

Form PTO-1594  
(Rev. 10/02)  
OMB No 0651-0027 (exp. 6/30/2005)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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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):  
Interplay Entertainment Corp.

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State Delaware
- 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: May 8, 2003

2. Name and address of receiving party(ies)

Name: Crystal Dynamics, Inc.

Internal  
Address: \_\_\_\_\_

Street Address: 64 Willow Place

City: Menlo Park State: CA Zip: 94025

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State California
- 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) 2034565

Additional number(s) attached  Yes  No

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

Name: John W. Crittenden

Internal Address: \_\_\_\_\_

Street Address: Cooley Godward LLP

One Maritime Plaza, 20th Floor

City: San Francisco State: CA Zip: 94111-3580

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:

033118

**DO NOT USE THIS SPACE**

9. Signature.

John W. Crittenden  
Name of Person Signing

  
Signature

9/18/03  
Date

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

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

CIH \$40.00 033118 2034565

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "*Agreement*") is made as of May 8, 2003 by and between INTERPLAY ENTERTAINMENT CORP. ("*Interplay*"), a Delaware corporation, and CRYSTAL DYNAMICS, INC., a California corporation ("*Crystal*").

WHEREAS, Interplay owns certain rights and interests in and to the trademark "Whiplash", U.S. Trademark Registration No. 2034565 granted on January 28, 1997, including any/all goodwill appurtenant thereto (the "*Whiplash Mark*");

WHEREAS, on the terms set forth herein, Interplay desires to transfer to Crystal, and Crystal desires to purchase from Interplay, all of Interplay's right, title and interest in and to the Whiplash Mark;

NOW, THEREFORE, for payment of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment.

(a) Crystal hereby purchases and accepts from Interplay, and Interplay hereby sells, assigns and transfers to Crystal, all of Interplay's right, title and interest in and to the Whiplash Mark.

(b) For purposes of clarification:

i. Interplay waives any objections it may have and consents to the use and registration of the Whiplash Mark by Crystal for use in connection with video games and related products,

ii. Interplay agrees to refrain from using the Whiplash Mark in the future (except that, and Crystal hereby agrees that, Interplay through its distributor Vivendi Universal Group, Inc. ("VUG") shall have the right to sell-off any existing inventory in its possession which includes the game "Whiplash" or otherwise incorporates the Whiplash Mark); and

iii. Except in connection with any third-party actions brought against Interplay, Interplay agrees to refrain from taking any legal action or other legal proceeding that would hinder Crystal in its free and unfettered use and registration of the Mark as aforementioned

(c) Except as set forth in this Section 1 and Section 3 below, Interplay's assignment of the Whiplash Mark is "as is" and without any representation or warranty of any kind

2. Purchase Price. In consideration of the foregoing, and within five (5) business days following the mutual execution and delivery of this Agreement, Crystal shall to pay and deliver to Interplay the sum of Five Thousand Dollars (\$5,000)

3. Representations and Warranties. Each party hereto represents and warrants to the other that they have full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

4. Further Assurances. Interplay agrees to execute and deliver to Crystal, at Crystal's expense, any/all other appropriate instruments of assignment and any other documents of conveyance reasonably necessary to effectuate the transfer to Crystal of Interplay's right, title and interest in the Whiplash Mark as contemplated herein.

5 Limitation on Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL THE PARTIES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL LOSS OR DAMAGES ARISING OUT OF THIS AGREEMENT OR WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. FURTHER NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL ANY PARTY BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, UNDER LAW OR EQUITY, FOR ANY AMOUNTS AGGREGATING IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000).

6. Miscellaneous.

6.1 Notices. All notices, statements and other documents that any party is required or desires to give to any other party, shall be given in writing and shall be served in person, by express mail, by certified mail, by overnight delivery, or by facsimile at the respective addresses set forth below, or at such other addresses as may be designated by such party in accordance with this Section.

**If to Interplay:**

Interplay Entertainment Corp.  
 Attention: Chief Executive  
 Officer  
 Attention: Legal Department  
 16815 Von Karman Avenue  
 Irvine, California 92606  
 Telephone: (949) 553-6655  
 Facsimile: (949) 252-0667

**If to Crystal:**

Crystal Dynamics, Inc.  
 Attn: John Spinale  
 64 Willow Place  
 Menlo Park, California 94025  
 Telephone: (650) 473-3400  
 Facsimile: (650) 473-3410

Delivery shall be deemed conclusively made (i) at the time of service, if personally served, (ii) five days after deposit in the United States mail, properly addressed and postage prepaid, if delivered by express mail or certified mail, (iii) upon confirmation of delivery by the private overnight deliverer, if served by overnight delivery, and (iv) at the time of electronic transmission (with successful transmission confirmation), provided a copy is mailed within 24 hours after such transmission.

6.2 Choice of Law. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of California (without reference to its choice of law provisions).

6.3 Entire Agreement; Amendments and Waivers. Upon mutual execution and delivery, this Agreement shall constitute the entire agreement among the parties pertaining to the subject matter hereof and shall supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

6.4 Multiple Counterparts. This Agreement may be executed in one or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*IN WITNESS WHEREOF*, the parties hereto have executed the Agreement by their duly authorized representatives as set forth below.

CRYSTAL DYNAMICS, INC.

INTERPLAY ENTERTAINMENT CORP.

By: [Signature]

By: [Signature]

Its: GENERAL MANAGER

Its: \_\_\_\_\_

Trademark Assignment