

11-29-2002

2 SHEET

Docket No.:



ONLY

3207.17207

102296889

Tab settings

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

1. Name of conveying party(ies):

TSR, Inc.

11-26-02

- Individual(s)
- General Partnership
- Corporation-State Wisconsin
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: M.C. Futures, Inc.

Internal Address: _____

Street Address: 976 Waterville Road

City: Oconomowoc State: WI ZIP: 53066

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 10/21/1993

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,260,099

Additional numbers

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John M. Manion

Internal Address: Ryan Kromholz & Manion, S.C.

Street Address: P.O. Box 26618

City: Milwaukee State: WI ZIP: 53226

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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.

John M. Manion

Name of Person Signing

Signature

19 November 2002

Date

Total number of pages including cover sheet, attachments, and

10

TRADEMARK

REEL: 002624 FRAME: 0737

Tab settings

To the Honorable Commissioner of Patents and Trademarks Attached original documents or copy thereof.

1. Name of conveying party(ies):

TSR, Inc.

700 AUG 27 AM 10: 36

FINANCE SECTION

18-27-02

11-26-02

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 10/21/1993

2. Name and address of receiving party(ies):

Name: M.C. Futures, Inc.

Internal Address:

Street Address: 976 Waterville Road

City: Oconomowoc State: WI ZIP: 53066

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,260,099

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John M. Manion

Internal Address: Ryan Kromholz & Manion, S.C.

Street Address: P.O. Box 26618

City: Milwaukee State: WI ZIP: 53226

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:

06-2360

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.

John M. Manion

Name of Person Signing

Signature

21 August 2002

Date

Total number of pages including cover sheet, attachments, and

2

RESUB 11/26/02

ASSIGNMENT OF RIGHTS AGREEMENT

AGREEMENT made as of this 21st day of October, 1993 by and between TSR, INC., having its principal place of business at 201 Sheridan Springs Road, Lake Geneva, Wisconsin 53147 (hereinafter referred to as "Seller") and M.C. FUTURES, INC., having its principal place of business at 976 South Waterville Road, Oconomowoc, Wisconsin 53066 (hereinafter referred to as "Purchaser").

WITNESSETH:

WHEREAS, Seller claims rights and interests in and to the World War I aerial combat role playing games entitled **FIGHT IN THE SKIES** and **DAWN PATROL**, including copyrights, trademarks, trade names, service marks, trade styles, indicia, logos, formats, underlying game design, graphic and written material, and other elements and contexts relating to or concerning said role playing game (all of the rights enumerated herein hereinafter are collectively referred to as the "Rights"); and

WHEREAS, Seller desires to sell and assign its entire right, title and interest throughout the world in and to all of the Rights, and Purchaser desires to purchase the same, upon the terms, conditions, covenants and representations hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and all of the mutual promises and covenants hereinafter set forth, it is agreed as follows:

I. PURCHASE AND SALE OF THE PUBLISHING RIGHTS

1.1. Rights to be Transferred. Upon the terms and subject to all of the conditions herein and the performance by each of the parties of their respective material obligations hereunder, Seller agrees to sell, transfer, convey, assign and deliver to Purchaser, and Purchaser agrees to acquire and accept from Seller as hereinafter provided, upon the execution of this Agreement, the entire right, title and interest of Seller in and to the Rights, including but not limited to Seller's rights and interest in the following:

(a) The Rights as they may be used and have been used as a role playing game in all formats.

(b) The copyright rights for the Rights, and the registrations therefor and all renewals and extensions thereof listed on Schedule A attached hereto.

(c) The trademarks, for the Rights, and the registrations therefor listed on Schedule B attached hereto, together with the goodwill symbolized thereby and the right to recover for past infringement thereof.

1.2 Purchase Price. The purchase price for the Rights (hereinafter "Purchase Price") shall be Five Thousand Dollars (\$5,000.00), payable in full upon the execution of this Agreement by bank cashier's check delivered to Seller or by wire transfer of immediately available funds to an account designated by Seller.

II. COVENANTS OF SELLER

2.1 Quitclaim. No warranties or representations of any kind, express or implied, are made with respect to any of the Rights to be transferred, except that Seller warrants that Seller has not transferred its interest in these Rights to any other person, nor has Seller created any liens on any of the Rights to be transferred which have not been released. **SELLER EXPRESSLY DISCLAIMS THE WARRANTIES OF TITLE AND NONINFRINGEMENT.** Purchaser expressly acknowledges that it is taking the Rights subject to adverse claims, if any, of others except those who claim through Seller.

2.2 Assistance of Seller. Seller will, at Purchaser's request, execute and deliver such further instruments of assignment, transfer or conveyance of any of the Rights, or documents to acknowledge, confirm, record, or support the same, as Purchaser may reasonably request or deem desirable to assist the Purchaser in protecting or registering rights in the Rights or otherwise.

2.3 Cessation of Use and Representation of Ownership. Seller agrees that after the execution of this Agreement, it will cease to use or exploit in any manner whatsoever any part of the Rights, and will cease to hold itself out to the public as having any ownership in any part of the Rights, or as having any right to use the same or to authorize others to use the same, and shall not assist or cooperate with anyone else in so doing.

2.4 Seller's Retained Rights Not To Be Violated. Nothing contained in this Agreement shall entitle or be construed as authorizing or granting to Purchaser the right to use, market, sell, exploit, copy, advertise, assign, license, or otherwise claim any interest in any trademark, copyrights, licenses, confidential or other information, customer lists, inventory, materials, general intangibles or other property or rights of or retained by Seller. Purchaser expressly agrees it has no such rights, grants, authority or entitlement. Purchaser's rights under this Agreement are expressly limited to the two titles "DAWN PATROL" and "FIGHT IN THE SKIES" and rights related to them.

2.5 No Challenge. After the execution of the Agreement, and provided Purchaser is not then in breach of any of its material obligations hereunder, Seller will not dispute, challenge or contest, directly or indirectly, Purchaser's title or ownership in or to any of the assets comprising of the Rights, or the validity of enforceability of any rights therein, and will not aid or assist any others in so doing.

III. DELIVERY OF DOCUMENTS

3.1 Documents Being Delivered. Seller is delivering to Purchaser the following documents:

(a) Separate assignment of the copyrights identified on Schedule A hereto; and

(b) Separate assignment for recording purposes of the trademarks identified on Schedule B hereto, together with the goodwill of the business symbolized thereby.

3.2 Delivery. Delivery of the documents described in Section 3.1 will be effected upon receipt of evidence of the wire transfer of the Purchase Price as provided for in Section 1.2.

IV. GENERAL PROVISIONS

4.1 No Rights in Third Parties Created. This Agreement is solely between the parties hereto and all rights arising from it are intended to inure to the sole benefit of the parties. It is not the intention of the parties to create any rights in any third parties, whether as third party beneficiaries or otherwise, and whether in the nature of a guarantee or otherwise, and the parties expressly disavow any such intention, and this Agreement shall be construed and interpreted so as not to create or confer any such third party rights.

4.2 Disclaimer of Liability. SELLER'S LIABILITY FOR BREACH OF ANY WARRANTY, REPRESENTATION, COVENANT OR UNDERTAKING UNDER THIS AGREEMENT AND RELATED DOCUMENTS AND TRANSACTIONS OR ARISING OUT OF THE ASSETS TO BE TRANSFERRED SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID FOR THE ASSETS TO BE TRANSFERRED. IN THE EVENT OF ANY CLAIM AGAINST SELLER, PURCHASER SHALL GIVE SELLER PROMPT WRITTEN NOTICE THEREOF WITH ALL PARTICULARS, IN NO EVENT LATER THAN THIRTY (30) DAYS AFTER THE CLAIM SHOULD HAVE BEEN DISCOVERED BY PURCHASER, OR PURCHASER SHALL BE BARRED FROM ANY RECOURSE AGAINST SELLER. PURCHASER SHALL COOPERATE AND FURNISH SELLER, UPON REQUEST, WITH ALL EVIDENCE, WITNESSES AND MATERIALS PERTINENT TO ANY SUCH CLAIM. NO CLAIM MAY BE ASSERTED AGAINST SELLER BY PURCHASER OR ITS SUCCESSORS OR ASSIGNS RELATING TO THIS AGREEMENT OR THE ASSETS TO BE TRANSFERRED MORE THAN THIRTEEN (13) MONTHS AFTER THE DATE OF THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.

4.3 Waiver and Modification. Either party hereto may waive satisfaction of any condition precedent to its obligation to consummate the transactions contemplated hereby. Such waiver must be made in writing by the party entitled to the benefit of such condition.

4.4 Expenses of this Transaction. All expenses and charges in connection with this transaction, including without limitation, accounting, legal professional services, shall be borne by the party incurring the same.

4.5 Notices. Any notice required or permitted to be given hereunder shall be deemed duly given if sent by registered mail, postage prepaid, addressed as follows or such other address as may be furnished in writing by any such person.

(a) If to Seller:

TSR, Inc.
201 Sheridan Springs Road
Lake Geneva, Wisconsin 53147
Attn: Vice President, Business Affairs

(b) If to Purchaser:

M.C. Futures, Inc.
976 South Waterville Road
Oconomowoc, Wisconsin 53066
Attn: Michael L. Carr, President

4.6 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4.7 Severability. All provisions of this Agreement are limited to the extent mandated by any applicable law. If any provision or portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable, and such determination shall become final, such provision or portion shall be deemed to be severed and deleted herefrom and the remaining provisions and portions shall survive and be enforced to give effect to the intentions of the parties insofar as that is possible.

4.8 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin. The parties submit, exclusively, to the personal jurisdiction of the federal and state courts located in Walworth County, Wisconsin, U.S.A. The parties agree that each such court is a convenient forum for resolution of all disputes in connection with this Agreement. Each party agrees that if so served it will raise no objection to the personal jurisdiction of the court on any matter connected with this Agreement which is within the court's subject matter jurisdiction.

4.9 Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

4.10 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties and supersedes all prior oral or written agreements or understandings relating to the subject matter hereof.


4.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the Agreement between Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereof have caused this Agreement to be executed as of the date first written above.

TSR, INC. (Seller)

M.C. FUTURES, INC. (Purchaser)

By: 
President & C.E.O.

By: 
President

ASSIGNMENT OF COPYRIGHT

For consideration as set forth in the Assignment of Rights Agreement dated October 21, 1993, between TSR, Inc. and M.C. Futures, Inc. the receipt and sufficiency of which is mutually acknowledged, TSR, Inc. ("Assignor"), having its principal place of business at 201 Sheridan Springs Road, Lake Geneva, Wisconsin 53147, hereby assigns to M.C. Futures, Inc. ("Assignee"), having its principal place of business at 976 South Waterville Road, Oconomowoc, Wisconsin 53066, any and all right, title and interest it may have or control or which it has had or controlled in and to the copyrights listed on Schedule A attached hereto, including all rights to renewal or extension of copyright, to recover for past or future infringement, and to make application or institute suit therefor.

TSR, INC. (Assignor)

Date: 10-21-93

By: *Lorraine D. Williams*
President & C.E.O.

State of Wisconsin
County of Walworth

On this 21 day of October, 1993, before me personally appeared LORRAINE D. WILLIAMS, known by me, and her signatory as President and Chief Operating Officer of TSR, Inc. known by me to be a duly authorized officer of the corporation, executed the foregoing instrument in my presence on behalf of herself and her corporation.

Carol A. Hubbard
Notary Public
State of Wisconsin

(Seal)

My commission expires:

May 14, 1993

ASSIGNMENT OF TRADEMARK

For consideration as set forth in the Assignment of Rights Agreement dated October 21, 1993, between TSR, Inc. and M.C. Futures, Inc., the receipt and sufficiency of which is mutually acknowledged, TSR, Inc. ("Assignor"), having its principal place of business at 201 Sheridan Springs Road, Lake Geneva, Wisconsin 53147, hereby assigns to M.C. Futures, Inc. ("Assignee"), having its principal place of business at 976 South Waterville Road, Oconomowoc, Wisconsin 53066, any and all right, title and interest it may have or control or which it has had or controlled in and to all the trademarks listed on Schedule B attached hereto, including the goodwill symbolized thereby, all rights to renewal or extension of trademark, to recover for past and future infringement, and to make application or institute suit therefor.

TSR, INC. (Assignor)

Date: 10-21-93

By: Lorraine D. Williams
President & C.E.O.

State of Wisconsin
County of Walworth

On this 21 day of October, 1993, before me personally appeared LORRAINE D. WILLIAMS, known by me, and her signatory as President and Chief Operating Officer of TSR, Inc. known by me to be a duly authorized officer of the corporation, executed the foregoing instrument in my presence on behalf of herself and her corporation.

Carol A. Hubbard
Notary Public
State of Wisconsin

(Seal)

My commission expires:

May 14, 1995

SCHEDULE "A"

Copyright

Country

Registration Number

Dawn Patrol

United States

TX 1-017-550

Fight in the Skies

United States

A 772 193

Fight in the Skies

United States

A 30002

10/18/93

8

TRADEMARK
REEL: 002624 FRAME: 0746

SCHEDULE "B"

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>
Dawn Patrol	United States	1,260,099
Dawn Patrol	Germany	1,054,774
Dawn Patrol	France	1,224,788
Dawn Patrol	United Kingdom	1,208,411

10/18/93

9

RECORDED: 11/19/2002

TRADEMARK
REEL: 002624 FRAME: 0747