

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (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):

Activision Publishing, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) August 25, 2004

- 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: Kabushiki Kaisha From Software

~~Internal~~ Address: also doing business as FromSoftware, Inc.

Street Address: 26-2, Sasazuka 2-chome, Shibuya-ku

City: _____

State: Tokyo

Country: Japan Zip: _____

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Japan

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)
78/321,688; 78/321,718

B. Trademark Registration No.(s)
2,628,577

Additional sheet(s) attached? Yes No

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

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

Name: Ken-Ichi Hattori

Internal Address: WESTERMAN, HATTORI, DANIELS
& ADRIAN LLP

Street Address: Suite 700
1250 Connecticut Avenue, NW

City: Washington

State: DC Zip: 20036

Phone Number: (202) 822-1100

Fax Number: (202) 822-1111

Email Address: khattori@WHDApentlaw.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

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

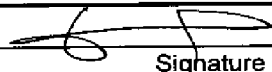
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-2866

Authorized User Name WESTERMAN, HATTORI

9. Signature:



Signature

March 22, 2005

Date

Ken-Ichi Hattori

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

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

Docket No. 042561

700164047

TRADEMARK
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**- ATTACHED SHEET -
(Continuation of Item 2)**

Assignor: Activision Publishing, Inc.

Assignee: Kabushiki Kaisha From Software (also doing business as FromSoftware, Inc.)

Domestic Representative Designation

U.S. Trademark Appln. S.N. **78/321,688**

Mark: **AYAME**

U.S. Trademark Appln. S.N. **78/321,718**

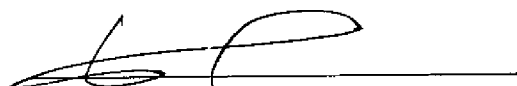
Mark: **TENCHU**

U.S. Trademark Reg. No. **2,628,577**

Mark: **TENCHU and Design**

The firm of Westerman, Hattori, Daniels & Adrian, LLP, whose postal address is Suite 700, 1250 Connecticut Avenue, N.W., Washington, D.C. 20036, telephone no. (202) 822-1100, is hereby designated applicant's and registrant's representative upon whom notices or process in proceedings affecting the above-identified marks in the Recordation Cover Sheet may be served.

Date: March 22, 2005



Ken-Ichi Hattori

Attorney for Applicant and Registrant

TRADEMARK ASSIGNMENT

WHEREAS, Activision Publishing, Inc., hereinafter ASSIGNOR, a corporation incorporated in Delaware, having its principal place of business at 3100 Ocean Park Boulevard, Santa Monica California, has adopted, owns and is using the following marks, hereinafter referred to as "The Marks": "AYAME," RIKIMARU," "TENCHU," and "TENCHU and Design";

WHEREAS, ASSIGNOR owns federal registrations or applications for each of The Marks on the Principal Register of the United States Patent and Trademark Office, and whereas these registrations or applications for The Marks designate specific goods, and whereas ASSIGNOR is using The Marks in commerce in connection with those goods specified in the respective registrations and applications, as follows:

"AYAME," U.S. Trademark Application Ser. No. 78/321,688, for "toy action figures and accessories therefor," in International Class 28, filed on October 31, 2003,

"RIKIMARU," U.S. Trademark Application Ser. No. 78/321,671, for "toy action figures and accessories therefor," in International Class 28, filed on October 31, 2003,

"TENCHU," U.S. Trademark Application Ser. No. 78/321,718, for "toy action figures and accessories therefor," in International Class 28, filed on October 31, 2003, and

"TENCHU and Design," U.S. Trademark Registration No. 2,628,577, for "interactive multi-media computer games comprised of computer hardware and software sold as a unit," in International Class 9, registered on October 1, 2002;

WHEREAS, Kabushiki Kaisha From Software, also doing business as FromSoftware, Inc., hereinafter ASSIGNEE, a corporation of Japan, having its principal place of business at 26-2, Sasazuka 2-chome, Shibuya-ku, Tokyo, Japan, is desirous of acquiring The Marks and the above-referenced registrations and applications;

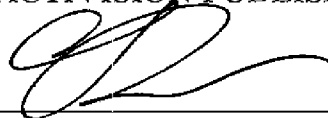
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE all right, title and interest in and to The Marks, together with the goodwill of the business symbolized by The Marks, and the registrations and applications thereof;

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment and sale;

ASSIGNOR further covenants that it will, upon request by the ASSIGNEE promptly provide all pertinent facts and documents relating to The Marks and the said registrations and applications as may be known and accessible to ASSIGNOR and will testify as to the same in any opposition proceeding, cancellation proceeding, or any litigation related thereto, and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain or enforce The Marks which may be necessary or desirable to carry out the purposes hereof;

IN WITNESS WHEREOF, the undersigned ASSIGNOR has hereunto set its hand and seal this 25th day of August, 2004

ACTIVISION PUBLISHING, INC.



Name:

GEORGE L. ROSE

Title

Sr. Vice President & General Counsel

TRADEMARK