

05-21-2002

0

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECOF TR. 102097928

DEPARTMENT OF COMMERCE J.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
LaSalle Business Credit, Inc. *5.6.02*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State a Delaware corporation
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Interplay OEM, Inc.
Internal Address: none
Address: none
Street Address: 16815 Von Karman Avenue
City: Irvine State: CA 92608

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State California
 Other

US PATENT & TRADEMARK OFFICE
MAY - 6 A 9:11
RECEIVED
TRADEMARK FEE PROCESS.

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Patent and Trademark Security Interest Release
 Execution Date: April 30, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,364,851

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Sherwin Root, Esq.
Internal Address:
c/o Akin, Gump, Strauss, Hauer & Feld, L.L.P.
Street Address: 2029 Century Park East
Suite 2400
City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ *40.00*
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-0052
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Sherwin Root *[Signature]* *May 1, 2002*
Name of Person Signing Signature Date

Christine E Wilson *[Signature]*
Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05/20/2002 LNUJELLER 00000277 200052 2364851
01 FC:481 40.00 CH

TRADEMARK REEL: 002509 FRAME: 0770

PATENT AND TRADEMARK SECURITY INTEREST RELEASE

THIS PATENT AND TRADEMARK SECURITY INTEREST RELEASE is effective as of the 30th day of April, 2002, by LaSalle Business Credit, Inc. ("Lender").

WHEREAS Lender has a security interest of record in the trademarks, patents and patent applications listed in Exhibit A, which are Exhibit A from a Trademark Security Agreement dated April 11, 2001 (the "Security Agreement") and recorded in the United States Patent and Trademark Office on April 11, 2001 on reel 002293 frame 0533; and

WHEREAS at the time the security interest was recorded, the trademarks, patents and patent applications of Exhibit A were in the name of Interplay OEM, Inc. ("OEM").

WHEREAS such trademarks, patents and patent applications were pledged as collateral under the Security Agreement.

AND WHEREAS Interplay has satisfied its obligations under said Security Agreement and desires to have the security interest of Lender released;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Lender agrees to release its security interest in the trademarks, patents and patent applications listed in Exhibit A and Lender hereby:

Grants, reassigns and conveys to OEM its entire right, title and interest in and to the trademarks, patents and patent applications listed in Exhibit A, including without limitation its security interest in the trademarks, patents and patent applications of Exhibit A, the right to sue for past, present and future infringements of such trademarks, patents and patent applications, all rights corresponding thereto throughout the world, and all renewals and extension thereof, as if the Agreement recorded on April 11, 2001 never occurred.

IN WITNESS WHEREOF, Lender has caused this instrument to be signed under seal by its duly authorized representative.

LASALLE BUSINESS CREDIT, INC.

By: Lawrence P. Garni
Typed Name: LAWRENCE P. GARNI
Title: SENIOR VICE PRESIDENT

State of New York)
County of New York)

Before me, the undersigned authority, on this day personally appeared Lawrence P. Garni of LaSalle Business Credit, Inc., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, in the capacity therein subscribed, and as the act and deed of the said corporation.

Dated this 26th day of April, 2002.

Scott J. Giordano
(Notary Public)

(SEAL)

SCOTT J. GIORDANO
Notary Public, State of New York
No. 02GI5044900
Qualified in New York County
Commission Expires June 5, 2003

EXHIBIT A

TRADEMARK

REG. NO.

OWNER

OEM Design

2,364,851

Interplay OEM, Inc.