

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Douglas E Smith		12/29/2005	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tozai, Inc.		
<b>Street Address:</b>	2018 156th Avenue N.E.		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Bellevue		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98007		
<b>Entity Type:</b>	CORPORATION: WASHINGTON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1307253	LODE RUNNER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(206)359-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(206) 359-8000		
<b>Email:</b>	pctrademarks@perkinscoie.com		
<b>Correspondent Name:</b>	Grace Han Stanton		
<b>Address Line 1:</b>	1201 Third Avenue		
<b>Address Line 2:</b>	Suite 4800		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	25470-0009.0002.US001		
<b>NAME OF SUBMITTER:</b>	Matthew Schneller		
<b>Signature:</b>	/Matthew Schneller/		

CH \$40.00 1307253

Date:

09/20/2006

**Total Attachments: 3**

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**TRADEMARK ASSIGNMENT AND  
SPECIAL POWER OF ATTORNEY**

This Trademark Assignment and Special Power of Attorney, dated as of Dec 29, 2005, by and between Douglas E. Smith, an individual, ("Assignor"), and Tozai Inc., a Washington corporation, ("Assignee"), pursuant to that certain Lode Runner Purchase Agreement, dated as of October 24, 2005 (the "Purchase Agreement").

**RECITALS**

A. Assignor is the owner of the trademarks and trademark registrations set forth in the attached Exhibit A, including without limitation all common law rights in and to such marks (collectively the "Marks") and

B. Pursuant to the Purchase Agreement and this Assignment, Assignor has agreed to assign the Marks to Assignee.

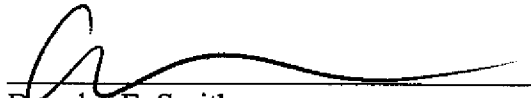
**ASSIGNMENT**

THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, transfer and deliver to Assignee all right, title and interest throughout the world in and to the Marks, including, without limitation, any registrations and applications therefore, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with the goodwill of the business symbolized by the Marks and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby appoints and constitutes Assignee as attorney-in-fact for Assignor with respect to the transfer of title and recordation of any of the Marks including, without limitation, any registrations and applications therefore, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect. Assignee's authority hereunder shall include, without limitation, the authority to execute, deliver and receive any assignment documents, certificates of ownership or other documents to transfer title to any Marks or any registrations thereof, to record assignment documents in any country or jurisdiction and to take any other actions necessary or incident to the powers and rights granted to Assignee in connection with the Marks and such registrations. This special power of attorney is coupled with an interest and as such is irrevocable and shall not be affected by the disability or incompetence of Assignor. This

special power of attorney shall become effective immediately and full power of substitution is granted to Assignee.

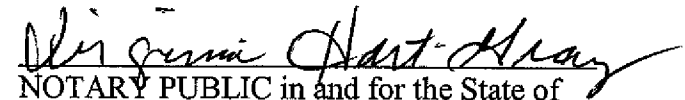
IN WITNESS WHEREOF, this Trademark Assignment and Special Power of Attorney has been duly executed and delivered on the date first written above.

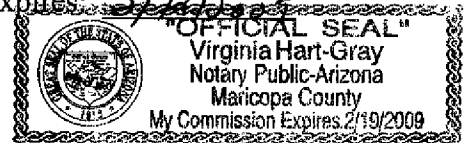
  
\_\_\_\_\_  
Douglas E. Smith

STATE OF Arizona )  
 )  
COUNTY OF Maricopa ) ss.

On this 29<sup>th</sup> day of December, 2005, before me, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Douglas E. Smith, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me on the date stated above.

  
NOTARY PUBLIC in and for the State of Arizona, residing at 20701 N. S.W.H. RD.  
My Appointment Expires: 2/19/2009



**EXHIBIT A****TRADEMARKS AND TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Country</b>	<b>Int'l Class</b>	<b>Registration No.</b>
LODE RUNNER	Canada	9	TMA510250
LODE RUNNER	Denmark	9	1986 485 VR
LODE RUNNER	European Community TradeMark	9, 28, 41	142604
LODE RUNNER	Greece	9	--
LODE RUNNER	Ireland	9	115283
LODE RUNNER	Japan	9	4142981
LODE RUNNER	Japan	28	4075416
LODE RUNNER	Japan	41	4129149
ROAD RUNNER	Japan	28	
掘金者 (Dig Gold Person)	People's Republic of China		
LODE RUNNER	United Kingdom	9	1233195
LODE RUNNER	United States of America	9	1307253