



RE <div style="float: left; font-size: 2em; margin-right: 10px;">6278</div> <div style="float: right; font-size: 1.5em;">103052439</div> <div style="clear: both;"></div>	
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
<b>1. Name of conveying party(ies):</b> ELECTRONIC ARTS LTD. 2000 Hillswood Drive Chertsey, Surrey KT160EU England  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>United Kingdom</u> <input type="checkbox"/> Other _____  Citizenship (see guidelines) _____  Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached?  Name: <u>ELECTRONIC ARTS INC.</u> Internal _____ Address: _____  Street Address: <u>209 Redwood Shores Parkway</u>  City: <u>Redwood City</u>  State: <u>California</u>  Country: <u>USA</u> Zip: <u>94065</u>  <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship _____  If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)
<b>3. Nature of conveyance )/Execution Date(s) :</b> Execution Date(s) <u>May 2005 June 7, 2005</u>  <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	
<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b>	
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Jacob Schatz</u>  Internal Address: <u>Electronic Arts Inc.</u>   Street Address: <u>209 Redwood Shores Parkway</u>   City: <u>Redwood City</u>  State: <u>California</u> Zip: <u>94065</u>  Phone Number: <u>650-628-1500</u> Fax Number: <u>650-628-1422</u> Email Address: <u>j.schatz@ea.com</u>	<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 10px; float: right;">5</span>  <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$ <u>140.00</u>  <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed  <b>8. Payment Information:</b>  a. Credit Card Last 4 Numbers _____ Expiration Date _____  b. Deposit Account Number <u>501 462</u> Authorized User Name <u>Sue Garfield</u>  <div style="text-align: right; margin-top: 20px;">Date <u>7/18/05</u></div>
<b>9. Signature:</b> <div style="text-align: center; margin-top: 20px;"> _____ Signature <u>Jacob Schatz</u> Name of Person Signing</div> <div style="text-align: right; margin-top: 20px;">Date <u>7/18/05</u></div>	
Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 10px;">87</span>	

**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**

07/29/2005 ECOOPER 00000101 501462 76292721

01 FC:8521

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02 FC:8522

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TRADEMARK  
REEL: 003198 FRAME: 0481

7<sup>th</sup> June

**THIS ASSIGNMENT** is made the ~~31<sup>st</sup>~~ day of ~~May~~ 2005 between **ELECTRONIC ARTS LIMITED** a company registered under the laws of England and Wales (registered number 02057591) having its registered office at 2000 Hillwood Drive, Chertsey, Surrey, KT16 0EU, England (the "**Assignor**") and **ELECTRONIC ARTS INC** a Delaware corporation with its principal business offices at 209 Redwood Shores Parkway, Redwood City, CA 94065 (the "**Assignee**").

**WHEREAS:**

- A. Criterion Software Limited ("Criterion") by an Assignment dated 23<sup>rd</sup> March 2005 (the "CSL Assignment") assigned to the Assignor all of the Rights (as defined below) used in Criterion's games development business.
- B. The Assignor and Assignee desire that the Assignee should be the owner of the Rights and Assignor agrees to assign the Rights to Assignee according to the terms and conditions set out herein.

**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 were assigned to Assignor by the CSL Assignment patents, trademarks, (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 trademarks), 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.

- 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) *vive versa*; and
- 1.4 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 date of this Assignment 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 licenses 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 and 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 date of this Assignment the Assignor was the sole owner of the Rights and has full power to enter into this Assignment and to give the warranties and indemnities contained in this Assignment;
- 3.2 the Assignor has not previously assigned the Rights to any third party;
- 3.3 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.


# 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 Subculture 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 Superchamps 2 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

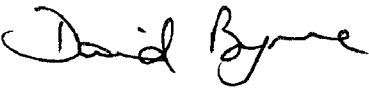
- 4.3 If any provision of this Assignment, or any part of a provision of this Assignment, is found to be illegal, invalid or unenforceable the remaining provisions, or the remainder of the provision concerned, shall continue in effect.
- 4.4 A failure or delay in enforcing compliance with any term of this Agreement 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 INCORPORATED**

By:   
Name: STEVE BENÉ  
Title: SVP/GENERAL COUNSEL

**ELECTRONIC ARTS LIMITED**

By:   
Name: DAVID BYRNE  
Title: VP & COO UK & IRELAND

**SCHEDULE  
PART 2  
Intellectual Property Rights**

**Part I  
(Copyright in the following Works)**

<b>Platform</b>	<b>Game</b>
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 Subculture 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 Superchamps 2 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

**Part II**  
**(Trademarks)**

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  
Redline Racer – registered German mark – 39722777  
Redline Racer – registered UK mark – 2132889  
Redline 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