

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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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
IN2GAMES LIMITED		09/11/2008	PRIVATE LIMITED COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	PERFORMANCE DESIGNED PRODUCTS LIMITED
Street Address:	c/o Arnold & Porter (UK) LLP
Internal Address:	Tower 42, 25 Old Broad Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2N 1HQ
Entity Type:	PRIVATE LIMITED COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3012944	GAMETRAK

CORRESPONDENCE DATA

Fax Number: (603)668-2970  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 6036686560  
 Email: jhobbs@gtp.com  
 Correspondent Name: Grossman, Tucker, Perreault & Pflieger  
 Address Line 1: 55 South Commercial Street  
 Address Line 4: Manchester, NEW HAMPSHIRE 03101

ATTORNEY DOCKET NUMBER:	SOMTM191US
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DOMESTIC REPRESENTATIVE

Name: Teresa C. Tucker  
 Address Line 1: 55 South Commercial Street

OP \$40.00 3012944

Address Line 4: Manchester, NEW HAMPSHIRE 03101

NAME OF SUBMITTER:

Teresa C. Tucker, NH Member

Signature:

/tct/

Date:

02/02/2009

Total Attachments: 5

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THIS DEED is dated 11 September 2008

## PARTIES

- (1) **In2Games Limited** a private company incorporated and registered in England and Wales with company number 03816498 whose registered office is at 2nd Floor, 135 High Street, Rickmansworth, Hertfordshire, WD3 1AR (**Assignor**).
- (2) **Performance Designed Products Limited** a private company incorporated and registered in England and Wales with company number 06305276 whose registered office is at c/o Arnold & Porter (UK) LLP, Tower 42, 25 Old Broad Street, London, EC2N 1HQ (**Assignee**).

## BACKGROUND

- (A) The Assignor is the proprietor of the trade marks registered in the countries listed in Schedule 1 ("Trade Marks").
- (B) The Assignor is the proprietor of the patents registered in the countries specified in Schedule 2 ("Patents").
- (C) By an asset purchase agreement dated 11 September 2008 (the "Agreement") between the Assignor, the Assignee, Performance Designed Products LLC and In2Games HK Limited, the Assignor has agreed to assign all its rights in and to the Trade Marks to the Assignee on the terms set out below.

## AGREED TERMS

### 1. ASSIGNMENT

Pursuant to the sum paid by the Assignee to the Assignor under the Agreement (receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns with full title guarantee to the Assignee absolutely the Trade Marks and Patents and all and any rights in and to the Trade Marks and Patents including the benefit of the applications for registration with the intention that, when the applications are granted, the registrations shall vest in the Assignee and any common law rights and all the goodwill attaching to the Trade Marks and Patents.

### 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 and Patents (including proceedings against any third party for infringement of the Trade Marks and Patents or for passing off or for otherwise infringing the rights of the Assignor in the Trade Marks and Patents).
- 2.2 The Assignor agrees and undertakes to provide the Assignee (at its request) 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 and Patents and the Assignee shall indemnify the Assignor in respect of all costs and expenses (including reasonable legal costs) incurred by it in providing the Assignee with such assistance.

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.

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.

**Schedule 1 - Trade marks**

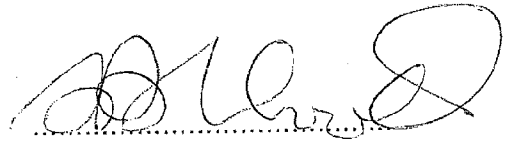
<b>Country</b>	<b>Class</b>	<b>Mark</b>	<b>No.</b>
UK	09, 28, 38, 41	GAMETRAK	2260524
Community Trade Mark	09	GAMETRAK	3568185
USA	09	GAMETRAK	3012944
UK	09	GAMETRAK	2352375
UK	09, 28, 38, 41	IN2GAMES	2461368

**Schedule 2 - Patents**


<b>Country</b>	<b>No.</b>
UK (PCT)	PCT/GB07/001101
UK (PCT)	PCT/GB07/003126
UK	GB0801641.2
UK	GB0801126.4
UK	GB0804603.9
UK	GB0810976.1
UK	GB0808081.4
UK	GB0812533.8
USA	6697760

EXECUTED as a DEED  
by  
IN2GAMES LIMITED

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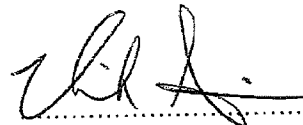


Director

  
.....  
Director/Secretary

Signed as a DEED by PERFORMANCE )  
DESIGNED PRODUCTS LIMITED acting by )  
NICHOLAS SIMMONS, a director, )  
in the presence of: )

)  
)  
)  
)



Director



Name: BEN KIEFT

Address: TOWER 42, 25 OLD BROAD STREET  
LONDON, EC2N 1HQ

Occupation: SOLICITOR