

07-27-2005



7-20-05

RECORD
TRA

103049096

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):

CRITERION SOFTWARE LIMITED
Westbury Court
Buryfields, Guildford, Surrey
England GU2 4YZ

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

Citizenship (see guidelines) _____

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: ELECTRONIC ARTS LIMITED

Internal

Address: _____

Street Address: 2000 Hillswood Drive

City: Chertsey, Surrey

State: _____

Country: England

Zip: KT16 0EU

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship United Kingdom

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 /Execution Date(s) :

Execution Date(s) March 23, 2005

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

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

A. Trademark Application No.(s)

Burnout #76/292721
Takedown #76/610513
Black #76/528872

B. Trademark Registration No.(s)

Burn Out #2,061691 Red Line Racer #2,388107

Additional sheet(s) attached? Yes No

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

N/A

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

Name: Jacob Schatz

Internal Address: Electronic Arts Inc.

Street Address: 209 Redwood Shores Parkway

City: Redwood City

State: California Zip: 94065

Phone Number: 650-628-1500

Fax Number: 650-628-1422

Email Address: jschatz@ea.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 _____
Expiration Date _____

b. Deposit Account Number 501 462

Authorized User Name Sue Garfield

9. Signature:

Jacob Schatz, Esq.
Signature
Name of Person Signing

7/18/05
Date

Total number of pages including cover sheet, attachments, and document: 9

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

07/26/2005 ECDOPER 00000091 501462 76292721

01 FC: 4521 40.00 DA
02 FC: 6522 100.00 DA

THIS ASSIGNMENT is made the ~~23rd~~ day of March 2005 between **CRITERION SOFTWARE LIMITED** of Westbury Court, Buryfields, Guildford, Surrey GU2 4YZ (registered in England no. 4330852) (the "**Assignor**") and **ELECTRONIC ARTS LIMITED** of 2000 Hillswood Drive, Chertsey, Surrey, KT16 0EU, England (registered in England no. 02057591) (the "**Assignee**").

WHEREAS:

- A. By an asset purchase agreement (the "**Hive-Across Agreement**") dated 1st March 2005, the Assignor agreed on and with effect from 21 October 2004 (the "Effective Date") to sell and the Assignee agreed to purchase, for fair market value, the Games Development Business (as defined in the Hive-Across Agreement) comprising certain assets of the Assignor.
- B. The Assignor owned the Rights (as defined below) as at the Effective Date and, in accordance with the terms of the Hive-Across Agreement, agreed to assign them to the Assignee with effect from the Effective Date on the terms and conditions set out in this Assignment.

NOW IT IS HEREBY AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

In this Assignment:

1.1 the following definitions apply:

"Rights" means to the extent that they are owned by Assignor and are used in or for the purposes of the Games Development Business patents, trade marks (including the benefit of the applications for registration with the intention that when the applications are granted the registrations will vest in the Assignee and any common law rights and all the goodwill attaching to the trade marks), registered designs, applications for any of the above, copyright, know-how, design rights, database rights, trade secrets, confidential information, trade and business names and brands, internet domain names and any other similar protected rights and all other intangible assets, properties and rights (whether or not appropriate steps have been taken to protect, under applicable law, such other intangible assets, properties or rights) including all claims, causes of action and rights to sue for past, present and future infringement or unconsented use of any of the intellectual property, the right to file applications and obtain registrations, and all rights arising therefrom and pertaining thereto and all products, proceeds and revenues arising from or relating to any and all of the foregoing; and

"Works" means those works listed in Part 1 of the Schedule hereto owned by the Assignor and used by the Assignor in each case as at the Effective Date in connection with the Games Development Business;

- 1.2 references to statutes or statutory provisions include those statutes or statutory provisions as amended, extended, consolidated, re-enacted or replaced from time to time and any orders, regulations, instruments or other subordinated legislation made under them;

1.3 unless specified to the contrary, use of the singular is deemed to include the plural, use of any gender is deemed to include every gender and any reference to a person is deemed to include a corporation, a partnership and other body or entity; and (in each case) vice versa; and

1.4 the contents list and the headings shall not affect interpretation.

2. **ASSIGNMENT**

2.1 In consideration of the sum of £1 now paid by the Assignee to the Assignor (the receipt of which the Assignor acknowledges) the Assignor assigns with full title guarantee to the Assignee with effect from the Effective Date the Rights (including those listed in Part 2 of the Schedule) TO HOLD to the Assignee and its successors and assigns throughout the world (but subject always to any licences and to all other rights of and obligations to third parties to which the Assignor may be subject).

2.2 The parties agree to do all such things and to sign and execute all such documents and deeds as may reasonably be required in order to perfect, protect or enforce any of the rights assigned and granted to the Assignee pursuant to this Assignment in any part of the world.

3. **WARRANTIES AND INDEMNITY**

The Assignor warrants to the Assignee that:

3.1 as at the Effective Date the Assignor was the sole owner of the Rights and had and has full power to enter into this Assignment and to give the warranties and indemnities contained in this Assignment;

3.2 the Assignor was at all material times during the performance of the Works a 'qualifying person' within the meaning of the Copyright, Designs and Patents Act 1988 Section 154 and was as at the Effective Date the sole author of the Works which are original in him;

3.3 the Assignor has not previously assigned the Rights to any third party;

3.4 the Assignor will keep the Assignee fully indemnified against all losses and all actions claims proceedings costs and damages (including any damages or compensation paid by the Assignee on the advice of its legal advisors to compromise or settle any claim) and all legal costs or other expenses arising out of any breach of any of the above warranties or out of any claim by a third party based on any facts which if substantiated would constitute such a breach.

4. **GENERAL**

4.1 Any variation or waiver of any terms of this Assignment shall not be binding unless set out in writing, expressed to amend this Assignment and signed by or on behalf of the Assignor and the Assignee.

4.2 This Assignment shall be governed by the laws of England and the parties submit to the non-exclusive jurisdiction of the English Courts.

- 4.3 If any provision of this Assignment, or any part of a provision of this Assignment, is found to be illegal, invalid or unenforceable the remaining provisions, or the remainder of the provision concerned, shall continue in effect.
- 4.4 A failure or delay in enforcing compliance with any term of this Assignment shall not be a waiver of that or any other term of this Assignment.
- 4.5 No provision of this Assignment is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Assignment.

EXECUTED by the parties on the date specified at the beginning of this Assignment.

ELECTRONIC ARTS LIMITED

By:

Name:

Title: Director

CRITERION SOFTWARE LIMITED

By:

Name:

Title: Director

- 4.3 If any provision of this Assignment, or any part of a provision of this Assignment, is found to be illegal, invalid or unenforceable the remaining provisions, or the remainder of the provision concerned, shall continue in effect.
- 4.4 A failure or delay in enforcing compliance with any term of this Assignment shall not be a waiver of that or any other term of this Assignment.
- 4.5 No provision of this Assignment is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Assignment.

EXECUTED by the parties on the date specified at the beginning of this Assignment.

ELECTRONIC ARTS LIMITED

By:

Name:

Title: Director


CHARLIE POWER
CFO

CRITERION SOFTWARE LIMITED

By:

Name:

Title: Director

**SCHEDULE
PART 1
Works**

Platform	Game
Dreamcast	Deep Fighter: The Tsunami Offense Suzuki Alstare Extreme Racing TrickStyle Redline Racer
GameCube	Burnout Burnout 2: Point of Impact
PC	Deep Fighter Redline Racer Scorched Planet Sub Culture Suzuki Alstare Extreme Racing TrickStyle Natural Fawn Killers Natural Fawn Killers: Santa's gone Postal Hot Chix 'n' Gear Stix Jetboat Superchamps Hunt for the Redbaron Tower of the ancients Chix '76 Backgammon Poker Jack Mah Jongg Rescue MAD Jetboat Superchamps2 Art is Dead Kayak Extreme
PlayStation 2	Black Burnout Burnout 2: Point of Impact Burnout 3: Takedown Burnout 4
PSP	Burnout 4 Black
Xbox	Black Burnout Burnout 2: Point of Impact Burnout 3: Takedown Burnout 4
Xbox 2	Black Burnout 4

PART 2
Intellectual Property Rights

Part I
(Copyright in the following Works)

Platform	Game
Dreamcast	Deep Fighter: The Tsunami Offense Suzuki Alstare Extreme Racing TrickStyle Redline Racer
GameCube	Burnout Burnout 2: Point of Impact
PC	Deep Fighter Redline Racer Scorched Planet Sub Culture Suzuki Alstare Extreme Racing TrickStyle Natural Fawn Killers Natural Fawn Killers: Santa's gone Postal Hot Chix 'n' Gear Stix Jetboat Superchamps Hunt for the Redbaron Tower of the ancients Chix '76 Backgammon Poker Jack Mah Jongg Rescue MAD Jetboat Superchamps2 Art is Dead Kayak Extreme
PlayStation 2	Black Burnout Burnout 2: Point of Impact Burnout 3: Takedown Burnout 4
PSP	Burnout 4
Xbox	Black Black Burnout Burnout 2: Point of Impact Burnout 3: Takedown Burnout 4
Xbox 2	Black Burnout 4

Part II
(Trade Marks)

Burnout – pending CTM application - 2293538
Burnout – pending US application – 76/292721
Burn Out – registered US mark – 2061691
Burnout – registered Japanese mark - 4714087
Takedown – pending CTM application – 3850815
Takedown – pending US application – 76/610513
Black – pending CTM application - 3850799)
Black – pending US application – 76/528872
Aqua Tak – registered UK mark - 2058435
Red Line Racer – registered German mark – 39722777
Red Line Racer – registered UK mark – 2132889
Red Line Racer – registered US mark - 2388107
Red Line – registered UK mark - 2127858
Subculture – registered CTM – 686550
Subculture – registered Japanese mark – 4253284
Subculture – registered UK mark - 2105379
Scorched Planet – registered UK mark – 2058649
Scorched Planet – registered US mark - 2131808
Velocity – registered UK mark – 2161845
the Gameplay Company Logo (series of 2) – registered UK mark – 2185436
the Gameplay Company Logo (without the words) – registered UK mark - 2209482

Part III (Domain Names)

Burnout2.com
Burnout3.com
Burnout4.com
Burnoutgame.com
Criteriongames.com
Criteriongames.co.uk
Criteriongames.net
Criteriongames.org
Criteriongames.org.uk

POWER OF ATTORNEY

Pursuant to 37 CFR Section 1.36, Applicant hereby revokes any and all previous Powers of Attorney and appoints Jacob Schatz and all other attorneys at Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City, California 94065 as its attorneys to prosecute the application to register, to transact all business in the Patent and Trademark Office in connection with, and to receive Certificate of Registrations.

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Electronic Arts Inc., whose postal address is 209 Redwood Shores Parkway, Redwood City, California 90645, U.S.A. is designated as Electronic Arts Ltd's representative on whom notice or process in proceedings affecting the mark may be served.

Respectfully submitted,

ELECTRONIC ARTS LTD.



Steve Bené
Secretary

7/18/05

Date