

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
BioWare ULC		04/08/2008	Unlimited Liability Corporation: ALBERTA

RECEIVING PARTY DATA	
Name:	EA International (Studio and Publishing) Ltd.
Street Address:	Clarendon House
Internal Address:	2 Church Street
City:	Hamilton
State/Country:	BERMUDA
Postal Code:	HM11
Entity Type:	Exempted Company: BERMUDA

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2454474	BIOWARE
Registration Number:	3172886	BIOWARE
Registration Number:	2730731	BIOWARE AURORA ENGINE
Registration Number:	2460807	BIOWARE CORP
Registration Number:	2615576	BIOWARE CORP
Serial Number:	76636906	BIOWARE CORP
Serial Number:	76594456	BIOWARE ECLIPSE ENGINE
Serial Number:	76636724	BIOWARE ECLIPSE ENGINE
Registration Number:	2872470	BIOWARE ODYSSEY ENGINE
Registration Number:	2712755	BW
Registration Number:	2688063	BW
Serial Number:	76591004	DRAGON AGE
Serial Number:	76633453	DRAGON AGE

CH \$690.00 2454474

Registration Number:	3298603	DRAGON AGE
Serial Number:	76655659	DRAGON AGE
Registration Number:	3366351	DRAGON AGE
Registration Number:	2938950	JADE EMPIRE
Registration Number:	2980057	JADE EMPIRE
Registration Number:	3228349	JADE EMPIRE
Registration Number:	2980061	JADE EMPIRE
Registration Number:	3228348	JADE EMPIRE
Registration Number:	3409613	MASS EFFECT
Serial Number:	78721706	MASS EFFECT
Registration Number:	3275964	MASS EFFECT
Serial Number:	76648525	MASS EFFECT
Serial Number:	76978645	MASS EFFECT
Registration Number:	2733351	THE BIOWARE INFINITY ENGINE

CORRESPONDENCE DATA

Fax Number: (215)972-7677
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-751-2622
Email: jmeyer@schnader.com
Correspondent Name: James R. Meyer
Address Line 1: Schnader Harrison Segal & Lewis LLP
Address Line 2: 1600 Market Street, Suite 3600
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 3006345-0024

DOMESTIC REPRESENTATIVE

Name: James R. Meyer
Address Line 1: Schnader Harrison Segal & Lewis LLP
Address Line 2: 1600 Market Street, Suite 3600
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER: Kimberly Bittinger

Signature: /Kimberly Bittinger/

Date: 05/12/2008

Total Attachments: 15
source=US Assignment - BioWare ULC to EA International#page1.tif
source=US Assignment - BioWare ULC to EA International#page2.tif

source=US Assignment - BioWare ULC to EA International#page3.tif
source=US Assignment - BioWare ULC to EA International#page4.tif
source=US Assignment - BioWare ULC to EA International#page5.tif
source=US Assignment - BioWare ULC to EA International#page6.tif
source=US Assignment - BioWare ULC to EA International#page7.tif
source=US Assignment - BioWare ULC to EA International#page8.tif
source=US Assignment - BioWare ULC to EA International#page9.tif
source=US Assignment - BioWare ULC to EA International#page10.tif
source=US Assignment - BioWare ULC to EA International#page11.tif
source=US Assignment - BioWare ULC to EA International#page12.tif
source=US Assignment - BioWare ULC to EA International#page13.tif
source=US Assignment - BioWare ULC to EA International#page14.tif
source=US Assignment - BioWare ULC to EA International#page15.tif

**INTELLECTUAL PROPERTY PURCHASE AGREEMENT
BETWEEN
BIOWARE ULC
and
EA INTERNATIONAL (STUDIO AND PUBLISHING) LTD.**

THIS PURCHASE AGREEMENT ("*Purchase Agreement*") is made and entered into as of April 8, 2008 (the "*Effective Date*"), by and between BioWare ULC, an Alberta unlimited liability company ("*Seller*") and EA International (Studio and Publishing) Ltd., a Bermuda exempted company ("*Purchaser*"). Seller and Purchaser are sometimes collectively referred to herein as the "Parties."

RECITALS

WHEREAS, to further the Parties' business purposes and for good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser wishes to obtain by assignment, and Seller wishes to assign to Purchaser, all right, title and interest in the Intellectual Property and the Marks; and

WHEREAS, to give effect to the purpose of the Parties, Seller will execute the Intellectual Property Assignment Agreement set forth in Exhibit A hereto.

NOW, THEREFORE, the Parties agree as follows:

1. Transfer of Intellectual Property and Marks. Seller does hereby sell, transfer, assign, convey and deliver to Purchaser its entire right, title and interest in, to and under the Intellectual Property and the Marks, as those terms are defined in the Intellectual Property Assignment Agreement set forth in Exhibit A hereto and incorporated herein by reference.
2. Purchase Price. Purchaser will pay Seller the fair market value of the Intellectual Property and the Marks as of the Effective Date, which the Parties estimate to be equal to the amount described in Exhibit B hereto (the "Purchase Price"). The Parties hereby agree that the Purchase Price is, and is intended by them to be, equal to the fair market value of the Intellectual Property and the Marks as of the Effective Date. If either of the Parties shall subsequently establish to the reasonable satisfaction of the other, or it is subsequently determined by a court of law having applicable jurisdiction, that the fair market value of the Intellectual Property and the Marks as of the Effective Date is in excess of or is less than the Purchase Price, then the Parties will make all necessary adjustments so that the Purchase Price and the consideration given by Purchaser to Seller pursuant to this Agreement is equal to such fair market value. Without limitation, Purchaser shall pay to Seller, or Seller shall pay to Purchaser, as the case may be, the full amount of such adjustment and Purchaser and Seller will take all other actions and will execute any and all documents as may reasonably be requested by the other from time to time to give effect to the foregoing adjustments.


3. Further Documents. If at any time after the Effective Date, any further action is necessary or desirable to carry out the purposes of this Purchase Agreement, Seller agrees to execute and deliver to Purchaser such further instruments as may be reasonably required to carry out or effectuate the purposes and intent of this Purchase Agreement and to vest in Purchaser full right, title and interest in and to the Intellectual Property and the Marks. Without limiting the foregoing, Purchaser and Seller shall execute and deliver the Intellectual Property Assignment Agreement attached hereto as Exhibit A.
4. Substitution and Subrogation. The assignment, transfer and conveyance contained herein is made with full powers of substitution and subrogation of Purchaser in and to all covenants and warranties heretofore given or made by third parties to Seller in respect of the Intellectual Property and the Marks.
5. Binding Effect. This Purchase Agreement shall bind and inure to the benefit of the respective Parties and their successors, assigns, and transferees.
6. Governing Law. This Purchase Agreement shall be construed and enforced in accordance with the laws of the State of California without giving effect to the principles of choice of law or conflicts of law thereof.
7. Counterparts. This Purchase 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.
8. Headings. The subject headings of this Purchase Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any provision of this Assignment Agreement.
9. Entire Agreement and Amendments. This Purchase Agreement, together with its Exhibit A and related Schedules attached hereto, constitutes the entire agreement between the parties, and supersedes all prior agreements, understandings and communications between the parties with respect to the subject matter hereof. No modification or amendment to this Purchase Agreement shall be binding upon the parties unless in writing and executed by the duly authorized representative of each of the parties.

[remainder of page left intentionally blank]

Executed by the Parties as of the Effective Date by their authorized representatives as set forth below:

BIOWARE ULC

EA INTERNATIONAL
(STUDIO AND PUBLISHING) LTD.

By:  _____

By: _____

Name: Stephen G. Bené _____

Name: Varinder Saini _____

Its: Secretary _____


Its: Manager, International Publishing

Executed by the Parties as of the Effective Date by their authorized representatives as set forth below:

BIOWARE ULC

EA INTERNATIONAL
(STUDIO AND PUBLISHING) LTD.

By: _____

By:  _____

Name: Stephen G. Bené

Name: Varinder Saini

Its: Secretary

Its: Manager, International Publishing

EXHIBIT A

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT BETWEEN BIOWARE ULC and EA INTERNATIONAL (STUDIO AND PUBLISHING) LTD.

This Intellectual Property Assignment Agreement ("*Assignment Agreement*") is made and entered into as of April 8, 2008 (the "*Effective Date*"), by and between BioWare ULC, an Alberta unlimited liability company ("*Seller*") and EA International (Studio and Publishing) Ltd., a Bermuda exempted company ("*Purchaser*"). Seller and Purchaser are sometimes collectively referred to herein as the "Parties."

RECITALS

WHEREAS, to further the Parties' business purposes and for good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser wishes to obtain by assignment, and Seller wishes to assign to Purchaser, all right, title and interest in the Intellectual Property and the Marks (defined herein).

Now, therefore, the Parties agree as follows:

1. Assignment of Intellectual Property and Marks. Seller hereby transfers, assigns and conveys to Purchaser all of Seller's right, title and interest, of whatever kind and nature forever and throughout the universe, including all causes of action, in either law or equity, for past, present, and future claims, in and to the Intellectual Property and the Marks. "*Intellectual Property*" shall mean any or all of the following: (i) all patent rights; (ii) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, confidential information, know how, technology, processes, designs, and all documentation relating to any of the foregoing; (iii) all works of authorship in any media, and all copyrights, copyright registrations and applications therefor, and all other rights, including authors' or moral rights, corresponding thereto throughout the world; (iv) all computer software, including all source code, object code, firmware, development tools, files, records and data, and all media on which any of the foregoing is recorded; (v) with respect to subsections (i) and (iii) above, all corresponding recordings, licenses or similar agreements; and (vi) any other intellectual property or proprietary rights and (vii) any similar or equivalent rights to any of the foregoing anywhere in the world, owned or otherwise held by Seller as of the Effective Date, exclusive of the Marks. "*Marks*" shall mean any or all of the following: (i) all trade names, logos, common law trademarks and service marks, Internet domain names, trademark and service mark registrations and applications therefor throughout the world; (ii) all corresponding recordings, licenses or similar agreements; and (iii) any similar or equivalent rights to any of the foregoing anywhere in the world. For the sake of clarity, (1) "*Intellectual Property*" includes but is not limited to the registered intellectual property set forth on Schedule A attached hereto (patents and patent applications); Schedule B attached hereto (copyright registrations and applications); and all

rights to receive any of the foregoing, rights corresponding to the foregoing and all proceeds thereof; and (2) "Marks" includes but is not limited to the registered intellectual property set forth on Schedule C attached hereto (trademark applications and registrations) and all rights to receive any of the foregoing, rights corresponding to the foregoing and all proceeds thereof. Seller represents that Seller has all of the rights, titles, and interests to convey the Intellectual Property and the Marks as set forth herein, and covenants that Seller has not made any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed except as may have occurred within the ordinary course of Seller's business.

2. Authorizations. 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 the appropriate empowered officials or issuing authorities in relevant jurisdictions outside the United States, as applicable, to record the transfer of all trademark registrations and applications and all patents and patent applications, included in the Intellectual Property and the Marks, respectively, to Purchaser as assignee of Seller's entire right, title and interest therein, and to issue to Purchaser all trademark registrations and all patents referred to above which may issue with respect to such Intellectual Property and Marks in or outside the United States, in accordance with this Assignment Agreement. Seller hereby authorizes the Registrar of Copyrights of the United States and other empowered officials of the United States Copyright Office and the appropriate empowered officials or issuing authorities in relevant jurisdictions outside the United States to record the transfer of all registrations for copyrights included in the Intellectual Property to Purchaser as assignee of Seller's entire right, title and interest therein, and to issue to Purchaser all copyright registrations referred to above which may issue with respect to such Intellectual Property in or outside the United States, in accordance with this Assignment Agreement. Seller will cooperate with Purchaser to transfer ownership and management of domain names to Purchaser or its designee pursuant to the current procedures promulgated by the appropriate domain name registrar for modifying a domain record.

3. Further Documents. If at any time after the Effective Date, any further action is necessary or desirable to carry out the purposes of this Assignment Agreement, Seller agrees to execute and deliver to Purchaser such further instruments as may be reasonably required to carry out or effectuate the purposes and intent of this Assignment Agreement and to vest in Purchaser full right, title and interest in and to the Intellectual Property and the Marks.

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

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

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 choice of law or 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.


8. Headings. The subject headings of this Assignment Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any provision of this Assignment Agreement.

9. Entire Agreement and Amendments. This Assignment Agreement, together with the Schedules attached hereto, constitutes the entire agreement between the parties, and supersedes all prior agreements, understandings and communications between the parties with respect to the subject matter hereof. No modification or amendment to this Assignment Agreement shall be binding upon the parties unless in writing and executed by the duly authorized representative of each of the parties.

Executed by the Parties as of the Effective Date by their authorized representatives as set forth below:

BIOWARE ULC

EA INTERNATIONAL (STUDIO AND PUBLISHING) LTD.

By:  _____

By: _____

Name: Stephen G. Bené

Name: Varinder Saini

Its: Secretary

Its: Manager, International Publishing

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.

8. Headings. The subject headings of this Assignment Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any provision of this Assignment Agreement.

9. Entire Agreement and Amendments. This Assignment Agreement, together with the Schedules attached hereto, constitutes the entire agreement between the parties, and supersedes all prior agreements, understandings and communications between the parties with respect to the subject matter hereof. No modification or amendment to this Assignment Agreement shall be binding upon the parties unless in writing and executed by the duly authorized representative of each of the parties.

Executed by the Parties as of the Effective Date by their authorized representatives as set forth below:

BIOWARE ULC

EA INTERNATIONAL (STUDIO AND PUBLISHING) LTD.

By: _____

By:  _____

Name: Stephen G. Bené

Name: Varinder Saini

Its: Secretary

Its: Manager, International Publishing

State of California

County of San Mateo

On April 8, 2008 before me, Brian K. Lee, Notary Public, personally appeared Stephen G. Bené, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within Instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____ (Seal)

A handwritten signature in black ink, appearing to be "B. Lee", written over a horizontal line.

Schedule A

Patents and Patent applications

"GRAPHICAL INTERFACE FOR INTERACTIVE DIALOG"

Country	Application. No.	Filing Date
United States	11/686,688	03-15-2007
World Intellectual Property Organization Patent Cooperation Treaty	PCT/US2007/064120	03-16-2007

Schedule B

Copyright registrations and applications

Product	Registration Number	Effective Registration	Date	Of
BALDUR'S GATE	TX0004922293	1998		
BALDUR'S GATE: TALES OF THE SWORD COAST	TX0004955063	1999		
SHATTERED STEEL INTERACTIVE PREVIEW	PA0000807946	1996		

SHS/MATTER NO	MARK	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASS
---------------	------	------------------	--------------------	-------------------	---------------------	--------	-------

UNITED STATES

3006345-0004/02US1	BIOWARE	24-Feb-99	75/647,097	29-May-01	2454474	REGISTERED	9
3006345-0004/02US2	BIOWARE	21-Apr-05	76/636,907	21-Nov-06	3172886	REGISTERED	9, 16, 35
3006345-0004/19US	BIOWARE AURORA ENGINE	10-Oct-01	78/087,744	24-Jun-03	2730731	REGISTERED	9

SHSL MATTER NO	MARK	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASS
3006345-0004/01US	BIOWARE CORP	24-Feb-99	75/647,095	19-Jun-01	2460807	REGISTERED	9
3006345-0004/03US1	BIOWARE CORP (Stylized)	31-Oct-01	78/090,985	03-Sep-02	2615576	REGISTERED	9, 16
3006345-0004/03US2	BIOWARE CORP (Stylized)	21-Apr-05	76/636,906			PENDING	09, 16, 25, 41, 42
3006345-0004/24US1	BIOWARE ECLIPSE ENGINE	28-May-04	76/594,456			ALLOWED	9
3006345-0004/24US2	BIOWARE ECLIPSE ENGINE	21-Apr-05	76/636,724			ALLOWED	42
3006345-0004/20US	BIOWARE ODYSSEY ENGINE	15-Mar-01	78/053,356	10-Aug-04	2872470	REGISTERED	9
3006345-0004/37US	BIOWARE/PANDEMIC STUDIOS	17-Jan-06	76/653,517			PENDING	9, 41
3006345-0004/05US1	BW (Logo)	18-Jun-01	76/273,303	06-May-03	2712755	REGISTERED	9
3006345-0004/05US2	BW (Logo)	18-Jun-01	76/273,304	18-Feb-03	2688063	REGISTERED	42
3006345-0004/25US1	DRAGON AGE	07-May-04	76/591,004			ALLOWED	09, 16, 28, 41
3006345-0004/25US2	DRAGON AGE	15-Mar-05	76/633,453			ALLOWED	16, 25, 28

SHSL MATTER NO	MARK	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASS
3006345-0004/25US3	DRAGON AGE	20-Jul-04	76/978,558	25-Sep-07	3298603	REGISTERED	41
3006345-0004/38US1	DRAGON AGE & Design	24-Feb-06	76/655,659			ALLOWED	9, 16, 25, 28, 41
3006345-0004/38US2	DRAGON AGE & Design	24-Feb-06	76/978,671	08-Jan-08	3366351	REGISTERED	41
3006345-0004/10US2	JADE EMPIRE	16-Jan-03	78/975,726	05-Apr-05	2938950	REGISTERED	41
3006345-0004/10US4	JADE EMPIRE	16-Jan-03	78/976,108	26-Jul-05	2980057	REGISTERED	9, 16
3006345-0004/10US5	JADE EMPIRE	15-Mar-05	76/977,587	10-Apr-07	3228349	REGISTERED	25
3006345-0004/11US3	JADE EMPIRE & Design	12-Sep-03	78/976,126	26-Jul-05	2980061	REGISTERED	9, 16, 41
3006345-0004/11US4	JADE EMPIRE & Design	15-Mar-05	76/977,585	10-Apr-07	3228348	REGISTERED	25
3006345-0004/33US1	MASS EFFECT	11-Apr-05	76/635,840			ALLOWED	16, 28
3006345-0004/33US2	MASS EFFECT	27-Sep-05	78/721,706			PENDING	25
3006345-0004/33US3	MASS EFFECT	11-Apr-05	76/978,556	07-Aug-07	3275964	REGISTERED	9, 41

SHSL MATTER NO	MARK	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASS
3006345-0004/36US1	MASS EFFECT & Design	17-Oct-05	76/648,525			PENDING	25
3006345-0004/36US2	MASS EFFECT & Design	17-Oct-05	76/978,645			ALLOWED	9, 16, 28, 41
3006345-0004/06US	THE BIOWARE INFINITY ENGINE	06-Mar-01	78/051,549	01-Jul-03	2733351	REGISTERED	9

TRADEMARK

REEL: 003775 FRAME: 0630