

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment and bill of sale		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Acclaim Entertainment Inc.		08/11/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Acclaim Games Incorporated		
<b>Street Address:</b>	9903 Santa Monica Boulevard		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90212		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2737443	ACCLAIM MAX SPORTS	
Registration Number:	2382144	ACCLAIM	
Registration Number:	2384535	ACCLAIM	
Registration Number:	2449447	ACCLAIM SPORTS	
Serial Number:	78160698	ACCLAIM.COM	
Registration Number:	1631382	ACCLAIM	
Registration Number:	1754952	ACCLAIM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)943-2332		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	310 963 1789		
<b>Email:</b>	howard@acclaim.com		
<b>Correspondent Name:</b>	Howard Marks		
<b>Address Line 1:</b>	615 North Arden Drive		
<b>Address Line 4:</b>	Beverly Hills, CALIFORNIA 90210		

**OP \$190.00 2737443**

NAME OF SUBMITTER:	Howard Marks
Signature:	/Howard Marks/
Date:	11/15/2005
<b>Total Attachments: 7</b> source=Executed Closing Documents-Assignment and Bill of sale#page1.tif source=Executed Closing Documents-Assignment and Bill of sale#page2.tif source=Executed Closing Documents-Assignment and Bill of sale#page3.tif source=Executed Closing Documents-Assignment and Bill of sale#page4.tif source=Executed Closing Documents-Assignment and Bill of sale#page5.tif source=Executed Closing Documents-Assignment and Bill of sale#page6.tif source=Executed Closing Documents-Assignment and Bill of sale#page37.tif	

## BILL OF SALE

THIS BILL OF SALE is made and entered into as of the 11th day of August, 2005 (the "*Bill of Sale*"), by ALLAN B. MENDELSON, ESQ., as Chapter 7 Trustee and representative for the bankruptcy estate of Acclaim Entertainment, Inc. ("*Seller*"), in favor of Central Investment, LLC, a California Limited Liability Company (the "*Purchaser*"). All capitalized terms used herein and not otherwise defined shall have the meanings specified in the Asset Purchase Agreement dated July 8, 2005.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, transfers, conveys, grants and delivers to Purchaser, pursuant to Section 363 of the Bankruptcy Code and the terms and conditions of that certain Asset Purchase Agreement dated as of July 8, 2005 (the "*Asset Purchase Agreement*"), by and between Seller and Purchaser, pursuant to and in accordance with the Order of the United States Bankruptcy Court dated August 5, 2005 (the "*Sale Order*"), and pursuant to and in accordance with the Assignment of Servicemarks and Trademarks dated August 11, 2005, in each instance free and clear of any and all Encumbrances, any and all of the Seller's right, title and interest in, to, and under the Assets, and any and all assets and properties related to or used, proposed to be used, or held for use in connection with the Assets or the exploitation or commercialization of the Assets, including, without limitation, the following assets, properties and rights (the "*Purchased Assets*")

Seller hereby covenants and agrees, to the extent legally permissible and consistent with the provisions of the Asset Purchase Agreement, that it will execute and deliver such documents as may be necessary to evidence and effect the sale, assignment, transfer, conveyance, grant and delivery of the Purchased Assets to Purchaser.

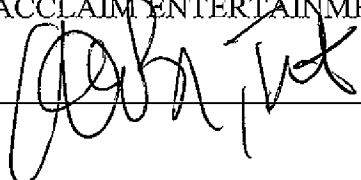
This Bill of Sale may be assigned by Purchaser to any subsequent purchaser or transferee of the Purchase Assets.

This Bill of Sale is given pursuant to the terms, conditions and requirements of the Sale Order and the Asset Purchase Agreement, and is intended to convey fully the rights and interests required thereby to be conveyed with respect to the Purchased Assets being transferred to Purchaser hereunder. THE PURCHASED ASSETS THAT ARE BEING SOLD, ASSIGNED, TRANSFERRED, CONVEYED, GRANTED AND DELIVERED TO PURCHASER HEREUNDER ARE BEING SOLD, ASSIGNED, TRANSFERRED, CONVEYED, GRANTED AND DELIVERED SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF SELLER CONTAINED IN THE ASSET PURCHASE AGREEMENT WHICH SURVIVE CLOSING.

In the event of a conflict or ambiguity between the provisions of this Bill of Sale and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control. In the event of a conflict or ambiguity between this Bill of Sale and the Assignment of Servicemarks and Trademarks, the provisions of the Assignment of Servicemarks and Trademarks shall control. The dispute resolution provisions of the Asset Purchase Agreement shall govern any dispute between Seller and Purchaser relating to, or arising from, this Bill of Sale.

**IN WITNESS WHEREOF**, Seller has caused this Bill of Sale to be executed as of the day and year first written above.

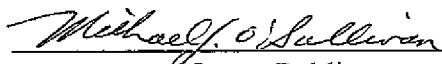
ALLAN B. MENDELSON, ESQ., AS TRUSTEE AND AS REPRESENTATIVE OF AND ON BEHALF OF THE ESTATE OF ACCLAIM ENTERTAINMENT, INC.

By:   
Name:  
Title:

State of New York )

County of Nassau )

On this 11<sup>th</sup> day of August, 2005, before me appeared Allan B. Mendelsohn, Esq., who acknowledged that he signed this instrument as trustee and as representative of and on behalf of the estate of Acclaim Entertainment, Inc., and pursuant to authority duly received.

  
Notary Public

MICHAEL J. O'SULLIVAN  
Notary Public, State of New York  
No. 020S4985526  
Qualified in Nassau County  
Commission Expires August 19, 20 09

## **Assignment of Servicemarks and Trademarks**

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 11<sup>th</sup> day of August 2005, by Allan B. Mendelsohn, Esq. the Chapter 7 Trustee of Acclaim Entertainment, Inc. with an address c/o LaMonica Herbst & Maniscalco, LLP 3305 Jerusalem Avenue, Wantagh, New York 11793 ("Assignor"), to Central Investment, LLC, a California Limited Liability Company with its principal place of business at 615 North Arden Drive, Beverly Hills, California 90210 ("Assignee").

### **RECITAL**

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of July 8, 2005 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

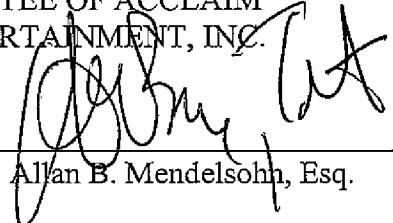
In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

**NOW, THEREFORE**, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

ALLAN B. MENDELSON, ESQUIRE SOLEY IN HIS CAPACITY AS CHAPTER 7 TRUSTEE OF ACCLAIM ENTERTAINMENT, INC.

By:  Allan B. Mendelsohn, Esq.

[SEAL]

State of New York )  
 ) ss.:  
County of Nassau )

On this 11<sup>th</sup> day of August, 2005, before me, Michael J. O'Sullivan, personally appeared Allan B. Mendelsohn, Trustee of Acclaim Entertainment, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

  
Notary Public

MICHAEL J. O'SULLIVAN  
Notary Public, State of New York  
No. 020S4985526  
Qualified in Nassau County  
Commission Expires August 19, 20 09

SCHEDULE A

M:\Documents\Company\Cases\Acclaim Entertainment\Trademark Sale\Assignment of Servicemarks and Trademarks.doc

# Schedule "A"

## URLs

- Acclaim.com
- Acclaim.net
- Acclaimsport.com
- Acclaim.co.uk
- Acclaim.com.au
- Acclaim.net.au

## TRADEMARKS

### ACCLAIM MAX SPORTS

And those trademarks set forth on Schedule attached hereto.



CODES	REGISTRANT / APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DUE DATE
LM6920008-1 RB 3822	ACCLAIM ENTERTAINMENT, INC.	ACCLAIM CLASSIFI: 00009, GOODS CODE: SPECIFIC GOODS	UNITED KINGDOM REG. 01154069 CLT: FISCHBACH, PERLSTEIN & LIEBERMAN STAT	REC: 1154069 APP: MAY 14, 2002	MAY 14, 2012
LM5890033-8 LN 7477	ACCLAIM ENTERTAINMENT, INC.	ACCLAIM LOGO CLASSIFI: 00009, GOODS CODE: SPECIFIC GOODS	UNITED KINGDOM REG. 01392641 CLT: FISCHBACH, PERLSTEIN & LIEBERMAN STAT	REC: 01392641 APP: JUL 24, 1996	JUL 24, 2006
LM5890033-9 LN 7478	ACCLAIM ENTERTAINMENT, INC.	ACCLAIM LOGO CLASSIFI: 00028, GOODS CODE: SPECIFIC GOODS	UNITED KINGDOM REG. 01392642 CLT: FISCHBACH, PERLSTEIN & LIEBERMAN STAT	REC: 01392642 APP: JUL 24, 1996	JUL 24, 2006
LM5910008-0-9 LY 3795 R	ACCLAIM ENTERTAINMENT, INC.	ACCLAIM CLASSIFI: 00009, 00028, 00042, GOODS CODE: SPECIFIC GOODS	UNITED STATES REG. 1754952 CLT: FISCHBACH, PERLSTEIN & LIEBERMAN STAT	REC: 1754952 APP: MAR 02, 2003	MAR 02, 2013
LM5980012-9-0 RA 5979	ACCLAIM ENTERTAINMENT, INC.	ACCLAIM CLASSIFI: 00016, GOODS CODE: SPECIFIC GOODS	UNITED STATES REG. 2384535 CLT: FISCHBACH, PERLSTEIN & LIEBERMAN STAT	REC: 2384535 APP: SEP 12, 2000	SEP 12, 2010 USE AFFID. SEP 12, 2006
LM5020017-9-9 KK 0000	ACCLAIM ENTERTAINMENT, INC.	ACCLAIM.COM CLASSIFI: 00035, 00036, 00041, GOODS CODE: SPECIFIC GOODS	UNITED STATES REG. 78/160698 CLT: FISCHBACH, PERLSTEIN & LIEBERMAN STAT	REC: 78/160698 APP: SEP 04, 2002	SEP 04, 2002
LM5980012-8-9 RA 5944	ACCLAIM ENTERTAINMENT, INC.	ACCLAIM LOGO CLASSIFI: 00016, GOODS CODE: SPECIFIC GOODS	UNITED STATES REG. 2382144 CLT: FISCHBACH, PERLSTEIN & LIEBERMAN STAT	REC: 2382144 APP: SEP 05, 2000	SEP 05, 2010 USE AFFID. SEP 05, 2006
LM5970041-2-4 RA 8500 RI	ACCLAIM ENTERTAINMENT, INC.	ACCLAIM SPORTS LOGO CLASSIFI: 00009, 00028, GOODS CODE: SPECIFIC GOODS	UNITED STATES REG. 2449447 CLT: FISCHBACH, PERLSTEIN & LIEBERMAN STAT	REC: 2449447 APP: MAY 08, 2001	MAY 08, 2011 USE AFFID. MAY 08, 2007

THRO LADAS & PARRY

TRADEMARK