

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
SAITEK LTD.		05/28/2008	CORPORATION: HONG KONG
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MAD CATZ, INC.		
<b>Composed Of:</b>	COMPOSED OF Saitek Industries Limited, merged with Mad Catz on April 3, 2008		
<b>Street Address:</b>	7480 MISSION VALLEY ROAD, SUITE 101		
<b>City:</b>	SAN DIEGO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92108		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3332731	AV8R	
Registration Number:	1527096	SAITEK	
Registration Number:	1653781	KASPAROV	
Registration Number:	3241698	EAVS	
Serial Number:	77375838	CYBORG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(435)628-1610		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	dan.rogers@utahlaw.com		
<b>Correspondent Name:</b>	Daniel Rogers		
<b>Address Line 1:</b>	192 East 200 North 3rd Floor		
<b>Address Line 4:</b>	St. George, UTAH 84780		
<b>ATTORNEY DOCKET NUMBER:</b>	42533		

OP \$140.00 3332731

NAME OF SUBMITTER:	Daniel A. Rogers
Signature:	/Daniel A. Rogers/
Date:	08/14/2008

**Total Attachments: 11**

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**ADDENDUM TO**  
**TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT**

This Addendum to Trademark Purchase Assignment Agreement (this "Addendum") is made as of 28 May 2008 between Ryder Industries Limited (formerly known as Saitek Limited), a Hong Kong corporation with an address at 405 Camelpaint Centre, I Hing Yip Road, Kwun Tong, Hong Kong ("Ryder"), and Saitek Industries Limited, a Hong Kong corporation with an address at 138 ShaTin Rural Committee Road, Unit 1717-21, 17<sup>th</sup> Floor, Grand Central Plaza, Tower 2, ShaTin, New Territories, Hong Kong ("Saitek").

Reference is made to that certain Trademark Purchase and Assignment Agreement dated as of 12 November 2007 between Ryder and Saitek (the "Agreement"), pursuant to which Ryder transferred and assigned to Saitek certain Trademark Registration (as defined therein). Capitalized terms used herein and not defined herein shall have the meanings provided in the Agreement.

Ryder desires to enter into this Addendum to transfer and assign to Saitek certain additional intellectual property rights pursuant to the terms of this Addendum and the Agreement.

NOW, THEREFORE, as part of the transfer of the intellectual property rights pursuant to the Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, Ryder does hereby amend, supplement and add to the Agreement as follows.

1. Ryder sells, assigns, conveys and transfers to Saitek Ryder's entire right, title and interest in and to the patents and patent applications identified on Schedule A, including any patents issuing on any patent applications identified on Schedule A, the inventions protected by any of the foregoing, any and all counterpart United States, international and foreign patents, patent applications and certificates of invention based upon or covering any portion of the foregoing and all reissues, divisionals, renewals, extensions, provisionals, and continuations of any of the foregoing (collectively, the "Patents").

2. Ryder sells, assigns, conveys and transfers to Saitek Ryder's entire right, title and interest in and to the registered and unregistered trademarks listed on Schedule B, including any pending applications and registrations in the United States or in any foreign jurisdiction related to the trademarks or servicemarks listed on Schedule B.

3. Ryder sells, assigns, conveys and transfers to Saitek Ryder's entire right, title and interest in and to the copyrights listed on Schedule C, including without limitation, copyrights and renewals and/or extensions thereof in the United States or in any foreign jurisdiction related to the copyrights listed on Schedule C.


4. Ryder sells, assigns, conveys and transfers to Saitek Ryder's entire right, title and interest in and to the all goodwill of the business symbolized by the intellectual property assigned pursuant to the Agreement, including pursuant to this Addendum, and all rights and causes of action to enforce the rights associated therewith in all countries, including all rights to claim and recover damages and compensation for past or continuing infringement of or violation

of rights to any item thereof in all relevant jurisdictions and all rights to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patents, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding.

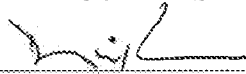
5. The terms of the Agreement are incorporated herein by reference and govern the terms of this Addendum. Except as provided herein, the Agreement shall remain unchanged hereby and shall continue in effect between the parties.

IN WITNESS WHEREOF, the parties have executed this Addendum to Trademark Purchase Assignment Agreement as of the date first set forth above.

**RYDER INDUSTRIES LIMITED**

By:   
Name: ERIC WINKLER  
Title: CHAIRMAN

**SAITEK INDUSTRIES LIMITED**

By:   
Name: DOUGLAS RICHMOND  
Title: PRESIDENT & CEO

SCHEDULE A  
("Patents")

COUNTRY	DESCRIPTION	REG NO.	REG DATE	APP NO.	APP DATE	COMPANY	CLASS
EPO (European Patent Office)	Data input device for computer systems	EP0915411	5/12/1999	EP19980307437	9/14/1998	Saitek Ltd (HK)	G06F3/048A3T
EPO (European Patent Office)	Configurable computer input device	EP0816989	1/7/1998	EP19970303513	5/22/1997	Saitek Ltd (HK)	G06F3/048A3T; G06F3/023P
EPO (European Patent Office)	Sensory games	EP0416955	3/13/1991	EP19900309853	9/7/1990	Saitek Ltd (HK)	A63F3/02E
UK	Pinball machines	GB2305867	4/23/1997	GB19960015213	7/19/1996	Saitek Ltd (HK)	A6H HEG
UK	Setting clocks	GB2217053	10/18/1989	GB19890006164	3/17/1989	Saitek Ltd (HK)	G3T TAAA TKC TS1 T101 T301 T401 T405 T412 T603 T604 T605 T608 T609 T611
UK	Sensing positions of chess and like pieces	GB2215221	9/20/1989	GB19890001965	1/30/1989	Saitek Ltd (HK)	A6H H3A1
US	Remote control device	D450662	11/20/2001	D/130,005	9/25/2000	Saitek Ltd (HK)	D13168
US	Remote signal receiver unit for game consoles	D447433	9/4/2001	D/129,942	9/25/2000	Saitek Ltd (HK)	D10104
US	Pinball machine striking mechanism	5730441	3/24/1998	08/727,249	10/8/1996	Saitek Ltd (HK)	273/118D; 273/127R; 273/118A
US	Electronic game apparatus	5188368	2/23/1993	07/691,028	6/25/1991	Saitek Ltd (HK)	273/237; 340/323R
US	Sensory games	5082286	1/21/1992	07/578,833	9/6/1990	Saitek Ltd (HK)	273/238; 273/239
US	Sensory games	4981300	1/1/1991	07/305,352	2/1/1989	Saitek Ltd (HK)	273/238; 273/237; 273/239; 434/128
World Intellectual Property Organization (WIPO)	Improvements in and Relating to Electronic Game Apparatus	WO/1991/006352	5/16/1991	CT/GB1990/001641	10/25/1990	Saitek Ltd (HK)	A63F 3/02, G06F 3/033

**SCHEDULE B  
("Marks")**

**Registered Marks**

COUNTRY	DESCRIPTION	STATUS	REG NO	REG DATE	APP NUMBER/ DATE	COMPANY	CLASS
US	<b>CYBORG</b>	Applied			77375838/ 1/18/2008	Saitek Ltd (HK)	IC 009, US 021, 023, 026, 036, 038
CTM	Saitek	Registered	002326783	10/18/2002	8/2/2001	Saitek Ltd (HK)	35
CTM	Saitek	Registered	001029917	4/17/2000	12/28/1998	Saitek Ltd (HK)	9, 14, 16, 28
CTM	iFreedom	Registered	005237144	7/26/2007	8/2/2006	Saitek Ltd (HK)	9
CTM	iVenture	Registered	005237151	7/5/2007	8/2/2006	Saitek Ltd (HK)	9
CTM	Homebook	Registered	005309448	8/10/2007	9/12/2006	Saitek Ltd (HK)	9
CTM	Obsidian	Registered	005309414	8/16/2007	9/12/2006	Saitek Ltd (HK)	9
CTM	Aviator	Registered	005309265	8/10/2007	9/12/2006	Saitek Ltd (HK)	9, 28
CTM	EAVS	Registered	004612487	9/18/2006	8/31/2005	Saitek Ltd (HK)	9
CTM	Mephisto	Registered	004258513	3/21/2006	1/27/2005	Saitek Ltd (HK)	7, 8, 9, 11, 12, 13, 14, 15, 16, 28, 34, 38, 41, 42, 44, 45
CTM	Freewave	Registered	002847408	10/30/2003	9/10/2002	Saitek Ltd (HK)	9, 28
CTM	Adrenalin	Registered	002543254	8/7/2003	1/21/2002	Saitek Ltd (HK)	9, 28
CTM	Kasparov	Registered	002327450	9/27/2002	8/2/2001	Saitek Ltd (HK)	35
UK	Saitek	Registered	1270511	2/3/1989	7/3/1986	Saitek Ltd (HK)	9
UK	Saitek	Registered	E001029917	4/17/2000	12/28/1998	Saitek Ltd (HK)	9, 14, 16, 28
UK	Saitek	Registered	E002326783	10/18/2002	8/2/2001	Saitek Ltd (HK)	35
US	<b>EAVS</b>	Registered	3241698	5/15/2007	2/22/2006	Saitek Ltd (HK)	IC 009, US 021, 023, 026, 036, 038
	EAVS						
US	Kasparov	Registered	1653781	8/13/1991	8/15/1989	Saitek Ltd (HK)	IC 028, US 022
US	Saitek	Registered	1527096	2/28/1989	11/20/1987	Saitek Ltd (HK)	IC 028, US 022, 026
World Intellectual Property Organization (WIPO)	Kasparov	Registered	573620	6/26/1991	7/16/1990	Saitek Ltd (HK)	28
US	AV8R	Registered	3332731	11/6/2007	6/29/2006	Saitek Ltd (HK)	IC 009, US 021, 023, 026, 036, 038

**Unregistered Marks**

SAITEK AUDIO  
iFREEDOM  
iVENTURE  
iPHONIC  
HOMEBOOK  
OBSIDIAN  
AVIATOR  
BALANCE

SCHEDULE C  
("Copyrights")

COUNTRY	DESCRIPTION	STATUS	REG NO	REG DATE	APP NO	APP DATE	COMPANY
US	Leisure programme 5x14	Registered	TX0003528675	1/28/1993		1/1/1992	Saitek Ltd (HK)

4

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"SAITEK INDUSTRIES LTD.", A DELAWARE CORPORATION,  
WITH AND INTO "MAD CATZ, INC." UNDER THE NAME OF "MAD CATZ, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRD DAY OF APRIL, A.D. 2008, AT 3:13 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE AND KENT COUNTY RECORDER OF DEEDS.

3007186 8100M

080392043



You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6501311

DATE: 04-04-08

TRADEMARK  
REEL: 003835 FRAME: 0205



**AGREEMENT OF MERGER**

**OF**

**SAITEK INDUSTRIES LTD.**

(a Delaware corporation)

**AND**

**MAD CATZ, INC.**

(a Delaware corporation)

AGREEMENT OF MERGER approved on April 3, 2008 by Saitek Industries Ltd. ("Saitek"), a business corporation of the State of Delaware, and by written consent of its Board of Directors dated April 3, 2008, and approved on April 3, 2008 by Mad Catz, Inc. ("Mad Catz"), a business corporation of the State of Delaware, and by written consent of its Board of Directors dated April 3, 2008.

WHEREAS Saitek is a business corporation of the State of Delaware with its registered office therein located at Corporation Trust Center 1209 Orange Street, City of Wilmington, County of New Castle; and

WHEREAS the total number of shares of stock which Saitek has authority to issue is 1,000, all of which are of one class and without par value; and

WHEREAS Mad Catz is a business corporation of the State of Delaware with its registered office therein located at 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle; and

WHEREAS the total number of shares of stock which Mad Catz has authority to issue is 50,000, all of which are of one class with a par value of \$0.01; and

WHEREAS Saitek and Mad Catz and the respective Boards of Directors thereof declare it advisable and to the advantage, welfare, and best interests of said corporations and their respective stockholders to merge Saitek with and into Mad Catz pursuant to the provisions of the General Corporation Law of the State of Delaware upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly approved by a resolution adopted by the Board of Directors of Saitek and duly approved by a resolution adopted by the Board of Directors of Mad Catz, the Agreement of Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter in this Agreement set forth.

1. Saitek and Mad Catz shall, pursuant to the provisions of the General Corporation Law of the State of Delaware, be merged with and into a single corporation, to wit, Mad Catz, which shall be the surviving corporation from and after the effective time of the merger, and which is sometimes hereinafter referred to as the "surviving corporation", and which shall continue to exist as said surviving corporation under its present name pursuant to the provisions of the General Corporation Law of the State of Delaware. The separate existence of Saitek, which is hereinafter sometimes referred to as the "terminating corporation", shall cease at the said effective time in accordance with the provisions of said General Corporation Law of the State of Delaware. The Merger is intended to be treated as a tax free reorganization for United States federal income tax purposes.

2. The Certificate of Incorporation of the surviving corporation, as now in force and effect, shall continue to be the Certificate of Incorporation of said surviving corporation and said Certificate of Incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the General Corporation Law of the State of Delaware.

3. The present by-laws of the surviving corporation will be the by-laws of said surviving corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the General Corporation Law of the State of Delaware.

4. The directors and officers in office of the surviving corporation at the effective time of the merger shall be the members of the first Board of Directors and the first officers of the surviving corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the by-laws of the surviving corporation.

5. Each issued share of the terminating corporation shall, at the effective time of the merger, be converted into one (1) share of the surviving corporation. The issued shares of the surviving corporation shall not be converted or exchanged in any manner, but each said share which is issued as of the effective time of the merger shall continue to represent one issued share of the surviving corporation.

6. In the event that this Agreement of Merger shall have been fully adopted upon behalf of the terminating corporation and of the surviving corporation in accordance with the provisions of the General Corporation Law of the State of Delaware, the said corporations agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Delaware, and that they will cause to be performed all necessary acts within the State of Delaware and elsewhere to effectuate the merger herein provided for.

7. The Board of Directors and the proper officers of the terminating corporation and of the surviving corporation are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect

put into effect any of the provisions of this Agreement of Merger or of the merger herein provided for.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to authority duly given by their respective Boards of Directors, have caused this Agreement of Merger to be executed by an authorized officer of each party hereto.

Dated: April 3, 2008

Saitek Industries Ltd.

By: /s/ DARREN RICHARDSON  
Name: Darren Richardson  
Title: Chief Executive Officer

Dated: April 3, 2008

Mad Catz, Inc.

By: /s/ Darren RICHARDSON  
Name: Darren Richardson  
Title: Chief Executive Officer

**CERTIFICATE OF SECRETARY OF SAITEK INDUSTRIES LTD.**

The undersigned, being the Secretary of Saitek Industries Ltd., does hereby certify that written consent has been given to the adoption of the foregoing Agreement of Merger by the holders of all of the outstanding stock of said corporation, in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

Dated: April 3, 2008

/s/ WHITNEY PETERSON  
Whitney Peterson, Secretary

**CERTIFICATE OF SECRETARY OF MAD CATZ, INC.**

The undersigned, being the Secretary of Mad Catz, Inc., does hereby certify that written consent has been given to the adoption of the foregoing Agreement of Merger by the holders of all of the outstanding stock of said corporation, in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

Dated: April 3, 2008

/s/ WHITNEY PETERSON  
Whitney Peterson, Secretary