02-04-2005

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2

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

102837066

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):

Wells Fargo BAnk, National Association

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

Citizenship (see guidelines) USA

Execution Date(s) August 27, 1993

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Bridgestone Management Group, Inc.

Internal Address:

Street Address: 300 N. McKemy Avenue

City: Chandler

State: Arizona

Country: USA Zip: 85226

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship USA
☐ Corporation Citizenship
☐ 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)

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Acquisition in Bankruptcy

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)
1289166

Additional sheet(s) attached? ☐ Yes ☒ No

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

TEMPLE OF APSHAI

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

Name: Laurie A. Rhoades, Esq.

Internal Address:

Street Address: 1888 S. Jackson Street
Suite 507

City: Denver

State: CO Zip: 80210

Phone Number: 303-691-5252

Fax Number: 303-329-0303

Email Address: larhoades@aol.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ $40.00

☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 9223
Expiration Date 07/07

b. Deposit Account Number

Authorized User Name

9. Signature: [signature] January 27, 2005
Signature Date

Laurie A. Rhoades
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 308-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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I. HISTORY OF THE DEBTOR.

A. Background

Debtor was originally incorporated in California under the name Automated Simulations, Inc. in 1979. Debtor changed its name to Epyx, Inc. in March 1983 and merged with Starpath Corporation in December 1983. Debtor's business has been designing, developing, publishing, marketing and licensing software for home video games and personal computers. In 1988 and early 1989, Debtor devoted substantial resources to the development of a hand-held portable color video game console and compatible game software.

B. Debt structure.

1. Wells Fargo Bank, N.A. credit facility.

Prior to April 1989, Debtor met its working capital requirements through a $10 million revolving credit facility with Wells Fargo Bank, N.A. ("Bank"). The Bank credit facility was secured by a lien on virtually all of Debtor's assets. In late 1988 and the first quarter of 1989, Debtor experienced a severe cash shortfall and defaulted on certain of its obligations under the Bank credit facility. In April 1989, Debtor and Bank entered into a Forbearance Agreement which required Debtor to obtain immediate "bridge financing" of at least $900,000 as a condition to the Bank forbearing from exercising its rights and remedies. The "bridge loan" was intended to meet Debtor's immediate cash requirements while Debtor sought a longer term solution to its financial difficulties. Debtor planned to achieve financial stability through the licensing or sale of its hand-held console technology.

Pursuant to the Forbearance Agreement, Debtor delivered to the Bank a "collateral assignment" of the copyrights and trademarks associated with its game software which the Bank duly filed with the Copyright Office.

As of the commencement of the case, Debtor was indebted to the Bank in the approximate amount of $2,614,000, plus interest and costs.

2. Bridge Lenders.

To satisfy the terms of the Forbearance Agreement, Debtor obtained a "bridge loan" from the Bridge Lenders in the original principal amount of $922,949. The Bridge Lenders are venture capital entities that had made an equity investment in Debtor prior to 1989. One or more of the Bridge Lenders may be deemed to be "insiders," as that term is defined in the Code, based on their participation as members of Debtor's board of directors. Debtor used the funds from the bridge loan to pay delinquent rent and certain other debts and meet current operating expenses until it entered into the transactions with Atari described below.

A portion of the bridge loan was converted to preferred stock in June 1989 and the Bridge Lenders were issued new promissory notes in the aggregate principal amount of approximately $758,512 to mature in June 1992 with interest to accrue at a rate equal to the Bank's prime rate plus 1.0%. The Bridge Lenders' new notes were convertible to equity at Debtor's election if Debtor achieved certain net revenue benchmarks. The Bridge Lenders' debt was secured by a lien on substantially all of Debtor's assets junior to the Bank's lien. The Bridge Lenders, however, did not file a collateral assignment with the Copyright Office.

3. Atari Corporation.

In June 1989, Debtor entered into a series of closely interrelated agreements with Atari which provided Debtor with significant additional financing and transferred substantial rights in Debtor's game console technology to Atari.

Pursuant to the terms of a Series E Preferred Stock and Convertible Note Purchase Agreement dated as of June 3, 1989, Atari made an equity investment of $1 million and over a period of several months purchased approximately $3 million in convertible promissory notes. Atari's promissory notes contained the same conversion feature as the Bridge Lenders' notes

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