

10/8/03

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



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

102573914

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

1. Name of conveying party(ies): Playstream, LLC
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Playstream, LLC
Internal Address: Suite 400
Street Address: 100 4th Avenue North
City: Seattle State: WA Zip: 98109
Individual(s) citizenship Association
General Partnership Limited Partnership
Corporation-State Washington
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

OFFICE OF PATENT RECORDS
2003 OCT -9 AM 11:31
FINANCE SECTION

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other Assignment & Assumption Agreement
Execution Date: 04/27/2000

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2,450,587 and 2,657,605
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Joerg-Uwe Szipl
Internal Address: Griffin & Szipl, PC
Suite PH-1
Street Address: 2300 Ninth St. S.
City: Arlington State: VA Zip: 22204

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41) \$ 65.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

10/10/2003 DBYRNE 00000257 2450587
01 FC:0521 40.00 DP
02 FC:0522 25.00 DP

DO NOT USE THIS SPACE

9. Signature. Joerg-Uwe Szipl
Name of Person Signing Signature Date 10/08/03
Total number of pages including cover sheet, attachments, and document: 9

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

TRADEMARK
REEL: 002842 FRAME: 0668

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into on April 27, 2000, by and between Playstream, LLC, a Washington limited liability company ("Playstream Washington"), Playstream, LLC, a California limited liability company ("Playstream California"), George T. Grubb, an individual, R. Gordon Grubb, an individual, and W. Clay Grubb, an individual (George T. Grubb, R. Gordon Grubb and W. Clay Grubb are collectively referred to herein as the "Members").

RECITALS

A. The Members own 100% of the membership interests in Playstream California. On December 31, 1999, the Members filed articles of dissolution for Playstream California with the Secretary of State of California.

B. On November 15, 1999, George T. Grubb filed a certificate of formation for Playstream Washington with the Secretary of State of Washington. The Members have relocated to Washington state and formed Playstream Washington with the intent that Playstream Washington will conduct essentially the same business and operations formerly conducted by Playstream California.

C. Playstream California and the Members desire to sell, transfer, convey, assign and deliver to PlayStream Washington all of their right, title and interest to all assets, properties, claims, accounts and other rights, tangible or intangible, real, personal or mixed of Playstream California. It is the intent of Playstream California and the Members that this assignment be effective as of December 31, 1999.

In consideration of the foregoing and the mutual agreements, covenants, and conditions herein contained, Playstream Washington, Playstream California and the Members agree as follows:

AGREEMENT

1. Assignment of Rights.

1.1 **Sale and Assumption.** As of the Effective Date, Playstream California and the Members shall sell, transfer, convey, assign and deliver to Playstream Washington, and PlayStream Washington shall purchase, take assignment of, and receive from Playstream California and the Members: (a) all assets, properties, claims, accounts and other rights, tangible or intangible, real, personal or mixed of Playstream California, including without limitation those assets specifically identified in Section 1.2, (the "Acquired Assets"); and (b) certain liabilities of Playstream California specifically identified in Section 1.3, and excepting all other liabilities ("Assumed Liabilities").

1.2 Acquired Assets. The Acquired Assets include without limitation the following:

(a) Tangible Personal Property. All tangible personal property owned by or leased to Playstream California located in or used in connection with the business of Playstream California, including without limitation, plans, technical specifications, details of work in process, office furniture, fixtures, trade fixtures, equipment, furnishings, tenant improvements, owned or licensed computer systems, software and related documentation, blinds, floor coverings, security equipment, communications equipment, and equipment operation manuals.

(b) Inventory. All inventory of office supplies and other disposables included as inventory on the books and records of Playstream California.

(c) Intangible Personal Property. All intangible personal property owned by or on behalf of Playstream California, including without limitation:

(i) Licenses and Permits. All licenses, permits, and accreditation used in operation of Playstream California's business, to the extent such licenses, permits, and accreditation, may be transferred to Playstream Washington.

(ii) Intellectual Property. The intellectual property of Playstream California including, without limitation:

(1) all patents, trademarks, trade names, service marks, mask works, domain names, copyrights and any renewal rights, applications and registrations for any of the foregoing, and all trade dress, net lists, schematics, technology, manufacturing processes, supplier lists, trade secrets, know-how, moral rights, computer software programs or applications (in both source and object code form) owned by or on behalf of Playstream California;

(2) all goodwill associated with trademarks, trade names service marks and trade dress owned by or on behalf of Playstream California;

(3) all software and firmware listings, and updated software source code, and complete system build software and instructions related to all software owned by or on behalf of Playstream California;

(4) all documents, records and files relating to design, end user documentation, manufacturing, quality control, sales, marketing or customer support for all intellectual property owned by or on behalf of Playstream California;

(5) all other tangible or intangible proprietary information and materials owned by or on behalf of Playstream California;

(6) all the URLs, domain names and websites relating to Playstream California;

(7) all licenses and other rights in any third party product, intellectual property, proprietary or personal rights, documentation, or tangible or intangible property, including without limitation the types of intellectual property and tangible and intangible proprietary information described in (1) through (6) above.

In this Agreement, "proprietary information" means all information, data, software, and materials (whether contained in documents, electronic media, or other forms) relating to or used by Playstream California, including without limitation, information about Playstream California's materials, procedures, inventions, expertise, customer lists, potential customer lists, customer data, financial data, vendors, marketing plans, and trade secrets.

(iii) **Communication Addresses.** All telephone numbers, facsimile numbers, Internet addresses, Internet domain names, Internet domain name registrations, log-in identifications, user identifications, screen names, and online service identifications relating to Playstream California.

(iv) **Rights Arising under Assumed Obligations.** Those rights of Playstream California arising under or relating to the obligations expressly assumed by Playstream Washington.

(v) **Business Records.** All operations records, customer records, customer lists, vendor lists, price lists, operations manuals, personnel records, employee manuals, and all other records, files, memoranda, sketches, bids, contracts, and other documents relating to the business of Playstream California.

(vi) **Warranties.** Manufacturer's warranties and guarantees, if any.

(vii) **Deposits.** Deposits, prepaid insurance, prepaid items, prepaid expenses, and similar assets.

(viii) **Goodwill.** All rights of Playstream California in the favorable consideration that Playstream California and its business have in the minds of the public, the reasonable expectation that Playstream California and its business will be preferred by existing and potential customers and clients, and the advantage and benefit that existing and potential customers and clients will patronize Playstream California and its business.

(d) **Work-in-Progress.** Work-in-progress (unbilled services rendered prior to the date of this Agreement) arising in the ordinary course of business, including all plans, technical specifications and details of work-in-progress.

(e) **Insurance.** Deductibles, co-payments, premiums, or other payments relating to property, casualty, liability, errors and omissions, and other insurance premiums or payments.

(f) **Taxes.** Federal, state, and local taxes, including income, sales or use, property, service, or other taxes (except sales tax due to this transaction).

(g) **Accounts Receivable.** All fees and other payments now or in the future due or owing to Playstream California

(h) **Domains.** All the URLs relating to Playstream California.

(i) **Proceeds.** All proceeds and products of all the foregoing.

1.3 Assumption of Liabilities. The Assumed Liabilities include only the following, and any liability not disclosed in this Agreement is not transferred to Playstream Washington:

(a) **Trade Payables.** All liabilities related to amounts owed by Playstream California to vendors of supplies and inventory to Playstream California.

(b) **Purchase Orders.** All liabilities related to purchase orders and commitments of Playstream California made in the ordinary course of business for goods, services, supplies, and inventory delivered to Playstream California.

(c) **Personal Property Leases.** All liabilities related to equipment and personal property leases and contracts to purchase personal property.

(d) **Contracts.** All liabilities related to contracts, service contracts, agreements, options, and commitments (collectively "Contracts") related to Playstream California's business.

1.4 To the extent any of the rights of Playstream California or the Members in the Acquired Assets are not subject to assignment hereunder, including without limitation any moral rights, Playstream California and the Members hereby irrevocably and unconditionally waive all enforcement of such rights.

1.5 Playstream California and the Members agree (i) to cooperate fully with Playstream Washington in documenting the discovery and development of all elements of the Acquired Assets; and (ii) upon request by Playstream Washington or any assignee or successor of Playstream Washington, to execute such documents and take such other actions as Playstream Washington or such assignee or successor may request to evidence, vest, confirm, perfect or otherwise effectuate the terms of this Agreement, including without limitation by executing and directing third parties to execute appropriate sale, transfer and assignment agreements, waivers, registration applications, and confirmations, all at the expense of Playstream Washington or its assignees or successors.

1.6 Purchase Price. The purchase price to be paid by Playstream Washington pursuant to this Agreement shall be One Hundred Dollars (\$100), payable in cash, receipt and sufficiency of which is hereby acknowledged. By signing below the parties acknowledge that

Playstream Washington has delivered the full purchase price in immediately available funds to George T. Grubb, as manager of Playstream California.

2. **Consent of Playstream California and the Members**

Playstream California and the Members hereby covenant and agree that they will, at the reasonable request of Playstream Washington, execute and deliver, and will cause to be executed and delivered, such further instruments of sale, transfer, conveyance and assignment and take such other action as may reasonably be required to more effectively sell, transfer, convey, assign and deliver to, and vest in, Playstream Washington, its successors and assigns title to and possession of the Acquired Assets and Assumed Liabilities hereby sold, transferred, conveyed, assigned and delivered, and to put Playstream Washington in actual possession and operating control thereof.

3. **Attorney-in-Fact**

Playstream California and the Members hereby irrevocably constitute and appoint Playstream Washington, and its successors and assigns, as their attorney-in-fact, with full power of substitution, in their name or otherwise, on behalf of Playstream California or the Members for Playstream Washington's use, to claim, demand, collect and receive at any time and from time to time any and all assets, properties, claims, accounts and other rights, tangible or intangible, real, personal or mixed, sold, transferred, conveyed, assigned and delivered under this Agreement.

4. **General Provisions**

4.1 Severability. The parties intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is determined to be unenforceable or void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

4.2 Notices. Any notice required or permitted hereunder will be given in writing and will be deemed effectively given upon personal delivery, three (3) days after deposit in the United States mail by certified or registered mail (return receipt requested), one (1) business day after its deposit with any return receipt express courier (prepaid), or one (1) business day after transmission by telecopier, addressed to the other party at its address (or facsimile number, in the case of transmission by telecopier) as shown below its signature to this Agreement, or to such other address as such party may designate in writing from time to time to the other party.

4.3 Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

4.4 Choice of Law. This Agreement shall be governed by the laws of the State of Washington without regard to its choice of law provisions.

4.5 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors and lawful assigns.

4.6 Effective Date. This Agreement shall be deemed effective for all purposes as of December 31, 1999.

4.7 Entire Agreement. This Agreement states the entire understanding between the parties and their successors in interest, to the extent permitted herein, with respect to the subject matter hereof, and merges and supersedes any promises or conditions in any other oral or written agreement. No provision of this Agreement may be amended or supplemented except by a written agreement signed by the parties hereto or their respective successors in interest.

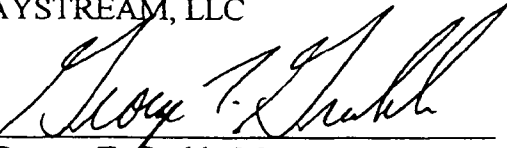
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SIGNATURE PAGE – ASSIGNMENT AND ASSUMPTION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

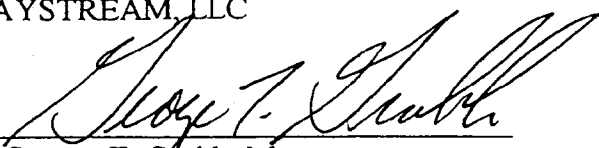
PLAYSTREAM WASHINGTON

PLAYSTREAM, LLC

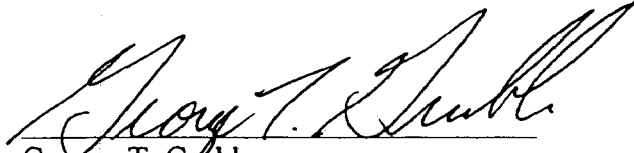
By 
George T. Grubb, Manager

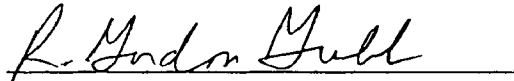
PLAYSTREAM CALIFORNIA

PLAYSTREAM, LLC

By 
George T. Grubb, Manager

MEMBERS


George T. Grubb


R. Gordon Grubb


W. Clay Grubb

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