

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Irrational Games LLC		09/09/2003	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Freedom Force Properties LLC
Street Address:	25 Greystone Manor
City:	Lewes
State/Country:	DELAWARE
Postal Code:	19958
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	76174601	FREEDOM FORCE
Serial Number:	76174602	FREEDOM FORCE
Registration Number:	2687024	FREEDOM FORCE

CORRESPONDENCE DATA

Fax Number: (206)368-9521

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (206) 365-9500

Email: kristie@mjnlaw.com

Correspondent Name: Mark J. Nielsen

Address Line 1: 12351 Lake City Way N.E.

Address Line 2: Suite 203

Address Line 4: Seattle, WASHINGTON 98125

ATTORNEY DOCKET NUMBER:

IRRATIONAL GAMES

NAME OF SUBMITTER:

Kristie A. Hanson, Paralegal

Total Attachments: 3

900002267

TRADEMARK
REEL: 002725 FRAME: 0224

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS is made this 9th day of September, 2003, by Irrational Games LLC, a Delaware limited liability company ("Assignor") to Freedom Force Properties LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, trademark registrations, and trademark applications set forth on Schedule A hereto (the "Trademarks"), including those pending Trademarks filed as intent-to-use applications (the "ITU Marks");

WHEREAS, Assignor has a *bona fide* intent to use the ITU Marks in connection with the goods and/or services for which each application for an ITU Mark has been filed;

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of September 9, 2003 (the "Asset Purchase Agreement") (capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement);

WHEREAS, pursuant to the Purchase Agreement, Assignee agreed to purchase the Purchased Assets from Assignor, including (i) that portion of Assignor's business in which Assignor has a *bona fide* intent to use the ITU Marks, and (ii) all of Assignor's right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for the consideration set forth in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1) Assignor does hereby assign, sell, transfer and set over to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Trademarks, and any and all goodwill of the business symbolized by the Trademarks, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.

2) Assignor agrees to execute and deliver such other documents and to take such other actions as may be necessary or desirable to consummate or implement the transactions contemplated by the Asset Purchase Agreement and to vest in Assignee good and marketable title to the assets transferred pursuant to the Asset Purchase Agreement, said assets including the Trademarks

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks to be duly executed as of the day and year first above written.

IRRATIONAL GAMES LLC

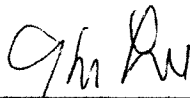
By: IRRATIONAL STUDIOS LLC
its sole member



Kenneth Levine
General Manager

FREEDOM FORCE PROPERTIES LLC

By: IRRATIONAL STUDIOS LLC
its sole member



Kenneth Levine
General Manager

SCHEDULE A

Mark	Country	Class(es)	Application No.	Registration No.	Filing Date	Grant Date
Freedom Force	United States	9	76/174,601	—	11/29/00	—
Freedom Force	United States	41	76/174,602	—	11/29/00	—
Freedom Force	United States	9	75/983,003	2,687,024	11/29/00	2/11/03
Freedom Force	European Union	9, 16, 41	2,048,924	2,048,924	01/19/01	03/22/02
Freedom Force	Canada	9, 16, 41	1,090,043		01/19/01	
Freedom Force	Australia	9	863,617	863,617	01/22/01	01/22/01