

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
Pandemic Studios, LLC		04/09/2008	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Electronic Arts Inc.
Street Address:	209 Redwood Shores Parkway
City:	Redwood City
State/Country:	CALIFORNIA
Postal Code:	94065
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	76503842	FULL SPECTRUM WARRIOR
Serial Number:	78689913	FULL SPECTRUM WARRIOR: TEN HAMMERS
Serial Number:	78371458	MERCENARIES
Serial Number:	78505628	MERCENARIES: PLAYGROUND OF DESTRUCTION
Serial Number:	75576114	PANDEMIC
Serial Number:	78368737	PANDEMIC
Serial Number:	75576112	PANDEMIC
Serial Number:	75751822	PANDEMIC
Serial Number:	75751823	PANDEMIC
Serial Number:	78379338	PANDEMIC
Serial Number:	78505634	PLAYGROUND OF DESTRUCTION
Serial Number:	78726347	SABOTEUR

CORRESPONDENCE DATA

Fax Number: (650)938-5200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: bbrown@fenwick.com
Correspondent Name: Fenwick & West LLP
Address Line 1: 801 California Street
Address Line 4: Mountain View, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER:	24828-070 PANDEMIC
NAME OF SUBMITTER:	Beverly Brown
Signature:	/Beverly Brown/
Date:	05/19/2008

Total Attachments: 14

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**INTELLECTUAL PROPERTY PURCHASE AGREEMENT
BETWEEN
PANDEMIC STUDIOS LLC
and
ELECTRONIC ARTS INC.**

THIS PURCHASE AGREEMENT ("*Purchase Agreement*") is made and entered into as of April 9, 2008 (the "*Effective Date*"), by and between Pandemic Studios LLC, a California limited liability company ("*Seller*") and Electronic Arts Inc., a Delaware corporation ("*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 Ten Thousand U.S. Dollars (\$10,000.00). If any amount paid by Purchaser to Seller pursuant to this section is adjusted by any governmental tax authority pursuant to a final determination by administrative or judicial action, Purchaser shall pay to Seller, or Seller shall pay to Purchaser, as the case may be, the full amount of such adjustment.
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.

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

PANDEMIC STUDIOS LLC

ELECTRONIC ARTS INC.

By: 

By: _____

Name: STEPHEN G. BENE

Name: _____

Title: SECRETARY

Title: _____

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.

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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.

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

PANDEMIC STUDIOS LLC

By: _____

Name: _____

Title: _____

ELECTRONIC ARTS INC.

By:  _____

Name: GLEN A. KOHL

Title: SVP, TAX & TREASURY

EXHIBIT A

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT BETWEEN PANDEMIC STUDIOS LLC and ELECTRONIC ARTS INC.

This Intellectual Property Assignment Agreement ("*Assignment Agreement*") is entered into as of April 9, 2008 (the "*Effective Date*"), by and between Pandemic Studios LLC, a California limited liability company ("*Seller*") and Electronic Arts Inc., a Delaware corporation ("*Purchaser*"). Purchaser and Seller 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 (as defined herein).

Now, therefore, the Parties agree as follows:

1. Assignment of Intellectual Property. 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 (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 B 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 included in the Marks to Purchaser as assignee of Seller's entire right, title and interest therein, and to issue to Purchaser all trademark registrations referred to above which may issue with respect to such 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.

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:

PANDEMIC STUDIOS LLC

ELECTRONIC ARTS INC.

By:  _____

By: _____

Name: Stephen G. Bené

Name: Glen Kohl

Title: Secretary

Title: SVP, Tax & Treasury

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.

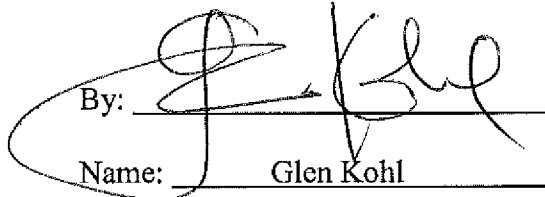
9. Entire Agreement and Amendments. This Assignment Agreement, together with the Schedules attached hereto, constitutes the entire agreement between the parties, and supersedes all prior agreements, understandings and communications between the parties with respect to the subject matter hereof. No modification 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:

PANDEMIC STUDIOS LLC

ELECTRONIC ARTS INC.

By: _____

By:  _____

Name: Stephen G. Bené

Name: Glen Kohl

Title: Secretary

Title: SVP, Tax & Treasury

NOTARIZATION

STATE OF CALIFORNIA

‘
‘
‘

COUNTY OF SAN MATEO

On _____ before me, _____, a Notary Public, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My Commission Expires _____

(PERSONALIZED SEAL)

SEE ATTACHED

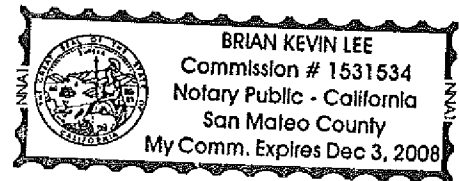
State of California

County of San Mateo

On April 9, 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

Copyright registrations and applications

Product	Platform	Registration Number	Effective Date Of Registration
MERCENARIES	CD-ROM	PA 0001281311	3/14/2005
MERCENARIES	PS2	PA0001353337	3/25/2005

Schedule B

Trademark registrations and applications

Mark	Country	Class	Application Number	Reg. Number	Reg. Date	Disposition
FULL SPECTRUM WARRIOR	Australia	09, 16	1012879	827, 821	3/30/2004	Registered (Int'l Reg.)
FULL SPECTRUM WARRIOR	Canada	09, 28	1207811	632,193	2/7/2005	Registered
FULL SPECTRUM WARRIOR	China	09		827, 821	3/30/2004	Pending (Int'l Reg.)
FULL SPECTRUM WARRIOR	European Union	09, 28, 41	3838216	3838216	10/20/2005	Registered
FULL SPECTRUM WARRIOR	Japan	09, 16	T041	827, 821	3/30/2004	Registered (Int'l Reg.)
FULL SPECTRUM WARRIOR	Singapore	09, 16	T0412061G T0412062F	827, 821	3/30/2004	Registered (Int'l Reg.)
FULL SPECTRUM WARRIOR	South Korea	28	2004-11532	714, 665	6/25/2007	Registered
FULL SPECTRUM WARRIOR	United States	09	75503842	2,903,760	11/16/2004	Registered
FULL SPECTRUM WARRIOR	WIPO	09, 16	Z1230645	827, 821	3/30/2004	Registered (Int'l Reg.)
FULL SPECTRUM WARRIOR: TEN HAMMERS	Canada	09	1268227	671, 830	8/31/2006	Registered
FULL SPECTRUM WARRIOR: TEN HAMMERS	United States	09	78689913			Allowed (SOU Filed)
GAS MASK LOGO	European Union	09, 28, 41	3837267	3837267	10/20/2005	Registered
MERCENARIES	Australia	09	1016662	1016662	8/19/2004	Registered
MERCENARIES	Canada	09	12224741	660,702	3/14/2006	Registered
MERCENARIES	Japan	09	2004-075,331	4837444	2/4/2007	Registered
MERCENARIES	United States	09	78371458			Suspended
MERCENARIES	European Union	09, 16	003926078	003926078	9/21/2005	Registered
MERCENARIES: PLAYGROUND OF DESTRUCTION	Australia	09	1052507	1052507	4/26/2005	Registered
MERCENARIES: PLAYGROUND OF DESTRUCTION	Canada	09	1255287	692, 486	7/20/2007	Registered
MERCENARIES: PLAYGROUND OF DESTRUCTION	European Union	09, 16	004403011	004403011	4/20/2006	Registered
MERCENARIES:	Japan	09	2005-037,227	4892990	9/9/2005	Registered

Mark	Country	Class	Application Number	Reg. Number	Reg. Date	Disposition
PLAYGROUND OF DESTRUCTION						
MERCENARIES: PLAYGROUND OF DESTRUCTION	United States	09	78505628	3140205	9/5/2006	Registered
MERCENARIES: WORLD IN FLAMES	Australia	09	1102315	1102315	3/6/2006	Registered
MERCENARIES: WORLD IN FLAMES	Canada	09	1292430			Allowed
MERCENARIES: WORLD IN FLAMES	China	09	5196980			Pending
MERCENARIES: WORLD IN FLAMES	European Union	09, 28, 41, 42	004938551	004938551	8/20/2007	Registered
MERCENARIES: WORLD IN FLAMES	Japan	09	2006-019,948	5007952	12/1/2006	Registered
MERCENARIES: WORLD IN FLAMES	New Zealand	09	743,895	743,895	11/9/2006	Registered
MERCENARIES: WORLD IN FLAMES	Norway	09, 16	2006/02,222	235,878	10/26/2006	Registered
MERCENARIES: WORLD IN FLAMES	Russian Federation	09	2006/704,990	330,330	3/6/2006	Registered
MERCENARIES: WORLD IN FLAMES	South Korea	09	40-2006-0,011,268	40-0,692,489	1/4/2007	Registered
MERCENARIES: WORLD IN FLAMES	Switzerland	09	51,993/2006	546,164	3/6/2006	Registered
MERCENARIES: WORLD IN FLAMES	United States	09	78/708,598			On Appeal
PANDEMIC	Australia	09, 16, 41	1014015	828,426	6/15/2004	Registered (Int'l Reg.)
PANDEMIC	Canada	09, 16, 41	1209807	638,490	4/27/2005	Registered
PANDEMIC	China	09, 16, 41		828,426	6/15/2004	Pending (Int'l Reg.)
PANDEMIC	European Union	09, 28, 41	3842176	3842176	10/20/2005	Registered
PANDEMIC	Japan	09, 16, 41		828,426	6/15/2004	Registered (Int'l Reg.)
PANDEMIC	Singapore	09, 16, 41	T0412552Z T0412553H T0412554F	828,426	6/15/2004	Registered (Int'l Reg.)
PANDEMIC	South Korea	09, 28, 41	45-2004-901	14,199	11/2/2005	Registered
PANDEMIC	United States	41	75/576,112	2,588,805	7/2/2002	Registered
PANDEMIC	United States	09	75/576,114	2,652,152	11/19/2002	Registered
PANDEMIC	United States	41	78/368,737	2,925,404	2/8/2005	Registered
PANDEMIC	WIPO	09, 16, 41		828,426	6/15/2004	Registered

Mark	Country	Class	Application Number	Reg. Number	Reg. Date	Disposition
PANDEMIC (and design)	Australia	09, 16, 41	1038773	839,320	7/6/2004	Registered (Int'l Reg.)
PANDEMIC (and design)	Canada	09, 41	1209806	637,882	4/20/2005	Registered
PANDEMIC (and design)	China	09, 16, 41	839,320	839,320	7/6/2004	Pending (Int'l Reg.)
PANDEMIC (and design)	Japan	09, 16, 41		839,320	7/6/2004	Registered (Int'l Reg.)
PANDEMIC (and design)	Singapore	09, 16, 41	T0501263Z T0501261C T0501262A	839,320	7/6/2004	Registered (Int'l Reg.)
PANDEMIC (and design)	South Korea	09, 28, 41	45-200,400,902	14,145	10/27/2005	Registered
PANDEMIC (and design)	United States	09	75/751,822	2,652,227	11/19/2002	Registered
PANDEMIC (and design)	United States	41	75/751,823	2,659,927	12/10/2002	Registered
PANDEMIC (and design)	United States	42	78/379,338	2,997,323	9/20/2005	Registered
PANDEMIC (and design)	WIPO	09, 16, 41		839,320	7/6/2004	Registered (Int'l Reg.)
PLAYGROUND OF DESTRUCTION	Australia	09	1052508	1052508	4/26/2005	Registered
PLAYGROUND OF DESTRUCTION	Canada	09	1255286	691,856	7/12/2007	Registered
PLAYGROUND OF DESTRUCTION	European Union	09, 16	004,403,028	004,403,028	4/21/2006	Registered
PLAYGROUND OF DESTRUCTION	Japan	09	2005-037,226	4,892,989	9/9/2005	Registered
PLAYGROUND OF DESTRUCTION	United States	09	78/505,634	3,140,206	9/5/2006	Registered
SABOTEUR	Australia	9, 28, 41	1,208,364		3/6/2008	Published
SABOTEUR	Canada		1,370,564			Pending
SABOTEUR	China	9				Pending
SABOTEUR	China	28				Pending
SABOTEUR	China	41				Pending
SABOTEUR	European Union	09, 28, 42	005,763,222			Pending
SABOTEUR	Hong Kong	9, 28, 41	300989867			Published
SABOTEUR	Israel	9	205,300			Pending
SABOTEUR	Japan	09, 28	2007-023,135			Pending
SABOTEUR	New Zealand	9, 28, 41	778,847			Pending
SABOTEUR	Norway	9, 28, 41	2007/13,421			Pending

Mark	Country	Class	Application Number	Reg. Number	Reg. Date	Disposition
SABOTEUR	Singapore	9, 28, 41	T07/21,427B			Pending
SABOTEUR	South Korea	9, 28, 41	45-2007/0,004,909			Pending
SABOTEUR	Switzerland	9, 28, 41	62,207/2007			Pending
SABOTEUR	United States	09	78/726,347			Allowed