

11-18-2005



11/11/05
RECORDATION
TRADEMARK 103121818

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):

Hypnotix, Inc.

- Individual(s)
- General Partnership
- Corporation- State: New Jersey
- 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) July 27, 2005

- 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: Redwood City

State: CA

Country: USA Zip: 94065

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship _____
Citizenship _____
Citizenship Delaware
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)

2,364,493 and 1,917,062

Additional sheet(s) attached? Yes No

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

"HYPNOTIX" Trademark registrations

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

Name: Sue Garber

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: sgarber@ea.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- 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 501462

Authorized User Name Sue Garber

9. Signature:

Jacob Schwartz
Signature

11/11/05
Date

Total number of pages including cover sheet, attachments, and document: 7

11/18/2005 DBY/NE

00000110 501462 2364493

01 FC:8521
02 FC:8522

40.00 DA
25.00 DA

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "*Assignment Agreement*") is made and entered into as of July 27, 2005, by and between Hypnotix, Inc., a New Jersey corporation ("*Seller*"), and Electronic Arts Inc., a Delaware corporation ("*Purchaser*"). Seller and Purchaser are sometimes collectively referred to herein as the "*Parties*." All capitalized terms used herein, unless otherwise defined herein, shall have the meanings given to them in the Agreement (as defined below).

RECITALS

WHEREAS, that certain Asset Purchase Agreement, dated May 25, 2005 (the "*Agreement*"), by and between Seller, Purchaser and the other parties thereto provides for, among other things, the transfer to Purchaser of certain of Seller's assets used in connection with the operation of the Business which constitute the Hypnotix Assets (as such term is defined and more fully described in the Agreement) (for the avoidance of doubt, the Hypnotix Assets do not include, and Purchaser is not assuming, any Excluded Assets or Excluded Liabilities), including all trademarks and domain names owned by Seller and used in the connection with the Business or Services; and

WHEREAS, Seller wishes to transfer to Purchaser, and Purchaser wishes to obtain, all right, title and interest in and to such trademarks and domain names of Seller.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Assignment of Intellectual Property Assets. Seller hereby assigns to Purchaser, for Purchaser and Purchaser's successors, transferees, and assignees, the entire worldwide right, title and interest, of whatever kind and nature, forever and throughout the universe, in and to any and all of Seller's trademarks and domain names (specifically including but not limited to those domain name registrations listed on the attached Exhibit A and those unregistered and registered trademarks and applications listed on the attached Exhibit B), all rights to receive any of the foregoing, and all proceeds thereof (the "*Transferred IP Assets*").

2. Authorization. Seller hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to record the transfer of all trademark registrations and applications included in the Transferred IP Assets to Purchaser as assignee of Seller's entire right, title and interest therein, and to issue to Purchaser all trademark registrations referred to above which may issue with respect to such Transferred IP Assets in or outside the United States, in accordance with this Assignment Agreement.

3. Further Assurances. If, at any time after the Closing Date (as defined in the Agreement), any further action is necessary or desirable to carry out the purposes of this Assignment Agreement and to vest in Purchaser full right, title and possession to and in the Transferred IP Assets, Seller will take all such necessary or desirable action, including executing and delivering any further documents, as reasonably requested by Purchaser.

4. Substitution and Subrogation. The assignment, transfer and conveyance contained herein is made with full powers of substitution and subrogation of Seller in and to all covenants and warranties heretofore given or made by third parties to Purchaser in respect of the Transferred IP Assets.

5. Binding Effect. This Assignment Agreement shall bind and inure to the benefit of the respective Parties and their assigns, transferees and successors.

6. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with the laws of the State of California without giving effect to the principles of conflicts of law thereof.

7. Counterparts. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of such counterparts together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties have entered into this Assignment Agreement on the date first set forth above.

SELLER:

PURCHASER:

HYPNOTIX, INC.

ELECTRONIC ARTS INC.

By: *[Signature]*

By: _____

Name: Michael Taramykin

Name: _____

Title: President

Title: _____

(Seller signatory notarization follows)

STATE OF FLORIDA :

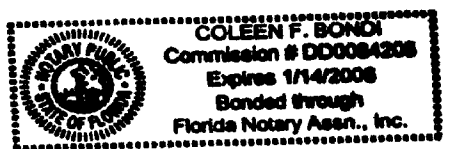
ss.:

COUNTY OF SEMINOLE :

On July 26, 2005 before me, COLEEN BONDI, a Notary Public in and for said state, personally appeared MICHAEL TARAMYKIN personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Coleen F. Bondi
Name:
Notary Public
My Comm. Expires 1-14-2006



IN WITNESS WHEREOF, the Parties have entered into this Assignment Agreement on the date first set forth above.

SELLER:

HYPNOTIX, INC.

PURCHASER:

ELECTRONIC ARTS INC.

By: _____

Name: _____

Title: _____

By: *[Signature]*

Name: V. PAUL LEE

Title: EVP & WORLDWIDE STUDIOS COO

(Seller signatory notarization follows)

STATE OF _____ :

COUNTY OF _____ :

ss.:

n/a

On _____, 2005 before me, _____, a Notary Public in and for said state, personally appeared _____

[] personally known to me - OR - [] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Name:
Notary Public
My Comm. Expires _____

EXHIBIT A

DOMAIN NAME REGISTRATIONS

hypnotix.com

EXHIBIT B

**UNREGISTERED AND REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

Registered trademarks:

MARK: HYPNOTIX				
<u>Country</u>	<u>Classes</u>	<u>Serial #</u>	<u>Reg. #</u>	<u>Status</u>
USA	09	75-766310	2,364,493	ACTIVE
USA	42	74-585378	1,917,062	ACTIVE