

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
Deep Red Games Ltd.		05/16/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	The Codemasters Software Company Limited		
Street Address:	Lower Farmhouse		
City:	Stonythorpe, Southam, Warwickshire		
State/Country:	UNITED KINGDOM		
Postal Code:	CV47 2DL		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78683694	HOSPITAL TYCOON	
CORRESPONDENCE DATA			
Fax Number:	(317)637-7561		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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ATTORNEY DOCKET NUMBER:	3546-2		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

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Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

C. David Emhardt

Signature:

/C. David Emhardt/

Date:

06/14/2007

Total Attachments: 6

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DATED *16 May* 2007

TRADE MARK ASSIGNMENT

between

DEEP RED GAMES LIMITED

and

THE CODEMASTERS SOFTWARE COMPANY LIMITED

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THIS AGREEMENT is dated 16/05/2007

PARTIES

- (1) DEEP RED GAMES LIMITED incorporated and registered in United Kingdom with company number 03518725 whose registered office is at Brooklands, Broughton, Milton Keynes, MK16 0HU (Assignor).
- (2) THE CODEMASTERS SOFTWARE COMPANY LIMITED incorporated and registered in United Kingdom with company number 02044132 whose registered office is at Lower Farmhouse, Stonythorpe, Southam, Warwickshire, CV47 2DL (Assignee).

BACKGROUND

- (A) The Assignor is the proprietor of the trade marks registered or the subject of applications for registration in the territories listed in the Schedule 1 (Trade Marks).
- (B) The Assignor has agreed to assign all its rights in and to the Trade Marks to the Assignee on the terms set out below.
- (C) For the avoidance of doubt, the benefit of the warranties and indemnities set out in Clause 9 of the Development Agreement for the computer/videogame provisionally called "Hospital Tycoon" dated 06th May 2006 and agreed between the parties shall apply to and benefit this Agreement.

AGREED TERMS

1. ASSIGNMENT

In consideration of the sum of Ten Thousand Pounds Sterling (£10,000.00) paid by the Assignee to the Assignor, the Assignor hereby assigns with full title guarantee to the Assignee absolutely the Trade Marks and all and any rights in and to the Trade Marks including the benefit of the applications for registration and any common law rights and all the goodwill attaching to the Trade Marks. For the avoidance of doubt, Assignor shall deliver to Assignee a valid invoice for said sum upon execution of this Agreement and Assignee shall pay the said sum to Assignor within thirty (30) calendar days of receipt of said valid invoice.

2. PROCEEDINGS

- 2.1 This assignment shall include the right for the Assignee 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).

2.2 The Assignor agrees and undertakes to provide the Assignee (at its request and expense) with 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.

3. FURTHER ASSURANCE

The Assignor covenants that, at the cost and request of the Assignee at any time and from time to time, it shall execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this assignment. Furthermore, the Assignor hereby covenants and undertakes that the Assignor has not done or omitted to do and will not do or omit to do any act, matter or thing whereby the Trade Marks may be invalidated.

4. GOVERNING LAW AND JURISDICTION

This assignment shall be governed by and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English courts.

This agreement has been entered into on the date stated at the beginning of it.

Signed by)
For and on behalf of DEEP RED)
GAMES LIMITED)

Red
Signed by RED CAWSONS)
For and on behalf of The)
CODEMASTERS SOFTWARE COMPANY)
LIMITED)

SCHEDULE 1

Trade marks

1. REGISTERED TRADE MARKS

Country	Class	Mark	No.	Specification of goods/services
EEC (Community trade mark)	09, 28	HOSPITAL TYCOON	450097	09 Video games, electronic games, computer games, computer programmes for playing games, electronic apparatus, parts and fittings for the aforesaid goods. 28 Games toys and playthings; electronic games toys and playthings; toy computers; parts and fittings for the aforesaid goods.

2. TRADE MARK APPLICATIONS

Country	Class	Mark	No.	Specification of goods/services
U.S.A.	09, 28	HOSPITAL TYCOON	78/683694	09 Video software, electronic game programs, computer game software; electronic games adapted for use with television receivers 28 Hand held units for playing electronic games

Country	Class	Mark	No.	Specification of goods/services
CANADA	09, 28	HOSPITAL TYCOON	1267571	09 Video games, computer games, computer programs for playing games and toy

				computers, handheld electronic games; electronic games adapted for use with television receiver and computer monitor; electronic game equipment for playing video games; electronic game programs; handheld electronic toys; player operated electronic controllers for electronic video game machines; video game software and computer game software; video game and computer game cassettes, cartridges, and CD-ROMs;
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