

06-12-2003

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



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102471285 ▼ ▼ ▼

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

1. Name of conveying party(ies):

**Gameworks Creations, Inc.**

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State -- **Canada/Province of Ontario**  
☐ 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: April 4, 2003

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

Name: **Mattel, Inc.**

Internal

Address: May 27 2003

Street Address: 333 Continental Boulevard

City: El Segundo State: CA Zip: 90245

- ☐ 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)

**1,348,283**

Additional number(s) attached ☐ Yes ☒ No

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

Name: Ms. Patricia A. Conner

Internal Address: Latham & Watkins LLP

Street Address: 650 Town Center Drive, Suite 2000

City: Costa Mesa State: CA Zip: 92626

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

500524

(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.*

Patricia A. Conner

Name of Person Signing

Patricia A. Conner

Signature

May 23, 2003

Date

25

06/12/2003 BYTME 0000274 1348283

01 FC:4521

40.00

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

**ASSIGNMENT OF IP RIGHTS**

This ASSIGNMENT OF IP RIGHTS (this "Assignment") is made and entered into as of April 4, 2003, by and among Mattel, Inc., a corporation incorporated under the laws of the State of Delaware (the "Assignee"), Mattel Europa B.V., a company organized under the laws of The Netherlands ("Mattel Europa" and together with the Assignee, "Purchasers"), Gameworks Creations Inc., a corporation incorporated under the laws of the Province of Ontario (the "Assignor"), Paul Toyne, Laura Robinson, the other shareholders of the Assignor listed on Schedule I attached hereto (each individually, a "Shareholder" and collectively, the "Shareholders") and Susan Toyne, William Toyne and Mark Ettlinger (the "Family Members," and together with the Shareholders, the "Transferors"). Capitalized terms that are not defined herein have the meaning ascribed thereto in the Purchase Agreement (as defined below).

**RECITALS**

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Purchasers, the Assignor, Paul Toyne and Laura Robinson (the "Purchase Agreement"), Purchasers are purchasing from the Assignor the Purchased Assets on the terms and conditions set forth in the Purchase Agreement;

WHEREAS, the Assignor owns and/or certain of the Transferors may own certain divided or undivided interests in the trademarks, copyrights and other rights in the Intellectual Property, IP Registrations, IP Rights, Marks (which term includes the goodwill of the businesses associated therewith), Packaging, Products, and Third Party Licenses, including, without limitation, those proprietary rights as set forth in Exhibit A attached hereto (collectively, "Assigned Rights"); and

WHEREAS, the Purchase Agreement requires that Purchasers, the Assignor and the Transferors concurrently enter into this Assignment as a condition precedent to Purchasers' obligations under the Purchase Agreement in order to assign, transfer and convey to the Assignee all right, title and interest in, to and under the Assigned Rights.

**AGREEMENT**

NOW, THEREFORE, in consideration of the agreements and considerations contained in the Purchase Agreement and this Assignment and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment; Allocation of Assigned Items.

1.1 Assignment. The Assignor hereby sells, assigns, transfers and conveys to the Assignee in all platforms and media, whether now existing or hereafter created, in perpetuity throughout the world (including its geographic spheres), all right, title and interest, if any, in, to and under: (i) the Assigned Rights; (ii) the right to sell, license, exercise or otherwise dispose of all or any part of the Assigned Rights by any and all means and media, whether now known or hereafter created; (iii) all renewals, extensions, and continuations of all IP Registrations; (iv) all Contract Rights, Documents and General Intangibles (as such terms are

defined in the California Commercial Code and/or the New York Commercial Code, as applicable) relating to or arising out of the Assigned Rights, together with all proceeds thereof; and (v) all claims and demands in connection with any of the foregoing, whether now accrued or accruing in the future, including without limitation all rights to sue and recover for any past infringement, misappropriation, accountings for royalties or breach of any of the Assigned Rights (collectively, the "Company Assigned Items").

1.2 Assignment by the Transferors. Each of the Transferors hereby sells, assigns, transfers and conveys to the Assignee in all platforms and media, whether now existing or hereafter created, in perpetuity throughout the world (including its geographic spheres), all right, title and interest, if any, in, to and under: (i) the Assigned Rights; (ii) the right to sell, license, exercise or otherwise dispose of all or any part of the Assigned Rights by any and all means and media, whether now known or hereafter created; (iii) all renewals, extensions, and continuations of all IP Registrations; (iv) all Contract Rights, Documents and General Intangibles (as such terms are defined in the California Commercial Code and/or the New York Commercial Code, as applicable) relating to or arising out of the Assigned Rights, together with all proceeds thereof; and (v) all claims and demands in connection with any of the foregoing, whether now accrued or accruing in the future, including without limitation all rights to sue and recover for any past infringement, misappropriation, accountings for royalties or breach of any of the Assigned Rights to the extent such Transferor(s) have any right, title or interest in or to any of the foregoing (collectively, the "Transferor Assigned Items" and together with the Company Assigned Items, the "Assigned Items").

1.3 Allocation of Assigned Items. The parties hereto acknowledge and agree that Purchasers may allocate between themselves any rights with respect to the Assigned Items as they deem appropriate in their sole and absolute discretion; provided, however, that Purchasers intend for the ROW Purchased Assets to be used primarily by Mattel Europa and all other Purchased Assets to be used primarily by the Assignee.

2. Representations and Warranties of the Assignor and the Transferors. The Assignor and each of the Transferors hereby represent and warrant to Purchasers that the following representations and warranties are true and correct.

2.1 Authorization. The Assignor and each of the Transferors have the requisite power and authority to execute and deliver this Assignment and to perform its, his or her obligations hereunder. The execution, delivery and performance of this Assignment by the Assignor and each of the Transferors have been duly and validly authorized by all necessary action of the Assignor and such Transferor, as applicable, and no additional authorization on the part of the Assignor or such Transferor, as applicable, is necessary or desirable in connection with the execution, delivery and performance by the Assignor and each of the Transferors of this Assignment.

2.2 Binding Effect. This Assignment has been duly executed and delivered by the Assignor and each of the Transferors and is a legal, valid and binding obligation of the Assignor and such Transferor, enforceable against the Assignor or such Transferor in accordance with its terms.

2.3 No Violation. The execution, delivery and performance by the Assignor and each of the Transferors of this Assignment and the consummation of the transactions contemplated hereby do not and will not (i) conflict with, breach or violate any provision of any contract or other instrument to which the Assignor or any Transferor is a party or by which its or any of its assets are bound, or (ii) violate or result in a breach of or constitute a default under, any Law or Judgment to which the Assignor or any Transferor is subject or by which its assets are bound or (iii) create or impose any Lien on any of the Assigned Rights.

2.4 Consents and Approvals. No Consent (other than those Consents already obtained by the Assignor) is required to be obtained by the Assignor or any Transferor, and no notice or filing is required to be given by the Assignor or any Transferor or made by the Assignor or any Transferor with, any other Governmental Authority or other Person in connection with the execution, delivery and performance by the Assignor and each of the Transferors of this Assignment or the consummation of the transactions contemplated hereby, nor are any Consents or notifications required under any of the Contracts to which the Assigned Rights relate or any other Contract to which the Assignor or any Transferor is a party or by which it or any of its assets are bound relating to the consummation of the transactions contemplated by this Assignment.

2.5 Spouses. Schedule 2.5 attached hereto sets forth a true, accurate and complete list of all of the spouses of Paul Toyne, Laura Robinson and the Shareholders and the states or provinces of domicile of such couple or couples during their marriage.

2.6 Prior Transfers and Licensing. Except to the Assignee, and except as expressly set forth on Schedule 2.6 attached hereto, the Assignor and each of the Transferors have not ever transferred or licensed any right, title or interest in, to or under any Assigned Right or Assigned Item to any other Person.

3. Consents of Spouse. Each of the Shareholders who is married shall deliver a duly executed Consent By Spouse, in the form of Exhibit B attached hereto, at the time of execution of this Assignment.

4. Further Assurances. The Assignor and each of the Transferors shall, without the necessity of any further consideration, take all such further actions and execute all such further documents and instruments as shall be necessary or convenient to carry out more effectively the purposes of this Assignment, including without limitation promptly notifying and/or seeking approval from all third parties whose actions have affected or are expected to affect the Assigned Rights. All such actions, documents and instruments shall be in form and substance acceptable to Purchasers. If Purchasers cannot, after reasonable effort, secure Assignor's or any Transferor's signature on any documents or instruments as shall be necessary or convenient to carry out more effectively the purposes of this Assignment, the Assignor and each of the Transferors hereby irrevocably designate and appoint Assignee and its duly authorized officers and agents as Assignor's and such Transferor's agent and attorney-in-fact, to act for and in its, his or her behalf and in its, his or her name and stead for the purpose of executing and filing, as appropriate, any such documents or instruments and taking all other lawfully permitted actions to further the prosecution and issuance of patents, copyrights, or similar protections thereon, with the same legal force and effect as if executed by it, him or her.

5. Notices. Any notice required or permitted by this Assignment shall be in writing and shall be deemed sufficient on the date of delivery, when delivered personally and accompanied by a receipt signed by an authorized recipient, or by overnight courier and accompanied by evidence of delivery, or sent by facsimile accompanied by confirmation of receipt, or forty-eight (48) hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the party to be notified at such party's address or fax number as set forth in the Purchase Agreement (or as set forth on the signature page hereto with respect to parties hereto who are not parties to the Purchase Agreement) or as subsequently modified by written notice.

6. Severability. If any provision of this Assignment is determined by a court of competent jurisdiction to be unenforceable by reason of its being too extensive in any respect, such provision shall be interpreted to have the broadest application as shall be enforceable. The invalidity or unenforceability of any particular provision of this Assignment shall not affect the validity of the other provisions hereof, which shall continue in full force and effect.

7. Representation by Counsel. The parties hereto acknowledge that they have been represented by counsel in connection with this Assignment and the transactions contemplated by this Assignment and have participated in the drafting of this Assignment. Accordingly, any rule of law, or any legal decision that would require interpretation of any claimed ambiguities in this Assignment against the party that drafted it, has no application and is expressly waived. The provisions of this Assignment shall be interpreted in a reasonable manner to effect the intent of the parties hereto.

8. Governing Law. This Assignment and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law.

9. Consent to Jurisdiction; Waiver of Jury Trial. All actions and proceedings arising out of or relating to this Assignment shall be heard and determined in any federal court sitting in the State of California, County of Los Angeles, unless there is no federal jurisdiction, in which case the action or proceeding shall be heard and determined in any state court sitting in the State of California, County of Los Angeles, and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive the defense of any inconvenient forum with respect thereto. The parties hereto hereby irrevocably waive their respective rights to a trial by jury of any cause of action, claim counterclaim or cross-complaint in any action or other proceeding brought by any party hereto against any other party or parties hereto with respect to any matter arising out of, or in any way connected with or related to, this Assignment or any portion hereof, whether based upon contractual, statutory, tortious or other theories of liability. Each party irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to such party pursuant to the procedures set forth in Section 5 hereof. Nothing in this Section 9 shall affect the right of any party hereto to serve legal process in any other manner permitted by law. The consents to jurisdiction set forth in this Section 9 shall not constitute general consents to service of process in the venues specified above and shall have no effect for

any purpose except as provided in this Section 9 and shall not be deemed to confer rights on any person other than the parties hereto.

10. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11. Titles and Subtitles. The titles and subtitles used in this Assignment are used for convenience only and are not to be considered in construing or interpreting this Assignment.

12. Facsimile Signatures. Each party (i) has agreed to permit the use, from time to time and where appropriate, of facsimile signatures in order to expedite the execution of this Assignment, (ii) intends to be bound by its respective facsimile signature, (iii) is aware that the other will rely on the facsimile signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of the documents effecting the transactions contemplated by this Assignment based on the fact that a signature was sent by facsimile.

*(Signature Page Follows)*

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

**THE ASSIGNOR:**

**GAMEWORKS CREATIONS INC.,**  
a corporation incorporated under the laws of the  
Province of Ontario

By: 

Name: Paul Toyne

Title: President

**THE SHAREHOLDERS:**

**PAUL TOYNE**

By: 

Paul Toyne, as an individual

**LAURA ROBINSON**

By: \_\_\_\_\_

Laura Robinson, as an individual

**BETTY HALES**

By: \_\_\_\_\_

Betty Hales, as an individual

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**THE ASSIGNOR:**

**GAMEWORKS CREATIONS INC.,**  
a corporation incorporated under the laws of the  
Province of Ontario

By: \_\_\_\_\_  
Paul Toyne  
President

**THE SHAREHOLDERS:**

**PAUL TOYNE**

By: \_\_\_\_\_  
Paul Toyne, as an individual

**LAURA ROBINSON**

By:  \_\_\_\_\_  
Laura Robinson, as an individual

**BETTY HALES**

By: \_\_\_\_\_  
Betty Hales, as an individual

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

S-1



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

**THE ASSIGNOR:**

**GAMEWORKS CREATIONS INC.,**  
a corporation incorporated under the laws of the  
Province of Ontario

By:

Paul Toyne  
President

**THE SHAREHOLDERS:**

**PAUL TOYNE**

By:

Paul Toyne, as an individual

**LAURA ROBINSON**

By:

Laura Robinson, as an individual

**BETTY HALES**

By:

Betty Hales  
Betty Hales, as an individual

Address for Notice:

33 Maple Grove Court  
Grand Bend  
Ontario

S-1

ASSIGNMENT OF IP RIGHTS  
LA11003393.6

027633-0093

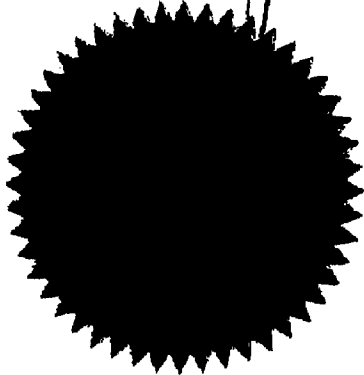
T-281 P. 07/20 F-842

+8058524435

Mar-27-03 11:33am From-PAUL D. FOX

TRADEMARK  
REEL: 002751 FRAME: 0051

*Philip L. L. L.*



**TOM HALES**

By: Tom Hales  
Tom Hales, as an individual

Address for Notice:

Box 635, 32 ARBYLE ST.  
FOREST, ON.  
N0N170

**CHRISTOPHER ROBINSON**

By: \_\_\_\_\_  
Christopher Robinson, as an individual

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MARGARET MURIEL ROBINSON**

By: \_\_\_\_\_  
Margaret Muriel Robinson, as an individual

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

S-2

ASSIGNMENT OF IP RIGHTS  
LA1003353.6

027633-0095

Mar-27-08 11:33am From-PAUL D. FOX

780000649930

TRADEMARK  
REEL: 002751 FRAME: 0052

**TOM HALES**

By: \_\_\_\_\_  
Tom Hales, as an individual

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CHRISTOPHER ROBINSON**

By: Chris Robinson  
Christopher Robinson, as an individual

Address for Notice:

5 Greensides Ave  
Toronto ON  
M6G 3P5

**MARGARET MURIEL ROBINSON**

By: \_\_\_\_\_  
Margaret Muriel Robinson, as an individual

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

S-2

**TOM HALES**

By: \_\_\_\_\_  
Tom Hales, as an individual

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CHRISTOPHER ROBINSON**

By: \_\_\_\_\_  
Christopher Robinson, as an individual

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MARGARET MURIEL ROBINSON**

By: Margaret Muriel Robinson  
Margaret Muriel Robinson, as an individual

Address for Notice:

725 Chiddington Avenue  
London, Ontario  
N6C 2X1

S-2

*Am. pub*  
**ANNE M. TOYNE**

By: *Am Toyne*  
Anne M. Toyne, as an individual  
*Am pub*

Address for Notice:

*22 York Valley Cres*  
*Toronto*  
*Ontario*

**JOHN DAVID TOYNE**

By: \_\_\_\_\_  
John David Toyne, as an individual

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THE FAMILY MEMBERS:**

**SUSAN TOYNE**

By: *Stoyne*  
Susan Toyne, as an individual

Address for Notice:

*30 BEECHWOOD AVE*  
*T.O. M2L 1J1*  
\_\_\_\_\_

S-3

**ANNE M. TOYNE**

By:

Anne M. Toyne, as an individual

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**JOHN DAVID TOYNE**

By:

  
John David Toyne, as an individual

Address for Notice:

6 Moorehill Drive  
Toronto, Ontario  
M4G 1A1

**THE FAMILY MEMBERS:**

**SUSAN TOYNE**

By:

Susan Toyne, as an individual

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

S-3

**WILLIAM TOYNE**

By: 

William Toyne, as an individual.

Address for Notice:

22 YORK VALLEY CRES.  
TORONTO M2P 1A7

**MARK ETTLINGER**

By: \_\_\_\_\_

Mark Ettlinger, as an individual

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGREED AND ACKNOWLEDGED:**

**MATTEL, INC.,**

a corporation incorporated under the laws  
of the State of Delaware

By: \_\_\_\_\_

Name:

Title:

**MATTEL EUROPA B.V.,**

a company organized under the laws  
of The Netherlands

By: \_\_\_\_\_

Benjamin Richard Semeijns de Vries van Doesburgh  
Executive Vice President

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ASSIGNMENT OF IP RIGHTS

TRADEMARK  
REEL: 002751 FRAME: 0057

**WILLIAM TOYNE**

By: \_\_\_\_\_  
William Toyne, as an individual

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MARK ETTLINGER**

By: Mark Ettlinger  
Mark Ettlinger, as an individual

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGREED AND ACKNOWLEDGED:**

**MATTEL, INC.,**  
a corporation incorporated under the laws  
of the State of Delaware

By: \_\_\_\_\_  
Name:  
Title:

**MATTEL EUROPA B.V.,**  
a company organized under the laws  
of The Netherlands

By: \_\_\_\_\_  
Name: Benjamin Richard Semeijns de Vries van Doesburgh  
Title: Executive Vice President

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ASSIGNMENT OF IP RIGHTS  
1 A11001333



**WILLIAM TOYNE**

By: \_\_\_\_\_  
William Toyne, as an individual

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MARK ETTLINGER**

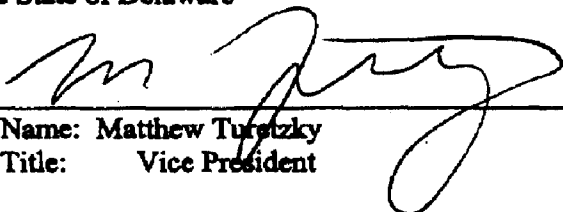
By: \_\_\_\_\_  
Mark Ettlinger, as an individual

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGREED AND ACKNOWLEDGED:**

**MATTEL, INC.,**  
a corporation incorporated under the laws  
of the State of Delaware

By:  \_\_\_\_\_  
Name: Matthew Turetzky  
Title: Vice President

**MATTEL EUROPA B.V.,**  
a company organized under the laws  
of The Netherlands

By: \_\_\_\_\_  
Name: Benjamin Richard Semeijns de Vries van Doesburgh  
Title: Executive Vice President

S-4

ASSIGNMENT OF IP RIGHTS  
LA\1003353

TRADEMARK  
REEL: 002751 FRAME: 0059

**WILLIAM TOYNE**

By: \_\_\_\_\_  
William Toyne, as an individual

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MARK ETTLINGER**

By: \_\_\_\_\_  
Mark Ettlinger, as an individual

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGREED AND ACKNOWLEDGED:**

**MATTEL, INC.,**  
a corporation incorporated under the laws  
of the State of Delaware

By: \_\_\_\_\_  
Name:  
Title:

**MATTEL EUROPA B.V.,**  
a company organized under the laws  
of The Netherlands

By:  \_\_\_\_\_  
Name: Benjamin Richard Semeijns de Vries van Doesburgh  
Title: Executive Vice President

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ASSIGNMENT OF IP RIGHTS  
LA\1003353

**EXHIBIT A**

**EXHIBIT A1, PRIMARY MARKS**

All right, title and interest in and to all trademarks, trade names, service marks, logos, slogans and other identifiers for the Products and Packaging or otherwise used by the Company in the Business, including, without limitation, the following:

<b>Trade-mark Registrations</b>		
<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>
BALDERDASH	Canada	TMA 311082
ABSOLUTE BALDERDASH	Canada	TMA 460 409
BALDERDASH	U.S.A.	1348283
BALDERDASH	United Kingdom	1231366
BALDERDASH	Australia	418669
BALDERDASH	New Zealand	176237
ABSOLUTE BALDERDASH	Spain	M 2119614
BALDERDASH	Germany	303 04 857.3

<b>Trade-mark Applications</b>		
<b>Mark</b>	<b>Jurisdiction</b>	<b>Application Number</b>
RAPPA KALJA	Denmark	VA 2003 00422
BALDERDASH	France	033207681
KOKKELI MONKE	Norway	200300894
RAPPA KALJA	Finland	200300263
RAPPA KALJA	Sweden	200300659

**EXHIBIT A1 (CONT.), TRADE NAMES, OTHER NON-REGISTERED MARKS OR  
COPYRIGHTS USED ON PACKAGING, ADVERTISING, ETC.**

**Other Marks, Sketches and Slogans**

All common law right, title and interest in and to all trademarks, trade names, service marks, logos, slogans, sketches and other identifiers for the Products and Packaging or otherwise used by the Company in the Business in all variations, local adaptations (language or otherwise) and translations thereof, and the style, font, shapes, colors, textures and dimensions used in the original versions thereof, including without limitation those depicted in or featured on the Attachment to this Exhibit A (the "Attachment"), including, without limitation, the following:

- BALDERDASH
- ABSOLUTE BALDERDASH
- BEYOND BALDERDASH
- BALDERDASH JUNIOR
- BIBLE BALDERDASH
- ABSOLUTE STARK! BALDERDASH
- BLUFFMASTER
- KOKKELI MONKE
- RAPP KALJA
- BALDERDASH, THE HILARIOUS BLUFFING GAME
- ABSOLUTE BALDERDASH, THE HILARIOUS BLUFFING GAME
- BALDERDASH, THE CLASSIC BLUFFING GAME
- BEYOND BALDERDASH, THE CLASSIC BLUFFING GAME
- LAUGH LEARN AND LIE
- BALDERDASH, THE GAME THAT LETS YOU LAUGH, LEARN AND LIE
- BALDERDASH, LAUGH, LEARN & LIE
- ETT HEJDLOST BLUFFSPEL!
- ABSOLUTE STARK! BALDERDASH DAS IRRWITZIGE BLUFF-SPIEL
- VILLIN VIIHDYTTAVA JA HUVITTAVAN HAUSKA HUIJAUSPELI!
- USKOMATTOMAN HAUSKA HUIJAUSPELI!
- DET HEMNINGSLOSE BLOFFESPILLET!
  
- BALDERDASH and Design (see page 2 of the Attachment)
- ABSOLUTE BALDERDASH and Design (see pages 16 and 20 of the Attachment)
- RAPP KALJA and Design (see pages 5 and 29 of the Attachment)
- KOKKELI MONKE and Design (see pages 31 and 32 of the Attachment)
- ABSOLUTE STARK! BALDERDASH and Design (see page 25 of the Attachment)
- BEYOND BALDERDASH and Design (see page 37 of the Attachment)
- BALDERDASH, THE HILARIOUS BLUFFING GAME and Design (see pages 2 and 12 of the Attachment)
- LAUGH LEARN AND LIE (see page 2 of the Attachment)
- ABSOLUTE BALDERDASH, THE HILARIOUS BLUFFING GAME and Design (see pages 16 and 23 of the Attachment)

- BEYOND BALDERDASH, THE CLASSIC BLUFFING GAME and Design (see page 37 of the Attachment)
- BALDERDASH, THE GAME THAT LETS YOU LAUGH, LEARN AND LIE and Design (see page 10 of the Attachment)
- ABSOLUTE STARK! BALDERDASH DAS IRRWITZIGE BLUFF-SPIEL and Design (see page 26 of the Attachment)

### **Domain Names**

All right, title and interest in and to all domain names owned or used by the Company in the Business, including, without limitation, the following:

www.balderdash.com  
 www.beyondbalderdash.com  
 www.balderdash.ca

### **Products**

Except as set forth in Section 2.15(b) of the Disclosure Schedule, all right, title and interest in and to all products developed, distributed, produced, marketed or sold by the Company or third parties under license from the Company since inception, together with all prior versions, anniversary editions, bundled versions, localized versions, domestic and international versions, educational versions, secular and non-secular versions, in each case irrespective of the medium of such products, together with any and all ideas, concepts, devices, designs, game features, color schemes, score card and game board layouts, score card and game board artwork, score card and game board color schemes, score card and game board content, playing piece designs, dies and die designs, categories, category cards, category card designs and category card content, game play rules, instructions, game set-up, game object, category card holders, "look and feel" of the Products, of the score cards, category cards and game boards, of the game set-up, of the playing pieces, and of the category cards, of the category card holders, and any and all updates, enhancements, special editions, added features, and any other modifications or improvements and new domestic and international releases related thereto, including, without limitation, the following:

All editions of the Game, including, without limitation, the following:

1. Edition #1 (original game) entitled Balderdash "the hilarious bluffing game" ("Edition #1").
  - 2500 words and their respective definitions contained on 500 game cards
  - Instructions for play
  - Game board and Package Design
  - Predominant identifying color of package – purple
  - Derivative product – Rappa Kalja (Scandinavian)

2. Edition #2 entitled Balderdash "the hilarious bluffing game" ("Edition #2").  
2500 words and their respective definitions contained on 500 game cards  
Instructions for play  
Game board and Package Design  
Predominant identifying color of package – purple
3. Edition #3 entitled Absolute Balderdash "the hilarious bluffing game" ("Edition #3").  
2475 questions and answers contained on 495 game cards found within the five categories: Words, Movies, Dates, People, Initials  
Instructions for play  
Game board and Package Design  
Predominant identifying color – purple/green  
Derivative products are as follows:
  - Rappa Kalja Uusi (Scandinavia)
  - Kokkeli Monke (Scandinavia)
  - Absolut Stark Balderdash (Germany)
  - Absolute Balderdash (UK) (note this version replaces the dates category with the laws category)
4. Edition #4 entitled Beyond Balderdash ("Edition #4")  
2450 questions and answers contained on 490 cards using the five categories:  
Words, Movies, Dates, People, Initials  
Predominant identifying color – purple  
Instructions for play
5. Edition #5 entitled Balderdash (Mattel version) ("Edition #5")  
1680 questions and answers contained on 336 cards using the five categories:  
Words, People, Initials, Movies, Laws  
Predominant identifying color – purple/blue  
Instructions for play
6. All prior versions, anniversary editions, bundled versions, localized versions, domestic and international versions, educational versions, secular and non-secular versions, in each case irrespective of the medium, of each of Edition #1, Edition #2, Edition #3, Edition #4 and Edition #5.

The Products also include, without limitation, the following, copies of each of which are attached hereto as the Attachment (the "Attachment") to this Disclosure Schedule (unless otherwise noted):

- Edition #1 Game Board
- Edition #1 Derivative (Rappa Kalja Uusi (Scandinavia)) Game Board
- Edition #1 and Edition #2 Instructions
- Edition #2 Game Board
- Edition #3 Game Board and Instructions
- Edition #3 Derivative (Kokkeli Monke (Scandinavian)) Sketches
- Edition #4 Game Board and Game Card Design
- Edition #5 Game Board and Game Card Design (not included on Attachment)
- Game Cards and Answer Sheet Designs

### **Packaging**

Except as set forth in Section 2.15(b) of the Disclosure Schedule, all right, title and interest in and to all packaging of the Products, together with all localized packaging and variations thereon, and all artwork, text, color schemes and "look and feel" thereof, including, without limitation, the following, a copy of each of which is attached hereto as the Attachment (unless otherwise noted):

Packaging for the following editions:

- Edition #1
- Edition #1 Derivative (Rappa Kalja Uusi (Scandinavia))
- Edition #2
- Edition #3
- Edition #3 Derivative (Absolute Balderdash (U.K.))
- Edition #3 Derivative (Absolut Stark Balderdash (Germany))
- Edition #3 Derivative (Kokkeli Monke (Scandinavian
- Edition #4
- Edition #5 (not included on Attachment)

### **Trade Dress:**

All common law rights in and to all trade dress and packaging design, layout, drawings, and colors to the extent the same are distinctive as used in the Packaging.

**EXHIBIT A2, COPYRIGHT REGISTRATIONS**

<b>TITLE</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>CURRENT CLAIMANT</b>
Balderdash: the hilarious bluffing game	TX 2392-439	September 1, 1988	Gameworks Creations Inc.
Balderdash Junior	VA 485-319	January 10, 1992	Gameworks Creations Inc.

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ASSIGNMENT OF IP RIGHTS  
LA\1003353

TRADEMARK  
REEL: 002751 FRAME: 0066



**EXHIBIT A3, ABANDONED APPLICATIONS AND EXPIRED REGISTRATIONS**

Assignor, over the course of its business activities, has abandoned a number of pending trademark applications, and/or has allowed a number of trademark registrations to lapse or expire for the following reasons: in certain circumstances, Assignor determined not to renew a registration in certain countries in those particular classes in which Assignor no longer was using the mark; in certain instances, an application was abandoned on the basis that the objections of the trademark office for the country in which the application was filed could not be overcome. The registrations both in and outside the United States and Canada which have lapsed or expired, and the abandoned applications are limited to those identified in this Exhibit A3. Any common law rights associated with these Marks shall be included within the Assigned Rights.

COUNTRY	MARK	REG/SERIAL NO	RENEWAL/STATUS	APPLICANT IDENTIFIER
Canada	BALDERDASH & DESIGN	TMA 312562	Expunged	Gameworks Creations
Canada	BALDERDASH	0817084	Abandoned	Gameworks Creations
Canada	BALDERDASH	0523930	Abandoned	P. Toyne/ Gameworks Creations
Canada	BALDERDASH & DESIGN	0522663 01	Abandoned	Gameworks Creations
U.S.A	BALDERDASH JUNIOR	1713924	Cancelled	Gameworks Creations
U.S.A	ABSOLUTE BALDERDASH	1891762	Cancelled	Gameworks Creations
U.S.A	BIBLE BALDERDASH	74030490	Abandoned	Gameworks Creations
U.S.A	BALDERDASH	75056822	Cancelled	Gameworks Creations
U.S.A	BALDERDASH	1348283	Cancelled	Gameworks Creations

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RECORDED: 05/27/2003

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