

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sega GameWorks LLC		11/09/2004	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	SS Entertainment U.S.A., Inc.
Also Known As:	AKA Sega Entertainment U.S.A., Inc.
Street Address:	600 North Brand Boulevard
Internal Address:	5th Floor
City:	Glendale
State/Country:	CALIFORNIA
Postal Code:	91203
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	76271397	GAMEWORKS EAT DRINK PARTY PLAY
Serial Number:	76227465	GAMEWORKS CINEMAS
Serial Number:	76227461	GAMEWORKS
Serial Number:	76219582	GAMEWORKS FILM FOOD FUN
Serial Number:	76219581	GAMEWORKS FLICKS FOOD FUN
Serial Number:	75362731	GAMEWORKS
Serial Number:	75907117	G GAMEWORKS EAT DRINK PARTY & PLAY
Serial Number:	75906386	G GAMEWORKS GAMES DRINKS MUSIC FOOD
Serial Number:	75648004	GAMEWORKS STUDIO THE BEST PLACE TO PLAYGAMES.
Serial Number:	75408495	GAMEWORKS
Serial Number:	75262855	GAMEWORKS
Serial Number:	75073055	SEGA GAMEWORKS

OP \$565.00 76271397

Serial Number:	73573839	TURBO GAMEWORKS
Serial Number:	73558525	GAMEWORKS
Serial Number:	76419256	SKY PIRATES VR
Serial Number:	76157093	BIG WIN SUPER SPIN
Serial Number:	76116306	BIG WIN ZONE
Serial Number:	76116032	HOPSCOTCH LOUNGE
Serial Number:	75625694	WHERE FOOD AND DRINK PLAY TOGETHER.
Serial Number:	75504470	SCHOOL'S OUT. PLAY'S IN.
Serial Number:	75408451	G
Serial Number:	75144392	VERTICAL REALITY

CORRESPONDENCE DATA

Fax Number: (818)254-4302
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8182544121
Email: thiggins-goodell@segaentusa.com
Correspondent Name: Tristan Higgins-Goodell
Address Line 1: 600 North Brand Boulevard
Address Line 2: 5th Floor
Address Line 4: Glendale, CALIFORNIA 91203

NAME OF SUBMITTER:	Tristan Higgins-Goodell
Signature:	/Tristan Higgins-goodell/
Date:	04/27/2006

Total Attachments: 9
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ASSET PURCHASE AGREEMENT

between

**SEGA GAMEWORKS L.L.C.
DEBTOR AND DEBTOR IN POSSESSION**

and

SS ENTERTAINMENT U.S.A., INC.

DATED AS OF NOVEMBER 9, 2004

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "**Agreement**") is made and entered into as of November 9, 2004 by and between SEGA GAMEWORKS, L.L.C., a Delaware Limited Liability Company, as debtor and debtor in possession ("**Seller**") under Case No. LA 04-15404-BB (the "**Bankruptcy Case**") in the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the "**Bankruptcy Court**"), and SS ENTERTAINMENT U.S.A., INC., a Delaware corporation or its assignees ("**Purchaser**").

RECITALS

WHEREAS, on March 9, 2004 (the "**Petition Date**"), Seller commenced the Bankruptcy Case (as defined in Section 15.15 hereof) by filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code (as defined in Section 15.15 hereof) with the Bankruptcy Court; and

WHEREAS, Seller is continuing to operate its location based entertainment business (such business, as presently conducted by Seller, is referred to herein as the "**Business**") as debtor and debtor in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code; and

WHEREAS, Seller wishes to sell, transfer, convey, assign and deliver to Purchaser, in accordance with Sections 363 and 365 and the other applicable provisions of the Bankruptcy Code, all of the Purchased Assets (as hereinafter defined), together with the Assumed Liabilities (as hereinafter defined), of Seller upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, Purchaser wishes to purchase and take delivery of such Purchased Assets and Assumed Liabilities upon such terms and subject to such conditions;

WHEREAS, the Purchased Assets will be sold pursuant to a Sale Order (as hereinafter defined) of the Bankruptcy Court approving such sale under Section 363 of the Bankruptcy Code and such Sale Order will include the assumption and assignment of certain executory contracts, unexpired leases and liabilities thereunder under Section 365 of the Bankruptcy Code and the terms and conditions of this Agreement; and

WHEREAS, all of the obligations of the parties under this Agreement are conditioned upon the approval of the Bankruptcy Court in accordance with Article 3 hereof.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1 PURCHASE AND SALE

Except as otherwise provided and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, convey, assign, transfer and deliver to Purchaser, and Purchaser agrees to purchase from Seller at the Closing (as defined in Article 6 hereof), all of such Seller's

right, title and interest in and to the Purchased Assets (as defined in Section 2.1 hereof), free and clear of all Liens (as defined in Section 15.15 hereof) other than the Assumed Liabilities (as defined in Section 2.3 hereof).

ARTICLE 2
DESCRIPTION OF PURCHASED ASSETS; EXCLUDED ASSETS; ASSUMPTION OF LIABILITIES

Section 2.1. Purchased Assets. The assets, properties and rights to be conveyed to Purchaser shall include all of Seller's right, title and interest in and to real and personal, tangible and intangible assets, properties and rights owned or leased by Seller of whatever description and used or held for use in the ownership, operation or management of the Business, including Seller's right, title and interest in and to all property and rights relating exclusively to the Business acquired or obtained by Seller from the date hereof through the date of Closing and in accordance with the terms hereof, but excluding the Excluded Assets (the assets so included, the "**Purchased Assets**"), which Purchased Assets shall include all of Seller's right, title and interest in and to its Affiliates and the following assets, properties and rights of Seller to the extent relating exclusively to the Business:

(g) all of the following, to the extent transferable or assignable and owned by Seller and relating to the Business, along with all related income, royalties, damages and payments, if any, due or payable as of the Closing Date or thereafter: inventions, trademarks, service marks, trade dress, trade names, logos and registrations and applications for a registration thereof together with all of the goodwill associated therewith, copyrights and copyrightable works and registrations and applications for the registration thereof, domain names, computer software, software source codes and object codes, data, data bases, documentation thereof, trade secrets and other confidential information, and all other intellectual property rights and intangible embodiments thereof, in whatever form or medium (which shall be evidenced by a separate transfer agreement reasonably acceptable to the parties hereto), together with all books, records, drawings and other indicia, however evidenced (collectively, the "**Transferred Intellectual Property**"). For the avoidance of doubt, the Purchased Assets shall in all events exclude, (i) any materials containing privileged communications or information about employees, disclosure of which would violate the employee's rights of privacy or other employee rights under applicable law and any other materials which are subject to attorney-client or any other privilege; provided, however, Seller agrees to provide Purchaser with access to such

materials to the maximum extent permitted by law, and (ii) any software or other item of intangible property held by Seller pursuant to a license or other Contract where Purchaser does not assume the underlying Contract relating to such intangible personal property at the Closing.

**ARTICLE 15
MISCELLANEOUS**

Section 15.1. Additional Instruments of Transfer. From time to time after the Closing, each party shall, if requested by another party, make, execute and deliver such additional assignments, bills of sale, deeds and other instruments and documents, as may be reasonably necessary or proper to carry out the specific provisions of this Agreement, including, without limitation, transfer to Purchaser of all of Seller's right, title and interest in and to the Purchased Assets and any right, title or interest that Seller may have in any asset used or held for use in Business, other than an Excluded Asset.

Section 15.2. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by telecopier, recognized overnight delivery service or registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

If to Purchaser:

SS Entertainment U.S.A., Inc.
725 South Figueroa Street, Suite 2800
Los Angeles, CA 90017-5406
Attention: Yuji Iwanaga
Facsimile: (213) 629-1033

with a required copy to:

Baker & McKenzie LLP
Attn: Ali Mojdehi, Esq.
101 West Broadway, Twelfth Floor
San Diego, CA 92101-3890
Facsimile No.: 619/236-4029

If to Seller:

Sega GameWorks L.L.C.

Attn: Bruce Nussbaum, Esq.
600 North Brand Blvd., 5th Floor
Glendale, California 91203
Facsimile No.: 818/254-4315

with required copies to:

Levene, Neale, Bender, Rankin & Brill L.L.P.
Attn: Ron Bender, Esq./Monica Y. Kim, Esq.
1801 Avenue of the Stars, Suite 1120
Los Angeles, California 90067
Facsimile No.: 310/229-1244


Paul, Hastings, Janofsky & Walker
Attn: Eric V. Rowen, Esq.
515 S. Flower St., 25th Floor
Los Angeles, California 90071-2228
Facsimile No.: 213/996-3198

Notices delivered personally shall be effective upon delivery against receipt. Notices transmitted by telecopy shall be effective when received, provided that the burden of proving notice when notice is transmitted by telecopy shall be the responsibility of the party providing such notice. Notices delivered by overnight mail shall be effective when received. Notices delivered by registered or certified mail shall be effective on the date set forth on the receipt of registered or certified mail, or 72 hours after mailing, whichever is earlier.

IN WITNESS WHEREOF, each of the parties hereto has caused this Asset Purchase Agreement to be executed by its duly authorized representative as of the day and year first above written.

SELLER:

SEGA GAMEWORKS, L.L.C., Debtor and Debtor in Possession

By: 
Name: B. Nussbaum
Title: EVF

PURCHASER:

SS ENTERTAINMENT U.S.A., INC.

By: _____
Name: Yuji Iwanaga
Title: President

IN WITNESS WHEREOF, each of the parties hereto has caused this Asset Purchase Agreement to be executed by its duly authorized representative as of the day and year first above written.

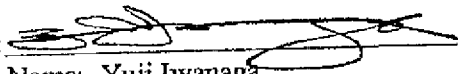
SELLER:

SEGA GAMEWORKS, L.L.C., Debtor and Debtor in Possession

By: _____
Name: _____
Title: _____

PURCHASER:

SS ENTERTAINMENT U.S.A., INC.

By:  _____
Name: Yuji Iwanaga
Title: President