

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2006)

01-26-2005

DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORD/
TRAIL

102926195

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):

EA.com Inc., Page Corporation
June 28, 2003

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

Citizenship (see guidelines)

Execution Date(s)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- 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: Electronic Arts Inc.

Internal Address:

Street Address: 209 Redwood Shores Pkwy

City:

State: Redwood City

Country: USA Zip: 94065

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship Delaware

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)

B. Trademark Registration No.(s)

Multiple - see attached

Additional sheet(s) attached? Yes No

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

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

Name: Sue Garfield

Internal Address: Electronic Arts Inc.

Street Address: 209 Redwood Shores Pkwy

City: Redwood City

State: CA Zip: 94065

Phone Number: 650-628-1500

Fax Number: 650-628-1422

Email Address: sgarfield@ea.com

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 465.00

- 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:

Jason Schwartz
Signature

11/9/05
Date

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

01/25/2005 10:15 AM

01 FC14521
02 FC14522

Documents to be recorded (including cover sheet) should be faxed to (703) 308-9995, or mailed to: 45.00 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450 425.00 BA

CH \$465.00 501462 1686397

Recordation Form Cover Sheet - Trademarks Only
 EA.com Inc. and Pogo Corporation - Electronic Arts Inc.
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EA.COM INC. TRADEMARKS

<u>Trademark</u>	<u>Class(es)</u>	<u>Serial/Registration #</u>	<u>Status</u>
Air Warrior	16, 28	1,686,397	registered
Brickstorm	41	2,372,584	registered
BugBlast (stylized)	41	2,332,559	registered
Detour	41	2,372,580	registered
EA.COM logo	38, 41, 42	2,588,884	registered
Everything Else is Just Practice	41	2,288,689	registered
Gamestorm	41	2,167,365	registered
MemoryBlast	41	2,372,559	registered
MeteorBlast	41	2,374,949	registered
Paddleblast	41	2,372,556	registered
Poppazoppa	41	2,470,566	registered
PuckBlast	41	2,372,557	registered
Putt Me	41	2,329,507	registered
SkiBlast	41	2,372,554	registered
SubBlast	41	2,372,558	registered
Triviatron	41	2,677,672	registered
WizardBlast	41	2,372,555	registered

POGO CORPORATION TRADEMARKS

<u>Trademark</u>	<u>Class(es)</u>	<u>Serial/Registration #</u>	<u>Status</u>
POGO	9, 41, 42	2,836,746	registered

SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Sale, Assignment and Assumption Agreement (this "**Agreement**") is entered into as of June 28, 2003 (the "**Effective Date**") by and between EA.com Inc., a Delaware corporation ("**Assignor**") with its principal business offices at 209 Redwood Shores Parkway, Redwood City, California 94065, and Electronic Arts Inc., a Delaware corporation ("**Assignee**"), with its principal business offices at 209 Redwood Shores Parkway, Redwood City, California 94065.

For good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:


1. **Sale and Purchase of Transferred Assets.** Assignor agrees to sell to Assignee and Assignee agrees to purchase from Assignor as of the Effective Date all of the assets of Assignor of any kind whatsoever, including without limitation any and all personal property (including without limitation all issued and outstanding shares of capital stock of Pogo Corporation, a Delaware corporation and wholly-owned subsidiary of Assignor), goods, inventory, equipment, furniture, fixtures, leases, supplies, records, money, documents, instruments, chattel paper, accounts, copyrights, trademarks, service marks and other intellectual property rights (including without limitation ownership of the online interactive entertainment intellectual properties known as "Ultima Online" and "Majestic"), other general intangibles, and all rights to receive any of the foregoing and all proceeds thereof (collectively, the "**EA.com Assets**"), but excluding all personal property, goods, inventory, equipment, furniture, fixtures, supplies and other tangible assets located at Assignor's development studio at 5918 West Courtyard Drive, Austin, Texas 78730 (collectively, the "**Austin Studio Assets**") (the EA.com Assets, excluding the Austin Studio Assets, are hereinafter referred to as the "**Transferred Assets**"); in consideration for the sum of \$123,500,000, the receipt of which is hereby acknowledged by Assignor.

2. **Assignment of Transferred Assets.** Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Transferred Assets:

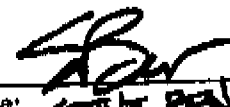
2. **Assumption of Liabilities of Transferred Assets.** Assignee hereby assumes all of Assignor's obligations and liabilities with respect to the Transferred Assets, including but not limited to all liabilities for taxes, liabilities under contracts, liabilities for any tort, malfeasance or omission committed by Assignor (or any of its officers or directors in the course of performing their duties for Assignor), and any other liabilities imposed by law, whether arising prior to the Effective Time or afterwards.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

EA.COM INC.

By: 
Name: **Brian Moran**
Title: **COO, EA.COM**

ELECTRONIC ARTS INC.

By: 
Name: **STEVE BENE**
Title: **SVP, General Counsel**

Sale, Assignment & Assumption Agreement
 June 28, 2003

EA.COM INC. TRADEMARKS

<u>Trademark</u>	<u>Class(es)</u>	<u>Serial/Registration #</u>	<u>Status</u>	<u>Country</u>
Air Warrior	16, 28	1,588,387	registered	US
Brickstorm	41	2,372,564	registered	US
BugBlast (stylized)	41	2,332,559	registered	US
Detour	41	2,372,560	registered	US
EA.COM logo	38, 41, 42	2,598,854	registered	US
Everything Else Is Just Practice	41	2,288,589	registered	US
Gamestorm	41	2,167,365	registered	US
MemoryBlast	41	2,372,559	registered	US
MeteorBlast	41	2,374,940	registered	US
Paddleblast	41	2,372,556	registered	US
Poppazoppa	41	2,470,556	registered	US
PuckBlast	41	2,372,557	registered	US
Putt Me	41	2,329,507	registered	US
SkiBlast	41	2,372,554	registered	US
SubBlast	41	2,372,558	registered	US
Triviatron	41	2,677,672	registered	US
WizardBlast	41	2,372,555	registered	US
EA.COM logo	35, 38, 41, 42	489877	registered	Switzerland
EA.COM logo	9, 16, 28, 35, 41, 42	2238538	registered	UK

Sale, Assignment & Assumption Agreement
 June 28, 2003

POGO CORPORATION TRADEMARKS

<u>Trademark</u>	<u>Class</u>	<u>Serial/Registration #</u>	<u>Status</u>	<u>Country</u>
POGO.COM	28	1,847,137	registered	Argentina
POGO.COM	41	1,847,139	registered	Argentina
POGO.COM	42	1,847,139	registered	Argentina
POGO	28, 41, 42	825825	registered	Australia
POGO DOOMSDAY DEFENCE	41	844367	registered	Australia
VIRTUAL DATE	41	844368	registered	Australia
POGO	9, 28, 41	653842	registered	Benelux
POGO	28	822,508,028	pending	Brazil
POGO	41	822,586,401	pending	Brazil
POGO	42	822,586,398	pending	Brazil
POGO		1,048,575	pending	Canada
POGO	28	1689053	registered	China
POGO	38	1627763	registered	China
POGO	41	1619876	registered	China
POGO	42	1719945	registered	China
POGO	28, 41, 42	1530096	registered	European Union
POGO/POGO.COM	28	04588/2004	registered	Hong Kong
POGO/POGO.COM	41	04397/2004	registered	Hong Kong
POGO.COM	28	477677	registered	Indonesia
POGO.COM	41	477676	registered	Indonesia
POGO.COM	42	477675	registered	Indonesia
POGO.COM	9, 28, 41	4643067	registered	Japan
POGO/POGO.COM	28	2000-02175	registered	Malaysia
POGO/POGO.COM	41	2000-02176	registered	Malaysia
POGO/POGO.COM	42	2000-02177	pending	Malaysia
POGO	28, 41, 42	206915	registered	Norway
POGO/POGO.COM	28	T00/03063Z	registered	Singapore
POGO/POGO.COM	41	T0003064H	registered	Singapore
POGO/POGO.COM	42	T00/03065F	registered	Singapore
POGO	9, 41, 42	2,836,746	registered	US