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

Tab settings

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

1. Name of conveying party(ies): 3-2803 Crave Entertainment, Inc.

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

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

- Nature of conveyance: Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: February 12, 2003

2. Name and address of receiving party(ies) Name: Vivendi Universal, Inc. Games Internal 10th Floor Address:

Street Address: 6080 Center Drive City: Los Angeles State: CA Zip: 90045

- 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) 76/367,226 76/299,322 76/386,167

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Rod A. Rigole, Esq. Internal Address: Vivendi Universal Games

Street Address: 6080 Center Drive 10th Floor

City: Los Angeles State: CA Zip: 90045

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number: 50-1107

(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.

Rod A. Rigole Name of Person Signing

Signature

March 20, 2003 Date

Total number of pages including cover sheet, attachments, and document: 5

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

**GENERAL INTELLECTUAL PROPERTY AND TRADEMARK RIGHTS
ASSIGNMENT**

THIS AGREEMENT OF INTELLECTUAL PROPERTY TRANSFER AND TRADEMARK RIGHTS ASSIGNMENT is made the 12th day of February, 2003 between Crave Entertainment, Inc., a California corporation, having a principal place of business at 19645 Rancho Way, Rancho Dominguez, California 90220 ("Assignor"), and Vivendi Universal Games, Inc., a Delaware corporation, having a principal place of business at 6080 Center Drive, 10th Floor, Los Angeles, California 90045 ("Assignee");

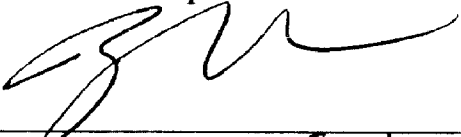
WHEREAS, pursuant to the Binding Letter of Intent dated June 28, 2002 between Assignor and Assignee with respect to the marks MACE GRIFFIN, MACE GRIFFIN BOUNTY HUNTER and HUNT THEM DOWN (the "Mace Griffin Agreement"), and pursuant to the Agreement dated September 9, 2002 between Assignor and Assignee with respect to the mark WHIRL TOUR (the "Whirl Tour Agreement"), the Assignor has specifically acquired certain rights in and to the trademarks, service marks, and trade names (the "MARKS"), including all U.S. trademark registrations or applications, foreign trademark registrations or applications, state trademark registrations or applications, and any common law rights in the MARKS, as collectively attached hereto on Exhibit "A," together with, except for any income, royalties, damages and payments now or hereafter due and/or payable to Assignor pursuant to the "EA Agreement" and the "MacPlay Agreement" (as such terms are defined in the Mace Griffin Agreement), any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, and all rights corresponding thereto throughout the world, and all of the goodwill and assets of Assignor's business symbolized thereby or associated therewith; and

WHEREAS, the Assignee wishes to acknowledge its acquisition all of Assignor's rights in and to the MARKS and the good will and assets associated therewith throughout the world for the purpose of recording assignments of the intellectual property rights acquired from Assignor with various governmental entities. Assignee is the successor to the Assignor's business in connection with the MARKS.

NOW THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns, transfers and conveys to the Assignee all right, title and interest in and to the MARKS and the registration(s) or applications thereof together with the good will and assets of the business which is symbolized by the MARKS and with the right to recover for damages and profits and all other remedies for past infringements thereof. This assignment constitutes a transfer of all of Assignor's right, title and interest in the MARKS except for Assignor's license rights in the marks MACE GRIFFIN and MACE GRIFFIN BOUNTY HUNTER for purposes of Assignor's performance of the EA Agreement and the MacPlay Agreement.

ASSIGNOR:

CRAVE ENTERTAINMENT, INC.
a California corporation

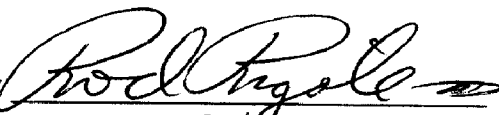
By 

Name: Barry Seaton
Title: Vice President, General Counsel

Date February 12, 2003

ASSIGNEE:

VIVENDI UNIVERSAL GAMES, Inc.
a Delaware corporation

By 

Name: Rod Rigole
Title: Assistant Secretary

Date 2/12/2003

EXHIBIT "A"

TRADEMARKS/SERVICE MARKS

<u>Mark</u>	<u>Country/State</u>	<u>Appl./Reg. No.</u>	<u>Filed/Issued</u>
MACE GRIFFIN	European Union	2560423	2/01/02
MACE GRIFFIN	United States	76/367226	2/05/02
MACE GRIFFIN BOUNTY HUNTER	worldwide	N/a	N/a
WHIRL TOUR	European Union	2628147	3/22/02
WHIRL TOUR	United States	76/386167	3/22/02
HUNT THEM DOWN	United States	76/299322	8/14/01