

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sandlot Games		07/23/2008	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Dhruva Infotech (P)
Doing Business As:	DBA Dhruva Interactive
Street Address:	No. 67, 4th Main, 1st Cross, Dumlar 2nd Stage
City:	Bangalore
State/Country:	INDIA
Postal Code:	560 071
Entity Type:	CORPORATION: INDIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77259827	CONGA BUGS

CORRESPONDENCE DATA

Fax Number: (425)482-9180
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 425-486-582 ext 240
 Email: treena@sandlotgames.com
 Correspondent Name: Treena Burton
 Address Line 1: 22030 20th Avenue SE
 Address Line 2: Suite 101
 Address Line 4: Bothell, WASHINGTON 98021

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:
 Address Line 3:

OP \$40.00 77259827

Address Line 4:

NAME OF SUBMITTER:

Treena Burton

Signature:

/treena burton/

Date:

12/29/2008

Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Intellectual Property Assignment Agreement (the "Assignment"), dated as of July 23, 2008, between Sandlot Games, a Washington Corporation, located at 22030 20th Avenue SE, Suite 101, Bothell, WA 98021 ("Assignor"), and DHRUVA INFOTECH (P) LTD doing business as Dhruva Interactive, an Indian Corporation having a principal place of business at No.67, 4th Main, 1st Cross, Domlur 2nd Stage, Bangalore - 560 071, INDIA ("Assignee").

WHEREAS, the Parties entered into an Independent Contractor Agreement dated on June 14, 2007;

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned IP for the Product known as "Conga Bugs"; and

NOW, THEREFORE, in consideration of, among other things, the payment by Assignee of the Purchase Price consisting of ten percent (10%) of online revenue. Assignor and Assignee enter into the Intellectual Property Agreement as follows:

"Agreement" shall mean this Intellectual Property Assignment Agreement.

"Party" means either of Sandlot Games and / or Dhruva and "Parties" shall refer to both of them collectively.

"Intellectual Property" shall mean the trade name, brand name and/or designs, logo having the name "Conga Bugs" as described in Schedule 1 to this Agreement belonging to or owned by Sandlot Games; as well as work done by DHRUVA and the technical knowhow either owned by Sandlot Games or licensed, to the extent Sandlot Games has an unconditional right to use or assign the same as described in Schedule

1. Assignment of Trademarks. Effective as of July 23, 2008, and subject to the terms of this Assignment, Assignor sells, transfers, conveys, assigns and delivers to Assignee irrevocably, unconditionally and absolutely and Assignee accepts all right, title and interest of Assignor in and to (i) the Product "Conga Bugs", and the associated trademarks set forth in Schedule I hereto, (ii) the registrations and applications for registrations thereof and (iii) the goodwill of the business connected with the use thereof and symbolized thereby (the "Assigned Trademarks").

2. Payment of Royalties. Assignee shall pay Assignor royalties equal to ten percent (10%) of Total Net Revenues from the sale and distribution of all online revenue from any online exploitation of the Product. The term Total Net Revenue means a running total of all revenue Assignee actually collects for or related to the Product. Royalties shall be payable monthly, no more than thirty (30) days after the end of each month.

3. Reports; Records. All royalty payments shall be accompanied by a report providing reasonable detail with respect to the distribution of Conga Bugs during the applicable quarter. Assignee shall keep commercially reasonable records with respect to its activities under this Agreement and the amounts payable to Assignor hereunder, including number of games sold and applicable unit pricing. Assignor, upon reasonable advance notice, may cause an independent certified public accounting firm to audit such records, provided that the auditor shall execute a confidentiality agreement in a form provided by Assignee which shall restrict the disclosures by such auditor to only such information as is reasonably required to verify the amounts payable under this Agreement. No audit may be conducted with respect to records more than two years following the end of the applicable fiscal year. Assignor shall bear all expenses of such audit unless such audit reveals that Assignee has underpaid Assignor by an amount of five percent (5%) or more during any quarter, in which event Assignee shall reimburse Assignor for the costs of the audit. Assignee shall promptly pay any uncontested amounts owing to Publisher as revealed by an audit.

4. Further Assurances. Assignor shall record the transfer of ownership of the Product with the United States Patent Trademark Office within thirty days of signing of this Agreement. Assignee agrees to cooperate by providing Assignor with all necessary information to perfect the transfer of ownership.

5. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

6. Governing Law. The substantive laws of the State of Washington, USA shall govern the validity, interpretation, and enforcement of this Assignment Agreement, and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with such substantive laws, all without regard to conflict of law principles.

7. Jurisdiction. Any action commenced hereunder shall be commenced in the courts, state and federal, sitting in King County, Washington, USA and the parties hereby submit to the jurisdiction and venue of such courts, and agree not to raise the issue of forum nonconveniens in any such proceeding.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR

ASSIGNEE

SANDLOT GAMES CORPORATION

DHRUVA INFOTECH (P) LTD

BY: 

BY: 

Name: Daniel Bernstein

Name: K. Rajesh Rao

Title: CEO

Title: CEO

Date: 7/24/08

Date: 24 July 2008

TRADEMARK

REEL: 003910 FRAME: 0438

SCHEDULE I

Assignor: Sandlot Games Corporation

Assignee: Dhruva Interactive

Infotech



The Assigned Product: Conga Bugs

Trademarks: Conga Bugs™ (Application for Registration Pending at the USPTO)

Copyright Works and Notices: To include music, logo, graphics and images.