

12-11-2002



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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

Hasbro Interactive, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: January 23, 2001

2. Name and address of receiving party(ies)

Name: Infogrames Interactive, Inc.

Internal

Address: _____

Street Address: 50 Dunham Road

City: Beverly State: MA Zip: 01915

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2079557

Additional number(s) attached Yes No

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

Name: Doreen Small, Esq.

Internal Address: _____

12/10/2002 TBI:AZ1 00000042 500741 2079557

40.00 CH

Street Address: Infogrames, Inc.

417 Fifth Avenue

City: NY State: NY Zip: 10016

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:

500741

(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.

Doreen Small

Name of Person Signing

Doreen Small

Signature

11/22/02

Date

Total number of pages including cover sheet, attachments, and document: 6

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

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Office of the Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "HASBRO INTERACTIVE, INC.", CHANGING ITS NAME FROM "HASBRO INTERACTIVE, INC." TO "INFOGRAMES INTERACTIVE, INC.", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF JANUARY, A.D. 2001, AT 12 O'CLOCK P.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1145901

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DATE: 05 21 01

TRADEMARK
REEL: 002630 FRAME: 0816

FROM HASBRO, INC

AMENDED
CERTIFICATE OF INCORPORATION
OF
HASBRO INTERACTIVE, INC.

Pursuant to Section 242 of the General
Corporation Law of the State of Delaware

Hasbro Interactive, Inc., organized and existing under the General Corporation Law of the State of Delaware, does hereby certify that:

FIRST: Hasbro Interactive, Inc. (the "Corporation"), incorporated on December 8, 1995, hereby amends Articles I and III of its Certificate of Incorporation, in accordance with and pursuant to Section 242 of the General Corporation Law of the State of Delaware, so that such Articles read in their entirety as follows:

ARTICLE I

Name

The name of the corporation is:

Infogrames Interactive, Inc.

ARTICLE III

Capital Stock

The total number of shares of capital stock which the Corporation shall have authority to issue is 3,000 shares, consisting of (a) 2,961 shares of Common Stock, par value \$1.00 per share (except as otherwise provided in Part B of this Article III, the "Common Stock"), and (b) 39 shares of Preferred Stock, par value \$.01 per share (the "Preferred Stock").

A. Common Stock. Except as otherwise provided by the General Corporation Law of the State of Delaware or by Part B of this Article III fixing the relative powers, preferences and rights and the qualifications, limitations or restrictions of the Preferred Stock, the entire voting power of the shares of the Corporation for the election of Directors and for all other purposes, as well as all other rights pertaining to shares of the Corporation, shall be vested exclusively in the Common Stock. Each share of Common Stock shall have one vote upon all matters to be voted on by the holders of the Common Stock, and shall be entitled to participate equally in all dividends payable with respect to the Common Stock and to share equally, subject to the rights and preferences of the Preferred Stock, in all assets of the Corporation, in the event of any

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voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, or upon any distribution of the assets of the Corporation.

B. Preferred Stock. The powers, preferences and rights, and the qualifications, limitations or restrictions of the Preferred Stock are as follows:

1. Definitions. For purposes of this Part B of this Article III, the following terms shall have the following meanings:

"Closing Date" means the Closing Date under the Contribution Agreement, dated as of December 6, 2000, by and among Infogrames Entertainment SA, Hasbro, Inc., Hasbro U.K. Limited and Hasbro Internet Holdings, Inc.

"Common Stock" means any equity security of any kind which the Corporation shall at any time issue or be authorized to issue other than the Preferred Stock.

"Liquidation Event" means any liquidation (complete or partial), dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary.

"Liquidation Price" means the sum of (i) all accrued but unpaid dividends, whether or not declared, on the Preferred Stock and (ii) \$25,641.03 per share of Preferred Stock.

"Seventh Anniversary Date" means the date which is the seventh annual anniversary of the Closing Date.

"Stated Rate" means (i) during the period through and including the 29th day following the Seventh Anniversary Date, 5% per annum, (ii) during the period beginning on the 30th day following the Seventh Anniversary Date and ending on the 44th day following the Seventh Anniversary Date, 20% per annum, (iii) during the period beginning on the 45th day following the Seventh Anniversary Date and ending on the 59th day following the Seventh Anniversary Date, 30% per annum, and (iv) during the period beginning on the 60th day following the Seventh Anniversary Date and for all periods thereafter, 40% per annum.

2. Dividends.

a. The holders of the Preferred Stock shall be entitled to receive out of funds legally available therefore cumulative cash dividends at the Stated Rate of the Liquidation Price of such Preferred Stock before any dividend is declared and paid on shares of Common Stock.

b. The Preferred Stock dividends will accrue annually from the Closing Date in arrears and will compound annually (to the extent not paid). Such dividends will accrue whether or not such dividends have been declared and whether or not there shall be (at the time such dividend shall accrue or become due or at any other time) funds legally available for the payment of dividends. Accrued and unpaid dividends shall be paid when, as and if declared by the Board of Directors out of funds legally available for

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such purpose. The Corporation shall not pay dividends on or make any other distribution on the Common Stock until all accrued but unpaid dividends on the Preferred Stock have been declared and paid.

3. Liquidation Rights.

a. Subject to Section 3(b), upon any Liquidation Event no distribution or payment shall be made to holders of the Common Stock unless, prior to the first such distribution or payment, the holders of the Preferred Stock shall have received an amount in cash equal to the Liquidation Price. The holders of the Preferred Stock shall not be entitled to any payment upon a Liquidation Event in addition to payment of the Liquidation Price.

b. If the assets distributable in any such event to the holders of the Preferred Stock are insufficient to permit the payment to such holders of the full preferential amounts, if any, to which they may be entitled, such assets shall be distributed ratably among the holders of the Preferred Stock in proportion to the full preferential amount each such holder would otherwise be entitled to receive.

4. Redemption.

a. The Preferred Stock shall not be redeemable by the Corporation prior to the Seventh Anniversary Date. On the Seventh Anniversary Date, the Corporation shall redeem for cash out of any funds legally available therefore, not less than 100% of the Preferred Stock held by each holder on that date. Redemptions of each share of Preferred Stock made pursuant to this Section 4 shall be made at the Liquidation Price.

b. For the purpose of determining whether funds are legally available for redemption of Preferred Stock as provided herein, the Corporation shall value its assets at the highest amount permissible under applicable law. If on the Seventh Anniversary Date funds of the Corporation legally and otherwise available for redemption pursuant to Section 4(a) shall be insufficient to redeem all the Preferred Stock required to be redeemed as provided herein, funds to the extent so available shall be used for such purpose and the Corporation shall effect such redemption pro rata according to the number of shares held by each holder of Preferred Stock. The redemption requirements provided hereby shall be continuous, so that if at any time after the Seventh Anniversary Date such redemption requirements shall not be fully discharged, then without further action by any holder of Preferred Stock, legally available funds shall be applied therefor until such redemption requirements in respect of the Preferred Stock are fully discharged. Dividends will continue to accrue on shares of Preferred Stock until the date on which such shares are redeemed as provided herein.

5. Voting Rights. Except as otherwise required by law or in Section 6 of this Part B, shares of Preferred Stock shall not have any voting rights.

6. Amendment and Waiver. No amendment, modification or waiver of any provision of this Part B of this Article III shall be binding or effective without the prior

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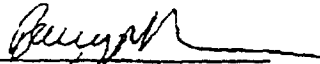
written consent of the holders of a majority of the shares of Preferred Stock outstanding as of the time of the proposed amendment, modification or waiver.

SECOND: In lieu of a meeting and vote of stockholders, the sole holder of outstanding stock entitled to vote has given its written consent to the above amendment in accordance with Section 228 of the General Corporation Law of the State of Delaware.


THIRD: The amendment set forth above was duly adopted in accordance with Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Hasbro Interactive, Inc. has caused this Amended Certificate of Incorporation of the Corporation to be signed by the undersigned this 22 day of January, 2001.

HASBRO INTERACTIVE, INC.

By: 
Name: BARRY NAGLER
Title:

ATTEST:

By: 
Name: PAULINE ZONYK
Title: