

02-12-2004

2/12/04



To the Honorable Commissioner

102667727

Shed original documents or copy thereof.

1. Name of conveying party(ies):

RIVERDEEP, INC.

- 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
- Merger
- Change of Name

Execution Date: 08/14/2003

2. Name and address of receiving party(ies)

Name: Cat Daddy Games LLC

Internal Address:

Street Address: 14715 Bel-Red Road, Ste 100

City: Bellevue State: WA Zip: 98007

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other WA 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) 76-461082

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Raymond P. Mulry

Internal Address:

Morrison Cohen Singer & Weinstein, LLP

Street Address: 750 Lexington Avenue

City: New York State: NY Zip: 10022

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:

DO NOT USE THIS SPACE

9. Signature.

Raymond P. Mulry

Name of Person Signing

Signature

02/11/2004

Date

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

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ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is made and entered into as of August 14, 2003, by and between Riverdeep, Inc. (the "Assignor") and Cat Daddy Games LLC (the "Assignee") (each a "Party" and collectively, the "Parties").

Preliminary Statement

WHEREAS, the Assignee desires to acquire all rights and obligations of Assignor with respect to the interactive software game with a working title of "School Tycoon" (the "Product"), as such rights exist under the Software Development and Publishing Agreement between Assignor and Assignee dated February 12, 2003 ("Development Agreement") along with all right, title and interest to the pending U.S. trademark application for the "School Tycoon" mark (Application Serial Number 76461082, "Trademark").

WHEREAS, the Parties desire to terminate the Development Agreement and assign all right, title and interest in the Product and the Trademark, for the consideration set forth below, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Assignment

1.01. Assignment. Upon the terms and subject to the conditions of this Agreement, the Assignor hereby assigns and Assignee accepts the assignment of all right, title and interest to the Product and in and to all intellectual property relating to the Product all to the extent owned by Seller including but not limited to, the Trademark, all copyrights and extensions registrations and renewals thereof, if any; patents, patent applications, inventions and technology; if any, trademarks, service marks, logos and registrations and applications for registration thereof, if any, together with the associated goodwill; trade secrets, if any; together with the rights, if any to do and to authorize others to do any and all acts allowed by law in relation to such rights; and the right to sue and recover for any past infringements, if any; said rights to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made. The foregoing assignment includes the Assignor's assignment of any advertising and packaging materials owned by and in the possession of Assignor, the introduction movie for the Product, and all source and object code and other tangible materials related to the Product in the possession of the Assignor.

1.02. Termination of Development Agreement. The Parties hereby agree that the Development Agreement shall terminate in its entirety and be of no force and effect, except that Section 5.7, Section 8.1, 8.2, and 8.3, and Section 9 (only as it relates to indemnification with respect to third party claims arising from or relating to breaches of representations and warranties) (and such definitions that are incorporated therein) shall survive termination.

1.03. Assignor Release. Assignor shall have no further obligation to Assignee arising under the Development Agreement or the Trademark application, including any milestone payments that are due or may be

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due and payable from Assignor to Assignee under the Development Agreement. Assignee hereby releases Assignor its respective officers, directors, employees, predecessors, successors, affiliates, parents, and subsidiaries (including past affiliate, partners, officers and employees) of and from any and all claims, acts, damages, demands, rights of action and causes of action which they ever had, now has, or in the future may have, against the Assignor, arising from or in any way connected with the Development Agreement. Assignee expressly waives any and all rights which they may have under Section 1542 of the Civil Code of the State of California pertaining to this Agreement (or such similar statutes), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

1.04 Assignee Release. Assignor agrees and acknowledges that Assignor does not have and will not retain or acquire any right, title, interest, ownership, use right or claim in connection with the Product, the Trademark or intellectual property rights or any use right thereof, to the extent that Assignor owned such rights. Assignor will not, directly or indirectly, at any time and anywhere in the world, assert or claim, or initiate or threaten in any court or any office or agency for the registration of intellectual property rights in any state, province, territory, country or jurisdiction anywhere in the world, or otherwise any proceedings to assert or claim, any right, title, interest, ownership, use right or claim in, to or in connection with the Product, the Trademark or intellectual property rights related thereto. Assignor will not, and shall cause its affiliates not to, represent, allege or assert that Assignor or any of its affiliates has any right, title, interest, ownership, use right or claim in, to or in connection with the Product, the Trademark or intellectual property rights related thereto, or use the Product, the Trademark or intellectual property rights related thereto or any other materials confusingly similar to the Product, the Trademark or intellectual property rights related thereto. Assignor agrees and acknowledges that Assignee shall not have to return or refund any portion of the advances made to the Assignee under the Development Agreement and Assignor shall have no rights in or to, or claims against, such advances amounts paid by Assignor to Assignee.

1.05. Compensation. In exchange for the assignment granted in Section 1.01 above, Assignee agrees to pay Assignor \$325,000 upon execution of this Agreement.

2. Representations and Warranties. Assignor represents and warrants to Assignee (a) that it owns the Product (except to the extent that the Product contains Developer Software or Generic Drivers as such terms are defined in the Development Agreement between the Parties), the Trademark and all intellectual property rights related thereto and that it has not assigned, transferred, pledged or otherwise transferred any interest in the Product, the Trademark and the intellectual property rights related thereto; (b) that Assignor has not been subject to any action, and to Assignor's knowledge no action is threatened, that alleges that the Product, the Trademark and the intellectual property rights related thereto infringes upon the intellectual property of any third person, and (c) that the Product (except to the extent that the Product contains Developer Software or Generic Drivers as such terms are defined in the Development Agreement between the Parties), the Trademark and the intellectual property rights related thereto are assigned free and clear of any liens or encumbrances, and (d) that except with respect to Assignee pursuant to the Development Agreement, no other person has any right, title, interest or license to the Product, the Trademark and the intellectual property rights related thereto.

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3. Miscellaneous

3.01. Amendments: No Waivers.

(a) Any provisions of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Assignee and the Assignor, or in the case of a waiver, by the Party against whom the waiver is to be effective.

(b) No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

3.02. Expenses. Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

3.03. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.04. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of California. All proceedings to enforce, interpret or construe the provisions of this Agreement shall be brought only in Los Angeles, California.

3.05. Counterparts: Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

3.06. Entire Agreement. This Agreement dated as of the date hereof, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein or therein has been made or relied upon by either party hereto. Neither this Agreement nor any provision hereof is intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

3.07. Attorneys' Fees. In any action or proceeding to enforce, interpret, or construe any of the provisions or rights hereunder, the prevailing party shall be entitled to recover from the other party all costs, expenses and reasonable attorneys' fees incurred by the prevailing party in connection therewith.

3.08. Captions. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

3.09 Press Releases. Neither party shall issue any press release or make any public announcements with respect to the transaction contemplated by this Agreement except as may be

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mutually agreed by the parties or required by law; provided that, notwithstanding the foregoing, the parties shall, upon prior notice to the other, make such disclosures to its members or necessary governmental authorities.

3.10 Further Assurances. Upon request of Assignee at any time or from time to time, Assignor shall, at Assignee's expense, promptly perform all reasonable acts, execute, acknowledge, deliver or cause to be delivered any letter of consent and any further assurances, instruments, affidavits, or documents, and provide any other assistance and cooperation as may be reasonably necessary or appropriate to cause and effectuate the assignment of the Product, the Trademark and the intellectual property related thereto for the full benefit of Assignee and otherwise fulfill the terms and conditions of this Agreement.

3.11 Confidentiality. The terms of this Agreement (the "Confidential Information") will be kept in strict confidence and will not be disclosed by the Parties in any way, directly or indirectly, to any person without the express written permission of Assignee. The Parties will take all necessary measures to ensure that Confidential Information is not inadvertently disclosed to or obtained by others. The Confidential Information will not in any way be used hereafter by either party except: (a) to the extent such information is general public knowledge or hereafter becomes public knowledge through no act or omission on the part of either party or its agents, (b) to the extent such information is lawfully disclosed to you by a third party who did not acquire the information under an obligation of confidentiality to the disclosing party, or (c) to the extent required by law. The confidentiality of the Development Agreement shall be governed by the surviving sections of that agreement pursuant to Section 1.02 of this Agreement (taking into account the assignment effectuated hereunder).

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Exhibit A

Assignment

This assignment, by and between Riverdeep, Inc. ("Riverdeep"), and Cat Daddy LLC ("Cat Daddy"), is effective as of August ~~14~~ 2003.

WHEREAS, Riverdeep and Cat Daddy are parties to the Software Development and Publishing Agreement between Assignor and Cat Daddy Games LLC dated February 12, 2003 (the "Development Agreement"); and,

WHEREAS, the Cat Daddy desires to acquire all rights and obligations of Riverdeep with respect to the interactive software game with a working title of "School Tycoon" (the "Product"), as such rights exist under the Development Agreement along with all right, title and interest to the pending U.S. trademark application for the "School Tycoon" mark (Application Serial Number 76461082, "Trademark"); and,

WHEREAS, Cat Daddy desires to accept such assignments;

THEREFORE, the parties agree as follows:

Riverdeep does hereby grant, assign, sell and transfer to Cat Daddy and its successors and assigns, Riverdeep's entire right, title and interest and ownership in and to the Product, the Trademark and the intellectual property rights relating thereto, together with any applications and registrations and goodwill to the Product, the Trademark and the intellectual property rights relating thereto and all rights, privileges, claims causes of action and options relating to or pertaining to the foregoing.

Cat Daddy hereby consents to the assignment of Product, the Trademark and the intellectual property rights owned by Riverdeep and undertakes all rights and obligations arising under the Development Agreement.

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The Assignor and the Assignee execute this Agreement as of the date first above written.

RIVERDEEP, INC.

CAT DADDY LLC

By: *Ciara Smyth*
Name: CIARA SMYTH
Title: EXECUTIVE VICE PRESIDENT

By: *Patrick Wilkinson*
Name: Patrick Wilkinson
Title: Chief Financial Officer

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IN WITNESS WHEREOF the parties hereto have caused this assignment to be signed under seal as of the date first set forth above.

RIVERDEEP, INC.

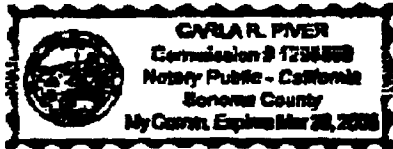
CAT DADDY LLC

By: [Signature]
Name: CIARA SMYTH
Title: EXECUTIVE VICE PRESIDENT.

By: [Signature]
Name: Patrick Wilkinson
Title: Chief Financial Officer

State of California
County of Marin

On this 14th day of August 2003, before me appeared Ciara Smyth the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of Riverdeep, Inc., with full authority to do so.



[Signature]
Notary Public

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