

09/09/2004
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Form PTO-1594 (Rev. 05/04)
OMB Collection 0651-f(1)27 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

The 3DO Company

- Individual(s)
- General Partnership
- Corporation-States California
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) California

Execution Date(s) 03/29/2003

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Microsoft Corporation

Internal

Address:

Street Address: One Microsoft Way

City: Redmond

State: WA

Country: USA Zip: 98052

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Washington
- Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,3

2,399,047 and four (4) others

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Jennifer A. Ennis

Internal Address:

Street Address: One Microsoft Way

City: Redmond

State: WA Zip: 98052

Phone Number: 425/722-6168

Fax Number: 425/706-4112

Email Address: JENNIE@Microsoft.Com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1000
Expiration Date 04/2005

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Jennifer A. Ennis
Signature

09/09/2004

Date

Jennifer A. Ennis

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$140.00 2399047

Schedule of Trademarks

<u>Mark</u>	<u>Registration Number</u>
HIGH HEAT	2,636,775
HIGH HEAT BASEBALL	2,337,417
TEAM .366	2,280,019
TRUPITCH	2,462,214

BILL OF SALE

For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by and subject to that certain Asset Purchase Agreement dated as of August 29, 2003 (hereinafter referred to as, the "Purchase Agreement"), by and between The 3DO Company, a California corporation ("Seller") and Microsoft Corporation, a Washington corporation ("Buyer"), Seller hereby sells, transfers, assigns, conveys, grants and delivers to Buyer all of Seller's right, title and interest in and to all of the items of tangible and intangible property in the Purchased Assets.

All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

IT IS AGREED AND UNDERSTOOD BY AND BETWEEN BUYER AND SELLER THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PURCHASED ASSETS ON THE TERMS AND IN THE CONDITIONS REPRESENTED AND WARRANTED IN THE PURCHASE AGREEMENT.

Seller agrees that it will at any time and from time to time, at the written request of Buyer, execute and deliver to Buyer all other and further instruments reasonably necessary to vest in Buyer all of Seller's title, right and interest in or to any of the Purchased Assets.

Subject to the terms and conditions of the Purchase Agreement, Seller hereby irrevocably constitutes and appoints Buyer, its successors and assigns, the true and lawful attorneys of Seller with full power of substitution, in the name of Seller or Buyer, and on behalf of and for the benefit of Buyer, its successors and assigns, to demand and receive from time to time any and all Purchased Assets; to give receipts, releases and acquittances for or in respect of the same or any part thereof; to collect, for the account of Buyer, all other items transferred to Buyer as provided herein, and to endorse with the name of Seller any checks received on account of any such items. Seller hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable by it in any manner or for any reason.

This Bill of Sale shall be governed by and shall be construed and enforced in accordance with the internal laws of the State of California without regard to conflict-of-laws principles including all matters of construction, validity and performance.

[signature page follows]

IN WITNESS WHEREOF, Seller has caused the undersigned duly authorized signatory to execute this Bill of Sale as of the day and year first above written.

THE 3DO COMPANY, A DELAWARE CORPORATION, ON BEHALF OF ITSELF AND ITS WHOLLY-OWNED SUBSIDIARIES, THE 3DO COMPANY, A CALIFORNIA CORPORATION, 3DO EUROPE LIMITED, A CORPORATION ORGANIZED UNDER THE LAWS OF THE UNITED KINGDOM, AND STUDIO 3DO K.K., A CORPORATION ORGANIZED UNDER THE LAWS OF JAPAN

By: _____


Name: David Wittenkamp
Title: Chief Financial Officer

(Signature Page to Bill of Sale)

Purchased Assets

(a) Assumed Agreements:

None.

(b) Transferred Intellectual Property:

Patents:

None. There are no patents associated solely with the High Heat Baseball title.

Copyrights:

REGISTRATION NO.	DATE CREATED	DATE PUBLISHED	DATE REGISTERED	TITLE	OWNER OF RECORD
TX 5-343-836	1998	3/31/98	8/30/00	High Heat Baseball 1999	3DO

Trademarks:

MARK	OWNER	COUNTRY	STATUS ¹	APPLICATION SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
HIGH HEAT (CL. 9)	THE 3DO COMPANY	U.S.	REGISTERED	76/176,231	12/5/00	2,636,775	10/15/02
HIGH HEAT BASEBALL	THE 3DO COMPANY	CANADA	ALLOWED	1,055,920	4/19/00		
HIGH HEAT BASEBALL (CL. 28)	THE 3DO COMPANY	U.S.	ABANDONED	75/063,786	2/26/96		
HIGH HEAT BASEBALL (CL. 41)	THE 3DO COMPANY	U.S.	ABANDONED	75/628,777	1/26/99		
HIGH HEAT BASEBALL (CLS. 9 & 41)	THE 3DO COMPANY	U.S.	REGISTERED	75/507,252	6/23/98	4/4/00	2,337,417
TEAM .366 (AND DESIGN)	THE 3DO COMPANY	U.S.	ABANDONED	75/440,613	1/27/98		
TEAM .366 (CL. 9)	THE 3DO COMPANY	U.S.	ABANDONED	75/440,613	1/7/98		
TEAM .366 (CL. 9)	THE 3DO COMPANY	U.S.	REGISTERED	75/414,712	1/7/98	2,280,019	9/21/99

¹ Statuses, when given, reflect information available either in on-line trademark databases or in documents in the trademark files supplied by 3DO and Gray Cary. WSGR has made no further independent verification of status.

MARK	OWNER	COUNTRY	STATUS ¹	APPLICA- TION SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
TRUPITCH	THE 3DO COMPANY	U.S.	REGISTERED	75/560,815	9/29/98	2,462,214	6/19/01
TRUPLAY (CL. 41)	THE 3DO COMPANY	U.S.	ABANDONED	75/562,423	10/1/98		
TRUPLAY (CL. 9)	THE 3DO COMPANY	U.S.	REGISTERED	75/556,324	9/21/98	2,399,047	10/31/00
TWO ON TWO SHOWDOWN	THE 3DO COMPANY	U.S.	ABANDONED	76/320,812	10/2/01		

The following personal and intangible property (or to the extent reduced to personal property) to the extent it is solely related to the High Heat Baseball title and available after Seller's commercially reasonable efforts to locate it:

(c) Personal Property: "Gold master discs" of source code of the Titles.

(d) Intangible Property:

Product/Project Management Materials

- All project schedules, initial and final with tracking data
- Any project management document
- Complete bug database available for every version, bug statistics and projections
- Resource plans and team org charts
- Specification of the equipments used to develop the game
- Project budgets and P&L's
- Sales figures for all years and all platforms
- Copies of contracts for products and services

Game Design

- Product positioning documents
- Feature set documents
- Design specification documents
- Tuning documents
- Marketing documents
- Design changes request documents

Programming

- Any information regarding current bugs, etc.
- List of all the technologies used to build the game, external tools, development environment (editor, compiler, linker, viewers, etc.)
- Build process documents and scripts
- All documents regarding project tools (exporters, viewers, pipelines, converters, etc.)
- All technical specification documents, for code, data, and formats
- All available source code control databases (including old archived versions) for the entire project or complete source code for the game, particularly the last published game (HH 2004) and the one that was under development when Seller declared bankruptcy

Art

- All 3D (models, animations, stadiums, etc.) and 2D files (textures, video, etc.), plus lists and documentation, created by their packages (MAX, Photoshop, etc.)
- List of any software used or licensed with respect to the High Heat Baseball title
- All tools, plug-ins, scripts and documentation that are integral to the pipeline for asset creation and integration, both off-the-shelf and proprietary (including exporters)
- Raw motion capture database, files and lists with specification for the formats used.
- All reference material (designs, flow-charts, photographs, video, books, etc.) for asset creation (stadiums, character models, textures, animations, UI, etc.)
- Documentation for any of the game pipeline maintenance or creation including UI pipeline and engine
- UI raw assets, layouts files, scripts, etc.

Audio

- All audio & music assets (meaning all .wav files)
- All TSound2 engine documentation
- High Heat 2003 Audio Spec documents
- TSound2 engine source code (and run-time libraries)