4/7/99	Play Incorporated