

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

Fasa Corporation

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other to remove Reg. No. 1876015 from document
- Merger
- Change of Name

Execution Date: recorded at Reel/Frame 2462/0919

2. Name and address of receiving party(ies)

Name: WizKids, LLC

Internal
Address: 15821 NE 8th Street, Suite 100

Street Address: _____

City: Bellevue State: WA Zip: 98008

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

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)

Reg. No. 1405122 is first listed property
on Notice of Recordation

Additional number(s) attached Yes No

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

Name: Catherine E. Maxson

Internal Address: Davis Wright Tremaine LLP

Street Address: 1501 Fourth Avenue, Suite 2600

City: Seattle State: WA Zip: 98101

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:

040258

DO NOT USE THIS SPACE

9. Signature.

Catherine E. Maxson
Name of Person Signing

Cat Maxson
Signature

December 3, 2003
Date

Total number of pages including cover sheet, attachments, and document: 28

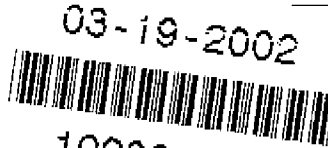
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$40.00 040258 1405122

FORM PTO-9786 OFFICE OF PUBLIC RECORDS
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2002 FEB 27 AM 9:48

FINANCE SECTION



Department of Commerce
Patent and Trademark Office
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 2-27-02
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
03/14/01
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name FASA Corporation

03/14/01

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Illinois

Receiving Party

Mark if additional names of receiving parties attached

Name Wizkids, LLC

DBA/AKA/TA

Composed of

Address (line 1) 15821 NE 8th Street, Suite 100

Address (line 2)

Address (line 3) Bellevue

City

WA

State/Country

98008

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other Limited Liability Company

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

03/18/2002 AHMED1 00000105 1405122

02 FC:481 40.00 OP
02 FC:582 475.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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Expires 06/30/99
OMB 0661-0027

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Alison Howard

2-27-02

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0851-0027

U.S. Department of Commerce
Patent and Trademark Office
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Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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TRADEMARK REGISTRATIONS ASSIGNED FROM FASA CORPORATION TO WIZKIDS, LLC

TRADEMARK	APP. NO. OR REG. NO.	FILING DATE OR REG. DATE	CLASS	STATUS
AEROTECH	1405122	8-12-86	28	REGISTERED
BATTLEFORCE	1404242	8-5-86	28	REGISTERED
BATTLEMECH	1479757	3-8-88	28	REGISTERED
BATTLETECH	1403297	7-29-86	28	REGISTERED
BATTLETECH	1563309	10-31-89	16	REGISTERED
BATTLETECH	1730183	11-3-92	16, 28, 41	REGISTERED
CENTURION	1540668	5-23-89	28	REGISTERED
CITYTECH	1404243	8-5-86	28	REGISTERED
EARTHDAWN	1875228	1-24-95	16, 28	REGISTERED
EARTHDAWN	1893687	5-9-95	28	REGISTERED
EARTHDAWN and Design	1887992	4-4-95	28	REGISTERED
EARTHDAWN and Design	1871291	1-3-95	16, 28	REGISTERED
GRIMOIRE	1694583	6-16-92	28	REGISTERED
INTERCEPTOR	1506165	9-27-88	28	REGISTERED
'MECH	1476062	2-9-88	28	REGISTERED
MECHFORCE	1530173	3-14-89	41	REGISTERED
MECHWARRIOR	1404241	8-5-86	28	REGISTERED
RENEGADE LEGION	1506150	9-27-88	28	REGISTERED
SHADOWRUN	1876015	1-24-95	28	REGISTERED
SHADOWRUN	1605488	7-10-90	16, 28	REGISTERED

F:\DOCS\553902\FASA CORPORATION SCHEDULE - TMS.doc
Seattle

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made March 14, 2001, by and between FASA Corporation, an Illinois corporation ("Seller"), and Wizkids, LLC, a Delaware limited liability company ("Purchaser").

RECITALS

A. Seller owns and operates a business in Chicago, Illinois, which referred to herein as the "Business".

B. Seller desires to sell certain of the assets, properties, and rights of the Business (the "Purchased Assets"), and Purchaser desires to purchase the Purchased Assets, all on the terms and subject to the conditions contained in this Agreement.

AGREEMENTS

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

Purchase and Sale of Assets

1.1 Agreement to Purchase and Sell. On the terms and subject to the conditions contained in this Agreement, Purchaser agrees to purchase from Seller, and Seller agrees to sell to Purchaser, all of the Purchased Assets. The Purchased Assets shall be sold to Purchaser free and clear of any liens, title claims, encumbrances or security interests, other than the Permitted Lien (as defined herein).

1.2 Enumeration of Purchased Assets. The Purchased Assets include the following, and only the following, items: all Intellectual Property (as herein defined) and Work Product (as herein defined), other than the Excluded Property (as herein defined), and all claims and rights relating thereto, including without limitation, all rights under any License Agreements (as defined herein) and Option Agreements (as defined herein) pertaining thereto which are identified on Schedule 4.2(k) of the Disclosure Schedule hereto, subject in all events to the provisions of Section 7.8 hereof.

1.3 Excluded Assets. Notwithstanding Sections 1.1 and 1.2, all of Seller's properties, rights and assets other than the Purchased Assets are not, and shall not be, included as part of the Purchased Assets and are not being sold to Purchaser hereunder, including without limitation, the following assets of Seller (the "Excluded Assets"): (a) all accounts receivable; (b) all inventory, including but not limited to, raw materials, work in process, finished goods, service parts and supplies (the "Inventory"); (c) all equipment; (d) all leased personalty; (e) all cash on hand and in banks, cash equivalents, and investments; (f) all rights and benefits under any contracts, orders, commitments, leases and agreements, except as expressly included as part of the Purchased Assets,

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including without limitation, that certain Agreement with Microsoft Corporation; (g) all books and records, all sales and promotional materials, catalogues, advertising literature and artwork; production manuals and procedures; (h) all computer software, including all documentation and source codes with respect to such software and licenses and leases of software; (i) the game system, game fiction and game universe relating to the property commonly known as "VOR" (collectively being referred to herein as the "Excluded Property") (as opposed to the sculptures and characters related to VOR which are being sold to Purchaser's affiliate Wizkids Ohio, LLC by an affiliate of Seller, F-H Operating Company, LLC, pursuant to a separate asset purchase agreement of even date herewith); (j) certain payments to be received under the License Agreements, as more fully set forth in Section 7.8 hereof; and (k) Seller's charter, minute and stock record books, income tax returns, checkbooks and canceled checks.

ARTICLE II

Assumption of Liabilities

2.1 Assumption of Liabilities. At the Closing (as herein defined), Purchaser shall assume and agree to discharge and perform the following (and only the following) liabilities of Seller (the "Assumed Liabilities"): liabilities which relate to any Purchased Assets which are executory in nature, such as the obligation to pay a filing or maintenance fee on a trademark renewal, or the liabilities under any of the License Agreements (as herein defined), included as part of the Intellectual Property purchased hereunder.

2.2 Retention of Liabilities. Other than the Assumed Liabilities, Purchaser is not assuming any liabilities and shall not be liable for any liabilities, obligations, debts, or claims of or against Seller, whether or not disclosed pursuant to this Agreement, absolute or contingent, or known or unknown (the "Retained Liabilities"). Seller shall be responsible for and shall pay, satisfy and otherwise discharge as and when due any and all of the Retained Liabilities of Seller.

ARTICLE III

Purchase Price, Ancillary Agreements and Closing

3.1 Purchase Price. The purchase price (the "Purchase Price") for the Purchased Assets shall be

REDACTED

made a part hereof (the "Royalty Agreement"), all as more fully set forth therein (the "Deferred Contingent Portion"). Exhibit A and

3.2 Manner of Payment. The Purchase Price shall be paid as follows: the Cash Portion of the Purchase Price shall be paid by corporate check or wire transfer to Seller on April 1, 2001; provided that Seller's affiliate F-H Operating Company, LLC, has provided Purchaser with evidence of payment of the next installment owed to Ral Partha Enterprises, Inc. ("Original Owner") which is due on March 31, 2001 (the "Ral Partha Installment"). In the event F-H Operating Company, LLC has not paid the Ral Partha Installment by March 31, 2001, Purchaser may pay the Cash Portion

directly to Original Owner, or may continue to hold the Cash Portion until provided evidence of Seller's payment thereof. In any event, the Cash Portion shall be paid after deducting the amount owed by Seller to Purchaser under the terms of that certain Demand Note dated January 25, 2001 in the original REDACTED (including the remaining outstanding principal balance thereof together with all interest accrued thereon). The Deferred Contingent Portion of the Purchase Price shall be paid by execution and delivery of the Royalty Agreement at Closing, pursuant to the terms of the Royalty Agreement.

3.3 Time and Place of Closing. The transaction contemplated by this Agreement shall be consummated (the "Closing") at 9:00 a.m. at the offices of Bronson & Kahn at 300 West Washington, 14th Floor, Chicago, Illinois 60606 on the third business day following the fulfillment of the conditions to closing set forth in Section 6.1 and 6.2 hereof, or on such other date, or at such other time or place, as shall be mutually agreed upon by Seller and Purchaser. The date on which the Closing occurs in accordance with the preceding sentence is referred to in this Agreement as the "Closing Date". The Closing shall be deemed to be effective as of 12:01 a.m. on the Closing Date at Chicago, Illinois.

3.4 Closing Deliveries. At the Closing, the parties shall execute and deliver such other bills of sale, assignments, documents of title, assumption agreements, closing certificates, searches, and other documents as are reasonably required in order to transfer title to the Purchased Assets and effectuate the consummation of the transaction contemplated hereby. All documents to be delivered by a party shall be in a customary form and substance reasonably satisfactory to the other party.

ARTICLE IV Representations and Warranties

4.1 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that:

(a) Purchaser is a limited liability company duly organized, existing and in good standing, under the laws of the State of Delaware.

(b) Purchaser has full power and authority to enter into and perform this Agreement and all documents and instruments to be executed by Purchaser pursuant to this Agreement (collectively, "Purchaser's Ancillary Documents"). This Agreement has been, and Purchaser's Ancillary Documents will be, duly executed and delivered by duly authorized members or manager of Purchaser.

(c) Neither the execution and delivery of this Agreement and Purchaser's Ancillary Documents by Purchaser, nor the consummation by Purchaser of the transaction herein contemplated, will conflict with or result in a breach of any of the terms, conditions or provisions of Purchaser's Certificate of Formation or Operating Agreement, or of any statute

or regulation, or of any order, writ, injunction, judgment or decree of any court or governmental authority or of any arbitration award.

(d) Purchaser is not a party to any unexpired, undischarged or unsatisfied written or oral contract, agreement, indenture, mortgage, debenture, note or other instrument under the terms of which performance by Purchaser according to the terms of this Agreement will be a default, or whereby timely performance by Purchaser according to the terms of this Agreement may be prohibited, prevented or delayed.

(e) Neither Purchaser, nor any of its Affiliates, has dealt with any person or entity who is or may be entitled to a broker's commission, finder's fee, investment banker's fee or similar payment for arranging the transaction contemplated hereby or introducing the parties to each other. As used herein, an "Affiliate" is any person or entity which controls a party to this Agreement, which that party controls, or which is under common control with that party. "Control" means the power, direct or indirect, to direct or cause the direction of the management and policies of a person or entity through voting securities, contract or otherwise.

4.2 Seller's Representations and Warranties. Seller represents and warrants to Purchaser except as set forth in the schedule attached hereto (the "Disclosure Schedule"):

(a) Seller is a corporation duly organized, existing and in good standing, under the laws of the State of Illinois. Seller has all necessary corporate power and authority to conduct the Business as the Business is now being conducted. Seller is not required to be qualified as a foreign corporation in any jurisdiction.

(b) Seller has full corporate power and authority to enter into and perform this Agreement and all documents and instruments to be executed by Seller pursuant to this Agreement (collectively, "Seller's Ancillary Documents"). This Agreement has been, and Seller's Ancillary Documents will be, duly executed and delivered by duly authorized officer of Seller.

(c) Except for the consent of Microsoft Corporation, no consent, authorization, order or approval of, or filing or registration with, any governmental authority or other person is required for the execution and delivery of this Agreement and Seller's Ancillary Documents and the consummation by Seller of the transaction contemplated by this Agreement and Seller's Ancillary Documents, or to permit Purchaser to enjoy the benefits of the Purchased Assets after the Closing.

(d) Neither the execution and delivery of this Agreement and Seller's Ancillary Documents by Seller, nor the consummation by Seller of the transaction contemplated hereby, will conflict with or result in a breach of any of the terms, conditions or provisions of Seller's Articles of Incorporation or By-laws, or of any statute or regulation, or of any order,

writ, injunction, judgment or decree of any court or governmental authority or of any arbitration award.

(e) Seller's books, accounts and records, which have been provided to Purchaser for examination in connection with its due diligence investigation prior to entering into this Agreement have been maintained in Seller's usual, regular and ordinary manner, in accordance with generally accepted accounting practices and, to Seller's knowledge, all transactions to which Seller has been a party are properly reflected therein.

(f) The Seller has good and marketable title to, and the corporate power to sell, the Purchased Assets, free and clear of any liens, claims, encumbrances and security interests, except for any encumbrance created by virtue of or under any License Agreements (such encumbrances being referred to herein as the "Permitted Encumbrances"). No unreleased security agreement, financing statement or other instrument encumbering any of the Purchased Assets has been recorded, filed, executed or delivered, except in connection with the Permitted Encumbrances.

(g) Except for the indebtedness evidenced by the Permitted Encumbrances, and except as set forth on Schedule 4.2(g) of the Disclosure Schedule, as of the date hereof, there is no single liability, debt or obligation of Seller outstanding which exceeds \$10,000.

(h) Seller has paid all federal, state and local tax liabilities for taxes, additions to tax, interest and penalties with respect to Seller's business activities in a timely manner as required to be paid. To Seller's knowledge, all taxes and other assessments and levies, including income and employment taxes, which Seller is required by law to withhold or collect have been duly withheld and collected, and have been paid over to the proper governmental authorities or held by Seller, as applicable, for such payment.

(i) There is no litigation or proceeding, in law or in equity, and there are no proceedings or governmental investigations before any commission or other administrative authority, pending, or, to the best of Seller's knowledge, threatened, against Seller or its Affiliates, or with respect to the consummation of the transaction contemplated hereby, the Business, or the use of the Purchased Assets (whether used by Purchaser after the Closing or by Seller prior thereto).

(j) To Seller's knowledge, Seller is not in, and in the past has not been in, violation of, or delinquent in respect to, any law, statute, or regulation of or agreement with, or any permit or license from, any federal, state or local governmental authority (or to which its properties, assets, personnel, or business activities are subject), including, without limitation, those relating to equal employment opportunities, fair employment practices, occupational health and safety, the environment, hazardous waste, contamination, and wages and hours or discrimination, with respect to the Business.

(k) All license agreements and other forms of license or option whereby Seller is a licensor of any of the Intellectual Property or Work Product (the "License Agreements") are disclosed and described in Schedule 4.2(k) and true, correct and complete copies of all written License Agreements are attached thereto. Seller has not received any written notice that it is in default under any of the License Agreements, and to Seller's knowledge, no licensee under said License Agreements is in default thereunder. All option agreements whereby Seller is an optionee of any of the Intellectual Property or Work Product, including options respecting film and television rights in any of the Intellectual Property or Work Product (the "Option Agreements") are disclosed and described in Schedule 4.2(k) and true, correct and complete copies of all written Option Agreements are attached thereto. Seller has not received any written notice that it is in default under any of the Option Agreements, and to Seller's knowledge, no optionor under said Option Agreements is in default thereunder.

(l) All intellectual property of Seller relating to the Business, including without limitation, all trademarks, service marks, trade names, trade dress and the like, know-how and trade secrets, patents, copyrights, and licenses of rights in any of the foregoing, and any expressions, ideas, concepts, and proprietary information, is referred to herein collectively as the "Intellectual Property." All work product and physical embodiments which were developed, produced or created from or in connection with the Intellectual Property, including without limitation, documentation, text, works of authorship, stories, themes, plots, drawings, sketches, notes, drafts, drawings, paintings, prints, specifications, games, characters, sculptures, statuettes, figures, figurines, models, miniatures, samples, artwork, products, inventions, developments, and materials, and all improvements, modifications, alterations and derivative works relating to any of the foregoing, are referred to herein collectively as the "Work Product". For purposes of this Agreement, all License Agreements, the subject matter of which is Intellectual Property hereunder, shall be deemed to constitute Work Product hereunder. A list of all registered trademarks of the Seller relating to the Business and a list of all products currently offered for sale by the Business is set forth on Schedule 4.2(l) of the Disclosure Schedule.

(m) (i) Seller is the owner of or duly licensed to use all Intellectual Property and Work Product and its associated goodwill. Seller has no knowledge of any pending or threatened claim, and has no reason to believe that any third party asserts ownership rights in any of the Intellectual Property or Work Product; (ii) Seller has no knowledge of any pending or threatened claim and has no reason to believe that Seller's use of any Intellectual Property or Work Product infringes any right of any third party; and (iii) Seller has no knowledge or any reason to believe that any third party is infringing any of Seller's rights in any of the Intellectual Property or Work Product.

(n) Neither Seller, nor any of its Affiliates, has dealt with any person or entity who is or may be entitled to a broker's commission, finder's fee, investment banker's fee or similar payment for arranging the transaction contemplated hereby or introducing the parties to each other.

4.3 Purchaser's Right of Setoff. In the event that Seller (i) breaches any of its representations and warranties set forth in Section 4.2, or (ii) fails to obtain any of the Required Consents (assuming Purchaser has closed the transactions contemplated hereby despite such failure), or (iii) fails to comply with or breaches any of its covenants, agreements or obligations contained in this Agreement, including without limitation, the covenant to satisfy all Retained Liabilities contained in Section 2.2 hereof, or (iv) is obligated to indemnify Purchaser under Section 8.2 hereof, Purchaser shall have the right, in its sole discretion, to setoff and apply all Damages (as defined herein), or other amounts owed by Seller, against (x) any payments or amounts owed by Purchaser to Seller, including, without limitation, under the Royalty Agreement, or (y) any payments or amounts owed by Purchaser or Purchaser's subsidiary, Wizkids Ohio, LLC, to Seller's affiliate, F-H Operating Company, LLC. The permitted remedies of Purchaser under this Section 4.3 shall not be deemed to be Purchaser's exclusive remedies hereunder upon occurrence of any of the aforementioned events, but shall be in addition to all other remedies available to Purchaser under this Agreement, or at law or in equity. Prior to Purchaser exercising any of its rights under this Section 4.3, Purchaser will give Seller written notice of its intent to exercise its rights hereunder, and shall provide Seller with a reasonable opportunity to cure the failure or default which gives rise to Purchaser's exercise of rights; provided however that if Purchaser's affiliate Wizkids Ohio, LLC is not required to provide Seller with written notice prior to Seller's affiliate F-H Operating Company, LLC exercising its rights under the asset purchase agreement of even date herewith between said parties, then Purchaser shall not be required to provide written notice to Seller for such purposes under this Agreement.

ARTICLE V

Conduct Prior to the Closing and Contingencies

5.1 General. Between the date hereof and the Closing Date:

(a) Seller shall give to Purchaser's officers, employees, attorneys, consultants, accountants and lenders reasonable access during normal business hours to all of the properties, books, contracts, documents, records and personnel of Seller relating to the Purchased Assets, Assumed Liabilities and Retained Liabilities and shall furnish to Purchaser such information as Purchaser may at any time and from time to time reasonably request.

(b) Seller shall pay as and when due all liabilities (both Assumed Liabilities and Retained Liabilities, existing prior to the Closing Date) with respect to the Business.

(c) Without implication that such laws apply to the transaction contemplated hereby, Seller and Purchaser agree to waive compliance with the laws of any states relating to bulk sales.

(d) No party shall intentionally perform any act which, if performed, or omit to perform any act which, if omitted to be performed, would prevent or excuse the performance of this Agreement by any party hereto or which would result in any representation or

warranty herein contained of said party being untrue in any material respect as if originally made on and as of the Closing Date.

ARTICLE VI
Conditions to Closing

6.1 Conditions to Seller's Obligations. The obligation of Seller to consummate the transaction contemplated hereby is subject to the fulfillment of all of the following conditions on or prior to the Closing Date, upon the non-fulfillment of any of which this Agreement may, at Seller's option, be terminated pursuant to and with the effect set forth in Article IX:

(a) Each and every representation and warranty made by Purchaser shall have been true and correct when made and shall be true and correct in all material respects as if originally made on and as of the Closing Date.

(b) All obligations of Purchaser to be performed hereunder through, and including on, the Closing Date (including, without limitation, all obligations which Purchaser would be required to perform at the Closing if the transaction contemplated hereby was consummated) shall have been performed.

(c) No suit, proceeding or investigation shall have been commenced or threatened by any governmental authority or private person on any grounds to restrain, enjoin or hinder, or to seek material damages on account of, the consummation of the transaction contemplated hereby.

6.2 Conditions to Purchaser's Obligations. The obligation of Purchaser to consummate the transaction contemplated hereby is subject to the fulfillment of all of the following conditions on or prior to the Closing Date, upon the non-fulfillment of any of which this Agreement may, at Purchaser's option, be terminated pursuant to and with the effect set forth in Article IX:

(a) Each and every representation and warranty made by Seller shall have been true and correct when made and shall be true and correct in all material respects as if originally made on and as of the Closing Date.

(b) All obligations of Seller to be performed hereunder through, and including on, the Closing Date (including, without limitation, all obligations which Seller would be required to perform at the Closing if the transaction contemplated hereby was consummated) shall have been performed, including without limitation, delivery of each and every one of the Required Consents, within the time frame for such delivery, all as more fully set forth in Section 5.2 hereof.

(c) No suit, proceeding or investigation shall have been commenced or threatened by any governmental authority or private person on any grounds to restrain, enjoin or hinder, or to seek material damages on account of, the consummation of the transaction contemplated hereby.

(d) Seller shall have delivered to Purchaser copies of all board and shareholder resolutions adopted by Seller with respect to authorizing and carrying out the transactions contemplated by this Agreement, certified by its Secretary.

ARTICLE VII Post-Closing Agreements

7.1 Post-Closing Agreements. From and after the Closing, the parties shall have the respective rights and obligations which are set forth in the remainder of this Article VII.

7.2 Inspection of Records. Seller shall retain and make its books and records available for inspection by the other party, or by its duly accredited representatives, for reasonable business purposes at all reasonable times during normal business hours, for a seven (7) year period after the Closing Date, with respect to all transactions occurring prior to and those relating to the Closing, the historical financial condition, assets, liabilities, results of operations and cash flows of Seller. As used in this Section 7.2, the right of inspection includes the right to make copies.

7.3 Certain Assignments. Any other provision of this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to transfer or assign, or a transfer or assignment of, any claim, contract, lease, permit, commitment, order, or any benefit arising thereunder or resulting therefrom, if an attempt at transfer or assignment thereof without the consent required or necessary for such assignment, would constitute a breach thereof or in any way adversely affect the rights of Purchaser or Seller thereunder. If such a consent or agreement to transfer or assign is not obtained for any reason, Purchaser and Seller shall cooperate in any arrangement Purchaser may reasonably request to provide for Purchaser the benefits under such claim, contract, lease, permit, commitment or order. Seller shall use its best efforts and make every good faith attempt to obtain all consents specified by Purchaser to the assignment of, or alternate arrangements satisfactory to Purchaser with respect to, any Contract, insurance policy, agreement, or other instrument, or Permit which is to be assigned to Purchaser hereunder and which may be required for such assignment to be effective.

7.4 Sales and Transfer Taxes. Seller shall pay when due from assets other than the Purchased Assets, all local and state tax (excluding any local or state income tax) relating to the transfer and sale of the Purchased Assets.

7.5 Disclosure of Confidential Information. As a further inducement for Purchaser and Seller to enter into this Agreement, both parties agree that each party shall, and shall cause its Affiliates, officers, employees, agents or representatives to, hold in strictest confidence, and not,

without the prior written approval of the other party, use for their own benefit or the benefit of any party or disclose to any person, firm or entity confidential or proprietary any information of any kind relating to the Purchaser, Seller or the Business, except to the extent such information was publicly available or obtainable from independent sources prior to Closing or as required by law.

7.6 Injunctive Relief. Each of Seller and Purchaser specifically recognizes that any breach of Section 7.5 will cause irreparable injury to the other party and that actual damages may be difficult to ascertain, and in any event, may be inadequate. Accordingly (and without limiting the availability of legal or equitable, including injunctive, remedies under any other provisions of this Agreement), both parties agree that in the event of any such breach, the non-breaching party shall be entitled to injunctive relief in addition to such other legal and equitable remedies that may be available without the necessity of posting a bond.

7.7 Further Assurances.

(a) Seller agrees that it shall, and shall cause its employees, subcontractors and agents, to cooperate with Purchaser or its designees, at Seller's expense, to execute all such papers, documents, oaths, declaration and the like, including without limitation, any assignment documents, and do any such further acts requested by Purchaser in order to enable Purchaser to secure, exercise and perfect its exclusive rights with respect the Intellectual Property and the Work Products. To that end, Seller hereby appoints Purchaser as its agent and attorney-in-fact to act for and in its behalf and stead to execute, register, and file any applications, and to do all other lawfully permitted acts to further the application, registration, prosecution, issuance, renewals, and extensions, of trademarks, patents, copyrights and other protections with the same legal force and effect as if executed by Purchaser.

(b) The parties shall execute such further documents, and perform such further acts, as may be necessary to transfer and convey the Purchased Assets and the properties and rights of the Business to Purchaser, on the terms herein contained, and to otherwise comply with the terms of this Agreement.

7.8 License Agreement and Option Agreement Fees. Seller shall be entitled to continue to receive all license fees, royalties, and other revenues payable to the licensor under the License Agreements that are received on or prior to the expiration of the current term of the said License Agreements. Commencing upon the first day of any extension term or renewal term under the License Agreements, Purchaser shall be entitled to receive all such license fees, royalties and other revenues payable to the licensor thereunder. For purposes of this provision, each of the License Agreements shall be treated separately, with payments received being ultimately paid to the Seller or the Purchaser on an agreement-by-agreement basis, as the case may be. Purchaser shall be entitled to receive and retain all fees, payments and revenues due and owing under any Option Agreement whereby the optionor thereunder exercises its rights after the Closing Date. Purchaser will comply with the terms and provisions of each License Agreement and Option Agreement applicable to it under such License Agreements and Option Agreements from and after the Closing Date.

7.9 Bank Payments and Shareholder Loan Subordination. Seller agrees that, so long as any other indebtedness of Seller to any and all third parties remains outstanding (excluding short-term indebtedness arising in connection with ordinary course business activities of Seller which may exist from time to time), it shall not make any prepayment to the Bank, or otherwise make additional payments in excess of the minimum payment required by the Bank, without the express prior written consent of Purchaser. Seller further agrees that it shall cause Morton Weisman and Ross Babcock to subordinate repayment of personal loans that each of them have made to the Seller (the "Shareholder Loans") such that Messrs. Weisman and Babcock shall not receive any repayment of the Shareholder Loans until all other indebtedness of Seller to any and all third parties is paid in full and Seller is otherwise free from debt, other than short-term indebtedness arising in connection with ordinary course business activities of Seller which may exist from time to time.

ARTICLE VIII Indemnification

8.1 General. From and after the Closing, the parties shall indemnify each other as provided in this Article VIII. For the purposes of this Article VIII, each party shall be deemed to have remade all of its representations and warranties contained in this Agreement at the Closing with the same effect as if originally made at the Closing. As used in this Agreement, the term "Damages" shall mean all liabilities, demands, claims, actions or causes of action, regulatory, legislative or judicial proceedings or investigations, assessments, levies, losses, fines, penalties, damages, costs and expenses, including, without limitation: reasonable attorneys', accountants', investigators', and experts' fees and expenses, sustained or incurred in connection with the defense or investigation of any such claim.

8.2 Indemnification Obligations of Seller. Seller shall defend, indemnify, save and keep harmless Purchaser, its Affiliates officers, directors, shareholders, agents, employees, representatives, successors and permitted assigns against and from all Damages sustained or incurred by any of them resulting from or arising out of or by virtue of:

(a) any inaccuracy in or breach of any representation and warranty made by Seller in this Agreement or in any closing document delivered to Purchaser in connection with this Agreement;

(b) any breach by Seller of, or failure by Seller to comply with, any of its covenants, agreements or obligations under this Agreement or in any closing document delivered to Purchaser in connection with this Agreement;

(c) the failure to discharge when due any liability or obligation of Seller, (including without limitation, the Retained Liabilities), other than the Assumed Liabilities, or any claim against Purchaser with respect to any such liability or obligation or alleged liability or obligation; or

(d) any fraudulent conveyance action or allegation asserted against Purchaser, whether by reason of the failure of the parties to comply with bulk transfer laws applicable to the transactions contemplated and effected pursuant to this Agreement, the insolvency of Seller at the time of Closing, or otherwise;

(e) any royalties or license fees owed to third parties (including those owed to artists and authors and the like), unless the benefit attributable to the royalty or license is specifically assumed by Purchaser hereunder as an Assumed Liability; or

(f) any claims by parties other than Purchaser to the extent caused by acts or omissions of Seller on or prior to the Closing Date, including, without limitation, claims for Damages which arise or arose out of Seller's operation of the Business or by virtue of Seller's ownership of the Purchased Assets on or prior to the Closing Date.

8.3 Purchaser's Indemnification Covenants. Purchaser shall defend, indemnify, save and keep harmless Seller, its Affiliates officers, directors, members, agents, employees, representatives, successors and permitted assigns against and from all Damages sustained or incurred by any of them resulting from or arising out of or by virtue of:

(a) any inaccuracy in or breach of any representation and warranty made by Purchaser in this Agreement or in any closing document delivered to Seller in connection with this Agreement;

(b) any breach by Purchaser of, or failure by Purchaser to comply with, any of its covenants or obligations under this Agreement or any agreement or document delivered to Seller in connection with this Agreement;

(c) Purchaser's failure to pay, discharge and perform any of the Assumed Liabilities; or

(d) any claims by parties other than Seller to the extent caused by the acts or omissions of Purchaser or related to the Assumed Liabilities on or after the Closing Date, including, without limitation, claims for Damages which arise out of Purchaser's operation at the Premises or by virtue of Purchaser's ownership of the Purchased Assets after the Closing Date.

8.4 Limitation on Seller's Indemnification Obligations. With respect to any claim for which Purchaser is entitled to indemnification pursuant to Section 8.2(a) hereof, Seller shall not be obligated to so indemnify Purchaser (i) for any claim tendered to Seller after the first anniversary of the Closing Date, and (ii) for any amount in excess of \$325,000.

ARTICLE IX

Effect of Termination/Proceeding

9.1 Right to Terminate. This Agreement and the transaction contemplated hereby may be terminated at any time prior to the Closing by prompt notice given in accordance with Section 10.2 by either of the parties if the Closing shall not have occurred at or before 11:59 p.m. on March 31, 2001; provided, however, that the right to terminate this Agreement under this Section 9.1(b) shall not be available to any party whose failure to fulfill any material obligation under this Agreement has been the cause of or resulted in the failure of the Closing to occur on or prior to the aforesaid date.

9.2 Remedies. In the event of a breach of this Agreement, the non-breaching party shall not be limited to the remedy of termination of this Agreement, but shall be entitled to pursue all available legal and equitable rights and remedies, and shall be entitled to recover all of its reasonable costs and expenses incurred in pursuing them (including, without limitation, reasonable attorneys' fees).

ARTICLE X
Miscellaneous

10.1 Expenses. Except as otherwise set forth in this Agreement, each party hereto shall bear all fees and expenses incurred by such party in connection with this Agreement and the consummation of the transaction contemplated hereby, including, without limitation, attorneys', accountants' and other professional fees and expenses.

10.2 Notices. All notices required or permitted to be given hereunder shall be in writing and may be delivered by hand, by facsimile, by nationally recognized private courier, or by United States mail. Notices delivered by mail shall be deemed given three (3) business days after being deposited in the United States mail, postage prepaid, registered or certified mail. Notices delivered by hand by facsimile, or by nationally recognized private carrier shall be deemed given on the first business day following receipt; provided, however, that a notice delivered by facsimile shall only be effective if such notice is also delivered by hand, or deposited in the United States mail, postage prepaid, registered or certified mail, on or before two (2) business days after its delivery by facsimile. All notices shall be addressed as follows:

If to Seller Addressed to: F-H Operating Company, LLC
C/o FASA Corporation
1100 West Cermak, Suite B305
Chicago, IL 60608
Telephone: 312-243-5660

With a copy to : William S. Ettleson, Esq.

Telephone: _____

If to Purchaser Addressed to: Wizkids, LLC
128 West Lake Street, Suite #2
Bloomington, IL 60108
Telephone: 630-351-1800

with a copy to: Bronson & Kahn
300 West Washington, 14th Floor
Chicago, Illinois 60606
Attention: Harlan D. Kahn
Telecopier: (312) 553-1733

and/or to such other respective addresses and/or addressees as may be designated by notice given in accordance with the provisions of this Section 10.2.

10.3 Entire Agreement. This Agreement and the instruments to be delivered by the parties pursuant to the provisions hereof constitute the entire agreement between the parties. Each exhibit, and the Disclosure Schedule, shall be considered incorporated into this Agreement. Any amendments, or alternative or supplementary provisions to this Agreement, must be made in writing and duly executed by an authorized representative or agent of each of the parties hereto.

10.4 Survival; Non-Waiver. All representations and warranties shall survive the Closing regardless of any investigation or lack of investigation by any of the parties hereto. The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

10.5 Applicable Law. This Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Illinois applicable to contracts made in that State.

10.6 Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto, and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

10.7 Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other party.

10.8 Amendments. This Agreement shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto.

10.9 Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

SELLER:
FASA CORPORATION

By: *Morton Weisman*
Its: CEO

PURCHASER:
WIZKIDS, LLC

By: _____
Its: _____

For the purpose of making the representations and warranties set forth in Section 4.2 of this Agreement, for the purpose of the covenant set forth in Section 7.9 of this Agreement and for the purpose of making the indemnification covenants set forth in Section 8.2 of this Agreement, the undersigned, Jordan Weisman, Morton Weisman and Ross Babcock, each individually, jointly and severally, hereby join in and agree to be bound by this Agreement.

Jordan Weisman

Morton Weisman
Morton Weisman

Ross Babcock

10.8 Amendments. This Agreement shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto.

10.9 Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

SELLER:
FASA CORPORATION

By: _____
Its: _____

PURCHASER:
WIZKIDS, LLC

By: _____
Its: _____

For the purpose of making the representations and warranties set forth in Section 4.2 of this Agreement, for the purpose of the covenant set forth in Section 7.9 of this Agreement and for the purpose of making the indemnification covenants set forth in Section 8.2 of this Agreement, the undersigned, Jordan Weisman, Morton Weisman and Ross Babcock, each individually, jointly and severally, hereby join in and agree to be bound by this Agreement.

Jordan Weisman

Morton Weisman

Ross Babcock

10.8 Amendments. This Agreement shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto.

10.9 Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

SELLER:
FASA CORPORATION


By: _____
Its: _____

PURCHASER:
WIZKIDS, LLC

By: _____
Its: _____

For the purpose of making the representations and warranties set forth in Section 4.2 of this Agreement, for the purpose of the covenant set forth in Section 7.9 of this Agreement and for the purpose of making the indemnification covenants set forth in Section 8.2 of this Agreement, the undersigned, Jordan Weisman, Morton Weisman and Ross Babcock, each individually, jointly and severally, hereby join in and agree to be bound by this Agreement.

Jordan Weisman

Morton Weisman


Ross Babcock

FASA Corporation

Trademark Report by Country

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REFERENCE	MAR	FILE	APPL	REGD	REG	STATU	CLASSE
AUSTRALIA							
111457-016	BATTLETEC	11/10/94	645466	3/29/96	645466	REGISTERE	09
09 - Apparatus for Recording, Transmission or Reproduction of Sound or Images; Computer Programs; Computer Games; Video Output Games, Computer Game Programs and Cartridges							
111457-017	BATTLETEC	11/10/94	645468	3/29/96	645468	REGISTERE	28
28 - Toys, Games and Playthings including Toy Action Figures and Accessories Therefor							
111457-018	BATTLETEC	11/10/94	645470	3/29/96	645470	REGISTERE	41
41 - Entertainment Services including Provision of Entertainment at Amusement Centres or Arcades and Rental of Equipment for Playing Interactive Animated Computer Simulation Games							
CANADA							
111457-019	BATTLETEC	6/17/93	731,140	2/4/97	470,333	REGISTERE	09,16,28 41,42
09 - Prerecorded Audio and Video Cassette Tapes and Discs in the area of Fantasy and Science Fiction; Motion Picture Films in the area of Fantasy and Science Fiction; Electrical Apparatus.							
16 - Novels, Comic Books, Series of Fiction Books, magazines, Brochures and Newsletters in the field of Fantasy and Science Fiction.							
28 - Board Games, Role Playing Games, Figurines and Related Toys; Video Output Games, Computer Game Programs and Cartridges, Toy Action Figures and Accessories Therefor.							
41 - Entertainment Services, Namely, Providing Facilities for Interactive Computer Simulation Games; Rental Services, Namely, Providing Space and Equipment for Playing Interactive Computer Simulation Games.							
42 - Rental Services							
FRANC							
111457-020	BATTLETEC	11/16/94	94-544825	5/12/95	94544825	REGISTERE	09,28,41
09 - Prerecorded Audio and Video Cassette Tapes and Discs in the area of Fantasy and Science Fiction; Motion Picture Films in the area of Fantasy and Science Fiction; Electrical Apparatus.							
28 - Board Games, Role Playing Games, Figurines and Related Toys; Video Output Games, Computer Game Programs and Cartridges, Toy Action Figures and Accessories Therefor.							
41 - Entertainment Services, Namely, Providing Facilities for Interactive Computer Simulation Games; Rental Services, Namely, Providing Space and Equipment for Playing Interactive Computer Simulation Games.							
GERMAN							
111457-021	BATTLETEC	4/1/93	F 42309/41 Wz	3/14/94	2 059 722	REGISTERE	09,16,28 41
09 - Prerecorded Audio and Video Cassette Tapes and Discs in the area of Fantasy and Science Fiction; Motion Picture Films in the area of Fantasy and Science Fiction; Electrical Apparatus.							
16 - Novels, Comic Books, Series of Fiction Books, magazines, Brochures and Newsletters in the field of Fantasy and Science Fiction.							
28 - Board Games, Role Playing Games, Figurines and Related Toys; Video Output Games, Computer Game Programs and Cartridges, Toy Action Figures and Accessories Therefor.							
41 - Entertainment Services, Namely, Providing Facilities for Interactive Computer Simulation Games; Rental Services, Namely, Providing Space and Equipment for Playing Interactive Computer Simulation Games.							
111457-047	MECHFORCE	11/23/95	395 47 560.0	11/21/96	395 47 560	REGISTERE	41
41 - Entertainment Services, Namely, Providing Facilities for Interactive Computer Simulation Games; Rental Services, Namely, Providing Space and Equipment for Playing Interactive Computer Simulation Games.							
111457-054	SHADOWRUN	4/1/93	F 42310	3/14/94	2059723	REGISTERE	09,16,28 41
09 - Prerecorded Audio and Video Cassette Tapes and Discs in the area of Fantasy and Science Fiction; Motion Picture Films in the area of Fantasy and Science Fiction; Electrical Apparatus.							
16 - Novels, Comic Books, Series of Fiction Books, magazines, Brochures and Newsletters in the field of Fantasy and Science Fiction.							
28 - Board Games, Role Playing Games, Figurines and Related Toys; Video Output Games, Computer Game Programs and Cartridges, Toy Action Figures and Accessories Therefor.							
41 - Entertainment Services, Namely, Providing Facilities for Interactive Computer Simulation Games; Rental Services, Namely, Providing Space and Equipment for Playing Interactive Computer Simulation Games.							
ISRAEL							

TRADEMARK

REEL: 002758 FRAME: 0393

Trademark Report by Country

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REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>ISRAEL continued...</i>							
111457-006	BATTLETECH	6/22/93	87864	5/10/95	87864	REGISTERED	16
	16 - Novels, Comic Books, Series of Fiction Books, magazines, Brochures and Newsletters in the field of Fantasy and Science Fiction.						
111457-007	BATTLETECH	6/22/93	87865	6/11/95	87865	REGISTERED	25
	25 - Clothing, Namely, T-Shirts, Golf Shirts, Jackets, Sweaters, Sweatsuits, Slacks, Pants, Shorts, Vests, Socks, Caps, Hats and Scarves.						
111457-008	BATTLETECH	6/22/93	N/A	6/22/93	87866	REGISTERED	28
	28 - Board Games, Role Playing Games, Figurines and Related Toys; Video Output Games, Computer Game Programs and Cartridges, Toy Action Figures and Accessories Therefor.						
111457-009	BATTLETECH KRAVTECH	3/25/92	82856	4/1/96	82856	REGISTERED	28
	28 - Board Games, Role Playing Games, Figurines and Related Toys; Video Output Games, Computer Game Programs and Cartridges, Toy Action Figures and Accessories Therefor.						
111457-010	KRAVTECH	1/10/95	96463	6/2/96	96463	REGISTERED	28
	28 - Board Games, Role Playing Games, Figurines and Related Toys; Video Output Games, Computer Game Programs and Cartridges, Toy Action Figures and Accessories Therefor.						
JAPAN							
111457-028	BATTLETECH (With Katakana Equivalents)	1/21/91	03-004588	6/30/93	2553316	REGISTERED	26
	26 - All Goods in Class						
111457-029	BATTLETECH (With Katakana Equivalents)	1/21/91	03-004589	5/31/93	2541940	REGISTERED	24
	24 - All Goods in Class						
111457-030	BATTLETECH (With Katakana Equivalents)	8/23/91	03-088564	11/29/96	2717815	REGISTERED	09
	09 - All Goods in Class						
111457-031	BATTLETECH (With Katakana Equivalents)	8/23/91	03-088567	4/28/95	2706125	REGISTERED	11
	11 - All Goods in Class						
111457-032	BATTLETECH CENTER	9/30/92	04-250162	4/28/95	3036785	REGISTERED	41
	41 - All Services in Class						
111457-033	BATTLETECH CENTER (With Katakana Equivalents)	8/23/91	03-088565	2/28/94	2629804	REGISTERED	09
	09 - All Goods in Class						
111457-034	BATTLETECH CENTER (With Katakana Equivalents)	8/23/91	03-088568	2/28/94	2629806	REGISTERED	11
	11 - All Goods in Class						
111457-061	SHADOWRUN (With Katakana Equivalents)	9/30/91	03-101125	11/30/93	2594900	REGISTERED	24
	24 - All Goods in Class						
111457-062	SHADOWRUN (With Katakana Equivalents)	9/30/91	03-101126	2/28/94	2621554	REGISTERED	26
	26 - All Goods in Class						

SWITZERLAND

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REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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SWITZERLAND continued...

111457-022	BATTLETECH	6/22/93	8417/1993.2	1/20/95	413,862	REGISTERED	09,16,25 28,41
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09 - Prerecorded Audio and Video Cassette Tapes and Discs in the area of Fantasy and Science Fiction; Motion Picture Films in the area of Fantasy and Science Fiction; Electrical Apparatus.

16 - Novels, Comic Books, Series of Fiction Books, magazines, Brochures and Newsletters in the field of Fantasy and Science Fiction.

25 - Clothing, Namely, T-Shirts, Golf Shirts, Jackets, Sweaters, Sweatsuits, Slacks, Pants, Shorts, Vests, Socks, Caps, Hats and Scarves.

28 - Board Games, Role Playing Games, Figurines and Related Toys; Video Output Games, Computer Game Programs and Cartridges, Toy Action Figures and Accessories Therefor.

41 - Entertainment Services, Namely, Providing Facilities for Interactive Computer Simulation Games; Rental Services, Namely, Providing Space and Equipment for Playing Interactive Computer Simulation Games.

UNITED KINGDOM

111457-023	BATTLETECH	4/15/93	1532527	4/28/95	B1532527	REGISTERED	09
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09 - Computer Game Programmes and Cartridges; Apparatus for Games for use with Computers, Display Monitors and/or Television Receivers; Parts and Fittings for all the Aforesaid Goods

111457-024	BATTLETECH	4/1/93	1531720	11/25/94	B1531720	REGISTERED	16
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16 - Printed Matter; Periodical Publications, Books, Booklets, Magazines, Periodicals, Newspapers; Printed Manuals, Instruction Manuals; Pamphlets; Posters; All relating to Games involving Activities in Space, Science Fiction and/or Interactive Animated Computer Simulation

111457-025	BATTLETECH	12/2/87	1328600	5/31/89	B1328600	REGISTERED	28
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28 - Toys and Games

111457-026	BATTLETECH	4/1/93	1531721	8/19/94	B1531721	REGISTERED	28
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28 - Games, Toys and Playthings; Parts and Fittings for all the Aforesaid Goods

111457-027	BATTLETECH	4/1/93	1531722	6/17/94	B1531722	REGISTERED	41
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41 - Provision and Rental of Recreation and Entertainment Facilities; Leisure Centre Services; Rental and Operation of Amusement Centres and Arcades which contain Entertainment Machines and/or Coin Operated Gaming Machines; Rental of Electronic Apparatus for Amusement Purposes; Amusement Arcade Services

111457-041	FASA CORPORATION (and Design)	12/2/87	1328599	2/19/90	B1328599	REGISTERED	28
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28 - Toys and Games

111457-055	SHADOWRUN	4/15/93	1532815	12/16/94	1532815	REGISTERED	09
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09 - Computer Game Programmes and Cartridges; Apparatus for Games for use with Computers, Display Monitors and/or Television Receivers; Parts and Fittings for all the Aforesaid Goods

111457-056	SHADOWRUN	4/1/93	1531723	4/5/94	1531723	REGISTERED	16
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16 - Printed Matter; Periodical Publications, Books, Booklets, Magazines, Periodicals, Newspapers; Printed Manuals, Instruction manuals; Pamphlets, Catalogues; Posters

111457-057	SHADOWRUN	4/1/93	1531724	7/15/94	1531724	REGISTERED	28
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28 - Games, Toys and Playthings; Parts and Fittings for all the Aforesaid Goods

111457-058	SHADOWRUN	4/1/93	1531725	2/4/94	1531725	REGISTERED	41
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41 - Provision and Rental of Recreation and Entertainment Facilities; Leisure Centre Services; Rental and Operation of Amusement Centres and Arcades which contain Entertainment Machines and/or Coin Operated Gaming Machines; Rental of Electronic Apparatus for Amusement Purposes; Amusement Arcade Services

UNITED STATES

111457-011	'MECH	10/22/86	73-626,301	2/9/88	1,476,062	REGISTERED	28
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28 - Playing Pieces, Rules, and Guides for use in Playing Board Games - First Use and In Commerce: 1/8/1986

111457-012	AEROTECH	1/16/86	73-577,887	8/12/86	1,405,122	REGISTERED	28
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28 - Equipment Sold as a Unit for Playing a Board Game - First Use and In Commerce: 1/8/1986

111457-013	BARSAIVE	10/12/93	74-446,362	1/31/95	1,876,725	REGISTERED	28
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28 - Role Playing Games consisting of Instruction Guides and Manuals and Accessories Therefor; Board Games and Instruction Manuals Therefor - First Use and In Commerce: 12/8/1993

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REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued...</i>							
111457-014	BATTLEFORCE	1/16/86	73-577,888	8/5/86	1,404,242	REGISTERED	28
28 - Equipment Sold as a Unit for Playing a Board Game - First Use and In Commerce: 1/8/1986							
111457-015	BATTLEMECH	10/22/86	73-626,352	3/8/88	1,479,757	REGISTERED	28
28 - Playing Pieces, Rules, and Guides for use in playing Board Games - First Use and In Commerce: 1/8/1986							
111457-005	BATTLETECH	8/2/90	74-084,214	11/3/92	1,730,183	REGISTERED	16,28,41
16 - Series of Manuals and Books Relating to Interactive Animated Computer Simulation Games - First Use and In Commerce: 7/00/1990							
28 - Video Output Games, Computer Game Programs and Cartridges, and Toy Active Figure and Accessories Therefor - First Use and In Commerce: 7/00/1989							
41 - Rental Services, Namely, Providing Space and Equipment for Playing Interactive Animated Computer Simulation Games - First Use and In Commerce: 7/00/1990							
111457-004	BATTLETECH	1/13/86	73-577,249	7/29/86	1,403,297	REGISTERED	28
28 - Equipment sold as a Unit for Playing a Board Game - First Use and In Commerce: 9/10/1985							
111457-003	BATTLETECH	11/14/88	73-763,570	10/31/89	1,563,309	REGISTERED	16
16 - Books, Namely Books of Science Fiction - First Use and In Commerce: 8/15/1986							
111457-035	CENTURION	6/27/88	73-736,784	5/23/89	1,540,668	REGISTERED	28
28 - Playing Pieces, Rules, and Guides for use in Playing Board Games Sold Separately and as a Unit - First Use and In Commerce: 4/4/1988							
111457-036	CITYTECH	1/16/86	73-577,889	8/5/86	1,404,243	REGISTERED	28
28 - Equipment sold as a Unit for Playing a Board Game - First Use and In Commerce: 1/8/1986							
111457-037	EARTH DAWN	10/4/93	74-443,717	1/24/95	1,875,228	REGISTERED	16,28
16 - Series of Fiction Books; Accessories for Role-Playing Games, Namely, Maps, Cards, Rulebooks, and Cardboard Cut-Out Pieces - First Use and In Commerce: 8/10/1993							
28 - Board Games and Instructional Manuals Provided Therewith; Role Playing Games and Instructional Manuals and Guides Provided Therewith - First Use and In Commerce: 7/27/1993							
111457-038	EARTH DAWN (and Design)	9/24/93	74-439,802	4/4/95	1,887,992	REGISTERED	28
28 - Computer Game Software - First Use: 4/15/1993 - In Commerce: 8/19/1993							
111457-039	EARTHDAWN	9/17/93	74-436,693	5/9/95	1,893,687	REGISTERED	28
28 - Computer Game Software - First Use and In Commerce: 10/00/1993							
111457-040	EARTHDAWN (and Design)	10/4/93	74-443,716	1/3/95	1,871,291	REGISTERED	16,28
16 - Series of Fiction Books; Accessories for Role-Playing Games, Namely, Maps, Cards, Rulebooks, and Cardboard Cut-Out Pieces - First Use and In Commerce: 8/10/1993							
28 - Role-Playing Games and Instruction Manuals and Guides Provided Therewith - First Use and In Commerce: 7/27/1993							
111457-042	GRIMOIRE	9/19/90	74-098,542	6/16/92	1,694,583	REGISTERED	28
28 - Role Playing Game Accessories: Namely, Role Playing Guides and Manuals - First Use and In Commerce: 8/19/1990							
111457-043	INTERCEPTOR	3/1/88	73-714,292	9/27/88	1,506,165	REGISTERED	28
28 - Playing Pieces, Rules, and Accessories for use in Playing Board Games - First Use and In Commerce: 8/28/1987							
111457-044	LEVIATHAN	7/28/88	73-742,721	3/28/89	1,532,189	REGISTERED	28
28 - Playing Pieces, Rules, and Guides for use in Playing Board Games - First Use and In Commerce: 7/27/1988							
111457-045	MATRIX	12/16/88	73-769,710	12/18/90	1,628,423	REGISTERED	28,41
28 - Equipment Sold as a Unit for Playing a Game on a Board or on a Personal Computer - First Use and In Commerce: 11/28/1988							
41 - Recreational Services, Namely, Providing Facilities and Equipment for Playing Simulated Combat Games - First Use and In Commerce: 11/29/1988							
111457-046	MECHCOMMANDER	11/14/96	75-197,913	2/20/01	2,430,172	REGISTERED	09
09 - Computer Game Programs, and Instruction Manuals Sold as a Unit - First Use and In Commerce: (ITU)							
111457-048	MECHFORCE	5/2/88	73-731,897	3/14/89	1,530,173	REGISTERED	41
41 - Organizing and Promoting Games and Tournaments Involving Role Playing and Fictional Combat Situations - First Use and In Commerce: 12/20/1986							
111457-049	MECHWARRIOR	1/16/86	73-577,882	8/5/86	1,404,241	REGISTERED	28
28 - Equipment Sold as a Unit for Playing a Board Game - First Use and In Commerce: 1/8/1986							

TRADEMARK

REEL: 002758 FRAME: 0396

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REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued...</i>							
111457-050	NO GUTS NO GALAXY	7/21/94	74-552,630	11/18/97	2,114,418	REGISTERED	28,41
28 - Computer Game Programs, Action Toy Figures and Adventure Games, Namely, Games of Science Fiction Strategy - First Use and In Commerce: 1/1/1994							
41 - Amusement Center Services and Amusement Arcade Services - First Use and In Commerce: 1/1/1994							
111457-051	NO GUTS NO GALAXY	9/29/94	74-580,278	10/29/96	2,011,364	REGISTERED	41
41 - Entertainment Services in the Nature of a Continuing Action Adventure Show distributed over Television, Cable, Satellite, Audio and Video Media - First Use and In Commerce: 9/19/1994							
111457-052	RALIDIUM	10/22/93	74-449,854	9/27/94	1,855,515	ABANDONED	06
06 - Metal Alloy used for Casting Toy Hobby Sculptures - First Use and In Commerce: 2/10/1993							
111457-053	RENEGADE LEGION	2/29/88	73-713,779	9/27/88	1,506,150	REGISTERED	28
28 - Playing Pieces, Rules, and Accessories for use in Playing Board Game - First Use and In Commerce: 8/28/1987							
111457-059	SHADOWRUN	7/23/90	74-080,914	1/24/95	1,876,015	TRANSFER	28
28 - Computer Game Programs involving Futuristic and Magical Plots - First Use and In Commerce: 6/00/1993							
111457-060	SHADOWRUN	4/6/89	73-791,522	7/10/90	1,605,488	REGISTERED	16,28
16 - Novels relating to Science Fiction Board and Role-Playing Games - First Use: 3/22/1989 - In Commerce: 8/10/1989							
28 - Equipment Sold as a Unit for Playing Board Games, Role-Playing Games - First Use: 3/22/1989 - In Commerce: 8/10/1989							
111457-063	TOG	3/16/88	73-717,003	1/3/89	1,518,986	REGISTERED	28
28 - Playing Pieces, Rules, and Guides for use in Playing Board Games - First Use and In Commerce: 8/28/1987							

END OF REPORT

TOTAL ITEMS SELECTED = 61