



**ASSIGNMENT**

**Between**

**SONY COMPUTER ENTERTAINMENT EUROPE LIMITED**

**and**

**VIS ENTERTAINMENT LIMITED**

---

**ASSIGNMENT OF IPR AND CONTRACTS IN RELATION TO "BRAVE"**

---

**McGrigors**  
*Edinburgh*

Princes Exchange  
1 Earl Grey Street  
EDINBURGH  
EH3 9AQ

Telephone: 0131 777 7000

Facsimile: 0131 777 7003

E-Mail: [enquiries@mcgrigors.com](mailto:enquiries@mcgrigors.com)

Web Site: <http://www.mcgrigors.com>  
491199\_4

THIS AGREEMENT IS MADE THE 8 DAY OF ~~September~~ 2004

**ASSIGNMENT**

between

**SONY COMPUTER ENTERTAINMENT EUROPE LIMITED**, a company registered in England with Company Number 03277793 and having its registered office at 30 Golden Square, London, W1F 9LD (the "Assignor")

and

**VIS ENTERTAINMENT LIMITED**, a company registered in Scotland with Company Number SC160499 and having its registered office at Seabraes, Perth Road, Dundee, DD1 4LN (the "Assignee")

**WHEREAS:**

- (A) The Assignor is the proprietor of the Intellectual Property Rights, as defined below.
- (B) Pursuant to the Software Development and Licence Agreement (as defined below) the Assignor has agreed to assign the Intellectual Property Rights (as defined below) and the Contracts (as defined below) to the Assignee on the terms set out in this Agreement.
- (C) On or around the date of this Agreement the parties shall enter into the Software Development and Licence Agreement.

**NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:-**

**1 DEFINITIONS**

- 1.1 In this Agreement, unless the context otherwise requires, the following defined terms shall have the meanings set out opposite them below:

"Agreement" means this assignment;

"Concept" means the concept of the Game;

"Contracts" means the contracts listed in Schedule 2;

"Development Work" means all development work in relation to an animated television series based on the Concept created by or on behalf of Tiger Aspect Productions Limited, or Turner Entertainment Networks Limited, the ownership of which vested in Assignor pursuant to the terms of the IPR Letter;

"Game" means the computer/video game provisionally known as "Brave" including without limitation all aspects of the concept, plot, text, script, artwork, software, designs, code, performances, choreography, music, characters, title, engines, technology, operational

functions, interface and other elements and contributions of or relating to the game and all versions, prototypes and enhancements;

"Group" means in relation to a company, that company, its holding companies, its subsidiaries and the subsidiaries of any such holding companies; "holding company" and "subsidiary" shall have the meaning ascribed to it in sections 736 and 736A of the Companies Act 1985;

"Intellectual Property Rights" means the existing and/or future intellectual or industrial property rights of the Assignor (including but without prejudice to the foregoing generality, all existing and future copyright, design rights (whether registered or unregistered), database rights, patents, trade marks (whether registered or unregistered), semi-conductor, topography rights, plant varieties rights, internet rights/domain names, know how, confidential information and any and all applications for any of the foregoing) in the Game, the Trade Marks and the Development Work, but excluding the Third Party Rights;

"IPR Letter" means the agreement between the Assignor, the Assignee, Tiger Aspect Productions Limited and Turner Entertainment Network International Limited dated 18 September 2003, 24 September 2003 and 14 October 2003;

"Original Agreement" means the software development agreement between the Assignor and the Assignee dated 13 February 2003;

"Software Development and Licence Agreement" means the agreement so entitled between the Assignor and the Assignee dated on or around the date of this Agreement pursuant to which the Assignee agrees to develop the entertainment software product "Brave" and licences such product to the Assignor for publication;

"Third Party Rights" means the rights of third parties in materials incorporated in the Game in accordance with Clause 7.6 of the Original Agreement;

"Trade Marks" means all unregistered and registered trade marks relating to the Game, including those trade marks set out in Schedule 1 hereto;

#### 1.2 Interpretation and Construction

Save to the extent that the context or the express provisions of this Agreement require otherwise, in this Agreement:

- (a) words importing the singular shall include the plural and vice versa;
- (b) words importing any gender shall include all other genders;
- (c) any reference to a Recital, Clause, or Schedule are references to the relevant recital, clause or schedule; and
- (d) any reference to this Agreement or to any other document includes reference to this Agreement or to that other document as amended, supplemented, assigned, or novated from time to time.

#### 1.3 Headings

The table of contents and the headings and sub-headings in this Agreement are included for convenience only and shall be ignored in construing this Agreement.

## 2 TRANSFER OF OWNERSHIP

2.1 In consideration of the sum of £1 the Assignor hereby assigns to Assignee with full title guarantee absolutely and as beneficial owner and free from all charges, encumbrances and liens:

2.1.1 the Assignor's whole right, title and interest, past, present and future in and to the Intellectual Property Rights;

2.1.2 and all rights of action (whether actual or contingent) in respect of any past, present or future infringement of the Intellectual Property Rights; and

2.1.3 the rights to apply and claim priority for, prosecute and obtain protection anywhere in the world in respect of the Intellectual Property Rights.

2.2 The parties acknowledge and agree that the assignment of the Intellectual Property Rights herein shall be subject to certain rights of the Assignor in the Game as set out in the Software Development and Licence Agreement.

## 3 CONTRACTS

In consideration of £1 (receipt of which the Assignor hereby acknowledges), subject to the terms and conditions set out in the Agreement, the Assignor as beneficial owner with full title guarantee assigns and agrees to assign to the Assignee subject to the terms of each Contract and to the fullest extent that assignment is permitted under each Contract all of its right, title and interest in each Contract, all moneys whatsoever payable to the Assignor under each Contract and all rights and benefits whatsoever accruing to the Assignor under each Contract free from all charges, liens, encumbrances and third party rights to hold the same unto the Assignee absolutely.

## 4 UNDERTAKINGS BY THE ASSIGNOR

### 4.1 Exercise of rights

The Assignor irrevocably and unconditionally undertakes to the Assignee that it will at all times promptly do, fulfil and perform all acts, conditions and things required to be done, fulfilled and performed on the part of the Assignor in order to enable the Assignee fully to exercise all of its rights under each Contract and this Agreement without limitation or restriction.

### 4.2 Notices

The Assignor shall forthwith upon receipt of a written request from the Assignee deliver to the party to each Contract specified in such notice which is not the Assignor notice of the assignment constituted by this Agreement substantially in the form set out in Schedule 3 to this Agreement.

## 5 CONSENTS AND CO-OPERATION

5.1 With regard to those Contracts which cannot effectively be assigned by the Assignors to the Assignee without the consent of another party:-

5.1.1 the Assignor and the Assignee shall co-operate to take all reasonable steps to obtain all necessary consents;

- 5.1.2 unless or until any such Contract shall have been legally assigned, the Assignor shall hold the benefit of it on trust for the Assignee;
- 5.1.3 the Assignor will co-operate with the Assignee in any reasonable arrangements designed to provide for the Assignee the benefits under any such Contracts.

## 6 DELIVERY OBLIGATIONS

- 6.1 The Assignor undertakes that as soon as reasonably practicable and in any event no later than fourteen (14) days after the last date of execution of this Agreement it shall deliver to the Assignee all documents, correspondence (including e-mails) and other material relating to the Trade Marks and the Contracts, including without limitation:
- 6.1.1 all trade mark registration certificates;
- 6.1.2 all documentation in relation to all trade mark applications (including application documentation, correspondence with the relevant trade marks registries and all correspondence with the Assignor's trade mark attorneys and legal advisers in relation thereto); and
- 6.1.3 all Contracts.
- 6.2 The parties shall co-operate and use all reasonable endeavours to ensure that there is a smooth and uninterrupted transfer of ownership, management and control of the Trade Marks and the Contracts.

## 7 PAYMENT

Receipt of the sums set out in Clause 2.1 and 3 is hereby acknowledged by the Assignor.

## 8 FURTHER ASSURANCE AND WARRANTY

- 8.1 The Assignor hereby covenants with the Assignee that the Assignor will at the expense of the Assignee execute sign and do all such instruments, applications, documents, acts and things as may reasonably be required by the Assignee to enable the Assignee or its nominee to enjoy the full benefit of the rights hereby assigned. This shall include but not be limited to the execution of such further document(s) as the Assignee may require to enable the Assignee to become registered as legal proprietor of the Intellectual Property Rights.
- 8.2 The Assignor represents, warrants and undertakes to the Assignee that it has not done or failed to do any act or granted any right to any third party which will prevent the Assignee from receiving a valid, good, unencumbered and marketable title to the Intellectual Property Rights.
- 8.3 The Assignor represents, warrants and undertakes that there is no litigation which is current, pending or threatened in respect of the Intellectual Property Rights, and as far as the Assignor is aware the exploitation of the Intellectual Property Rights will not infringe the intellectual property rights of any third party.
- 8.4 The Assignor represents, warrants and undertakes that there is no litigation which is current, pending or threatened in respect of the Contracts and that as far as the Assignor is aware no party to any of the Contracts has breached the terms of the relevant Contract.
- 8.5 The Assignor represents and warrants that Schedule 1 contains complete details of all registered trade marks and applications for registered trade marks which are owned or have

been made by the Assignor or any company which is a member of the same Group as the Assignor;

- 8.5 The Assignor represents and warrants that Schedule 2 contains complete details of all contracts in relation to the Game and the Concept which the Assignor or any member of the same Group as the Assignor has entered into.
- 8.7 The Assignor represents and warrants that subject to those matters disclosed in the letter from Psygnosis Limited to the Assignee of even date herewith, the Assignor is not aware of any dispute, threatened dispute or grounds for a dispute in relation to the Intellectual Property Rights or the validity thereof.
- 8.8 The Assignor will indemnify the Assignee against all actions, claims, proceedings, costs and damages (including any damages or compensation paid by the Assignee on the bona fide advice of its legal advisers to compromise any claim) and all legal costs or other expenses arising out of any breach of the above warranties. Save as provided in this Clause 8, all costs and expenses arising out of the exploitation, registration, administration or any consents or settlements in relation to the Intellectual Property Rights shall be the sole responsibility of the Assignee.

## 9 VALUE ADDED TAX

All sums payable to the Assignor under or in respect of this Agreement are exclusive of value added tax which shall, if applicable and subject to delivery by the Assignor to the Assignee of a valid VAT notice, be paid in addition at the rate in force at the due date for payment.

## 10 AMENDMENTS, WAIVERS AND REMEDIES

### 10.1 Amendments

No amendment or variation of this Agreement or any of the documents referred to in it shall be effective unless it is in writing and signed by or on behalf of each of the Parties.

### 10.2 Waivers and remedies

#### 10.2.1 The rights of each Party under this Agreement:-

- (a) may be exercised as often as necessary;
- (b) are cumulative and not exclusive of its rights under the general law; and
- (c) may be waived only in writing and specifically.

#### 10.2.2 Delay in exercising or non-exercise of any right under this Agreement is not a waiver of that right.

#### 10.2.3 Partial exercise of any right under this Agreement shall not preclude any further or other exercise of that right or any other right under this Agreement.

## 11 SEVERANCE

### 11.1 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:-

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- (b) the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

## 12 RIGHTS OF THIRD PARTIES

### 12.1 Own benefit

Each Party confirms that it is entering into this Agreement for its own benefit and not for the benefit of any other person.

### 12.2 Exclusion

A person who is not a Party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 13 WHOLE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all previous agreements and arrangements between the parties with respect to its subject matter. Nothing in this Clause 13 will exclude any liability for fraud.

## 14 NOTICES

### 14.1 Writing

Any notice or communication to be given under, or in connection with the matters contemplated by, this Agreement shall be in writing and signed by or on behalf of the Party giving it.

### 14.2 Service

Any notice or communication referred to in Clause 14.1 shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post (or registered airmail in the case of an address for service outside the United Kingdom) or by fax to the address and for the attention of the relevant Party set out in Clause 14.4 (or as otherwise notified by that party under this Agreement).

### 14.3 Deemed receipt

Any notice or communication referred to in Clause 14.1 shall be deemed to have been received:-

- (a) if delivered personally, at the time of delivery;
- (b) in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting;
- (c) in the case of registered airmail, five days from the date of posting; and



(d) in the case of fax, at the time of transmission,

provided that if deemed receipt occurs after 5pm on a business day, or on a day which is not a business day, the notice shall be deemed to have been received at 9am on the next business day. For the purpose of this Clause 14.3, "business day" means any day which is not a Saturday, a Sunday or a public holiday in the place at or to which the notice is left or sent.

#### 14.4 Addresses for notices

The addresses and facsimile numbers of the Parties for the purposes of Clause 14.2 are:-

Sony Computer Entertainment Europe Limited

Address: Sony Computer Entertainment Europe Limited, 30 Golden Square, London, W1P 9LD.

For the attention of: Vice President, Legal and Business Affairs

Fax number: 00 44 (0) 207 859 5030

VIS entertainment Limited

Address: Seabraes, Perth Road, Dundee, DD1 4LN

For the attention of: Chief Executive Officer

Fax number: 01382 341 045

or such other address or facsimile number in the United Kingdom as may be notified in writing from time to time by the relevant party to the other party.

#### 14.5 No electronic service

Any notice or communication given under this Agreement shall not be validly served if sent by electronic mail.

#### 15 MORAL RIGHTS

The Assignor hereby waives its moral rights, if any, in the Intellectual Property Rights arising anywhere in the world, including rights arising pursuant to Sections 77 to 83 of the Copyright, Designs and Patents Act 1988.

#### 16 COUNTERPARTS

This Agreement may be entered into in any number of counterparts and by the Parties on separate counterparts, each of which, when executed and delivered, shall be an original.

17 GOVERNING LAW AND JURISDICTION

17.1 Governing law

This Agreement shall be governed by and construed in accordance with the law of England.

17.2 Jurisdiction

Each Party hereby submits to the non-exclusive jurisdiction of the Courts of England as regards any claim, dispute or matter arising out of or in connection with this Agreement or its implementation or effect.

EXECUTED for and on behalf of

SONY COMPUTER ENTERTAINMENT EUROPE LIMITED by

*[Signature]* Authorised Signatory (Executive Vice-President,  
Development)

..... Full Name



EXECUTED for and on behalf of

VIS ENTERTAINMENT LIMITED by

*[Signature]* Director

CHRISTIAAN VAN DER KUIJ Full Name

## Schedule 1

## Trade Marks

## BRAVE TM SCHEDULE

Company	Country	Trademark	App Number	App Date	Reg Number	Reg Date	Status	Renewal Date
Sony Computer Entertainment Europe Limited	Australia	BRAVE	930481	14/10/2002	-	-	Pending	
Sony Computer Entertainment Europe Limited	Community	BRAVE	2889202	09/10/2002	-	-	Pending	-
Sony Computer Entertainment Europe Limited	United Kingdom	BRAVE	2312669	09/10/2002	2312669	09/10/2002	Registered	09/10/2012
Sony Computer Entertainment Europe Limited	New Zealand	BRAVE	666403	09/10/2002	666403	09/10/2002	Registered	09/10/2009
Sony Computer Entertainment Europe Limited	USA	BRAVE	76508538	21/04/2003	-	-	Pending	

Schedule 2

Contracts

None.

Schedule 3

Form of Notice of Assignment

To: [ ]

Date: [ ] 200[ ]

We refer to the contract dated [ ] made between, [ ] (1) and [ ] (2) relating to [ ] (the "Contract").

We attach a copy of a Deed of Assignment dated [ ] 200[ ] made between [Assignee] and ourselves (the "Deed").

We hereby give you notice that the benefit of the Contract has been assigned to [Assignee] by the Deed.

[We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous directions which we may have given you to the contrary):-

- 1 unless otherwise directed by [Assignee], to furnish or disclose to [Assignee] all notices, matters or things required under the Contract to be furnished and disclosed to ourselves;
- 2 upon the [Assignee] requiring you to do so to accept from and agree with the [Assignee] (and not ourselves) all claims under, discharges for and waivers, variations, terminations and cancellations of the Contract without any reference to or further authority from us.]

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the [Assignee] together give you notice in writing revoking them.

This letter shall be governed by and construed in accordance with the laws of [England].

09 2004 09:29 FAX

Would you please each acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it by signing the enclosed copy of this letter and returning it to [ ] at [ ]-

Yours faithfully

.....  
for and on behalf of  
[ ] Limited