

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
EIDOS INTERACTIVE LIMITED		06/15/2006	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	REBELLION (DERBY) LIMITED		
Street Address:	The Studio, Brewer Street		
City:	Oxford		
State/Country:	UNITED KINGDOM		
Postal Code:	OX1 1QN		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3109860	SMART BOMB	
CORRESPONDENCE DATA			
Fax Number:	(212)292-5391		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-292-5390		
Email:	mail@ipcounselors.com		
Correspondent Name:	William C. Wright		
Address Line 1:	60 East 42nd Street, Suite 820		
Address Line 4:	New York, NEW YORK 10165		
ATTORNEY DOCKET NUMBER:	2313-500		
DOMESTIC REPRESENTATIVE			
Name:	Epstein Drangel Bazerman & James, LLP		
Address Line 1:	60 East 42nd Street, Suite 820		
Address Line 4:	New York, NEW YORK 10165		

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NAME OF SUBMITTER:	William C. Wright
Signature:	/William C. Wright/
Date:	09/06/2006
Total Attachments: 5 source=rebderb#page1.tif source=rebderb#page2.tif source=rebschedule#page1.tif source=rebschedule#page2.tif source=rebschedule#page3.tif	

THIS ASSIGNMENT is dated this 15th day of June 2006

BETWEEN:

- (1) **EIDOS INTERACTIVE LIMITED**, a company incorporated in England under Company No. 01804188 whose registered office is care of SCI Entertainment Group Plc, Wimbledon Bridge House, 1 Hartfield Road, London SW19 (the "Assignor"); and
- (2) **REBELLION (DERBY) LIMITED** a company incorporated in England under No. [] whose registered office is at The Studio, Brewer Street, Oxford OX1 1QN (the "Assignee").

WHEREAS:

- (A) The Assignor may be, at the date of this Assignment, the legal or beneficial owner and/or proprietor of those trade marks registered and the subject of applications for registration set out in the Schedules 1, 2 and 3 attached to this Assignment ("Trade Marks").
- (B) The Assignor has agreed to assign all its right, title and interest in and to the Trade Marks to the Assignee on the terms set out in this Assignment and for the consideration mentioned below.

NOW IT IS HEREBY AGREED

1. In this assignment, except where the contrary requires otherwise, the following words and expressions have the following meanings:
- 1.1 "Trade Marks" has the meaning as defined in Recital (A) above.;
- 1.2 "Transfer Agreement" means the transfer agreement of even date between the Assignor and the Assignee.
2. In consideration of the sum of £1.00 (One pound sterling) (the receipt of which sum the Assignor hereby acknowledges) the Assignor hereby assigns to the Assignee absolutely such right, title and interest as the Assignor may have at the date of this Assignment in and to the Trade Marks including:
- 2.1 any benefit the Assignor may have in any applications for registration with the intention that when the applications are granted the registrations will vest in the Assignee;
- 2.2 any right the Assignor may have to bring proceedings against any third party in respect of the Trade Marks (including proceedings against any third party for infringement of the Trade Marks or for passing off or for otherwise infringing the rights of the Assignor in the Trade Marks, whether committed before or after the date of this Assignment); and
- 2.3 any common law rights and any goodwill attaching to the Trade Marks the Assignor may have; and
- 2.4 all benefits in the Asset Sale Transfer Agreement (excluding all burden) to the extent only that the Transfer Agreement relates to the Trade Marks.

- 3. The Assignor agrees and undertakes, if reasonably required, to provide to the Assignee (at its request and expense) all such assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Trade Marks and the Assignee shall indemnify the Assignor in respect of all costs and expenses (including reasonable legal costs) actually incurred by it in providing the Assignee with such assistance.
- 4. The Assignor covenants that (at the cost and expense of the Assignee) at the request of the Assignee or its nominee, at any time and from time to time, it will promptly execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this Assignment.
- 5. The Assignor gives no warranty or representation that any of the Trade Marks are valid or enforceable and in respect of those Trade Marks that are applications, gives no warranty or representation that any of the Trade Marks will proceed to registration.
- 6. The Customers (Rights of Third Parties) Act 1999 is expressly excluded from this Assignment.
- 7. This Assignment shall be governed by and construed in accordance with the laws of England and the parties hereto submit to the non-exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF this Assignment has been executed by the parties the day and year first above written

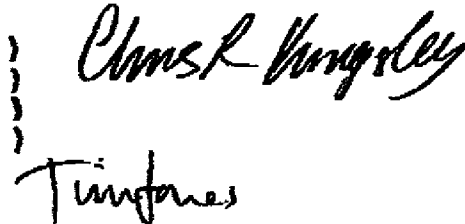
SIGNED by
for and on behalf of
and Eidos Interactive Limited
in the presence of:

CHARLOTTE OSBORNE



SIGNED by I [] duty
authorised representative for and on
behalf of Rebellion (Derby)
LIMITED in the presence of:

TIM JONES



SCHEDULE 1

USA Federal registered Trade Marks

Trade Mark	Classes	Country	Application Number	Registered number	Date Of Application	Publication Date	Date of Registration	Owner
THE RUNNING (WORD)	9, 16, 28	CTM					19 August 2005	EIDOS INTERACTIVE LTD
THE RUNNING (DEVICE)	9, 16, 28	CTM					10 January 2005	EIDOS INTERACTIVE LTD
THE RUNNING (WORD)	9	UK					10 August 2005	EIDOS INTERACTIVE LTD
LE PARADISE (WORD)	9, 16, 28	CTM						EIDOS INTERACTIVE LTD
LE PARADISE (WORD)	9	UK						EIDOS INTERACTIVE LTD
SMART BOHS (WORD)	9, 16, 28	CTM					08 April 2004	EIDOS INTERACTIVE LTD
SMART BOHS (WORD)	9	USA	76933622		9 February 2005	9 November 2005		EIDOS INTERACTIVE LTD

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SCHEDULE 2

European Community registered trade marks (CTM)

Trade Mark	Class	Country	Application Number	Registered Number	Date of Application	Publication Date	Date of Registration	Owner
FREE RUNNING (WORD)	9, 18, 28	CTM	003784584	3784394	20 April 2004	31 January 2005	18 August 2005	EIDOS INTERACTIVE LTD
FREE RUNNING (SERVICE)	9, 18, 28	CTM	4207189	4207189	17 December 2004	18 August 2005	10 January 2006	EIDOS INTERACTIVE LTD
LE PARKOUR (WORD)	9, 18, 28	CTM	003784081	003784081	20 April 2004	07 February 2005	18 August 2005	EIDOS INTERACTIVE LTD
SMART BOMB (WORD)	9, 18, 28	CTM	004981923	004981923	09 April 2004	12 December 2005		EIDOS INTERACTIVE LTD

SCHEDULE 3

UK registered trade marks

Trade Mark	Classes	Country	Application Number	Registration Number	Date of Application	Publication Date	Date of Registration	Owner
FREE RUNNING	9	UK	2381382					EIDOS INTERACTIVE LTD
LE PARKOUR	8	UK	2381983					EIDOS INTERACTIVE LTD