

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Empire Interactive Europe Limited		05/06/2009	LIMITED LIABILITY COMPANY: UNITED KINGDOM

**RECEIVING PARTY DATA**

<b>Name:</b>	New World IP, LLC
<b>Street Address:</b>	16192 Coastal Highway
<b>City:</b>	Lewes
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19958
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	2098096	PRO PINBALL
Registration Number:	2122101	THE WEB
Registration Number:	2131180	FLYING CORPS
Registration Number:	2159355	PRO PINBALL THE WEB
Registration Number:	2334237	EJAY
Registration Number:	2390110	MIG ALLEY
Registration Number:	2432134	ENEMY ENGAGED
Registration Number:	2560044	SPIN JAM
Registration Number:	2777179	SHEEP
Registration Number:	2812147	GHOSTMASTER
Registration Number:	2845719	ENDGAME
Registration Number:	2861957	E
Registration Number:	3125614	FLAT OUT

OP \$365.00 2098096

Registration Number:

3456402

PIPE MANIA

**CORRESPONDENCE DATA**

Fax Number: (262)783-1211

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 262 783-1300

Email: rkmp@rkmiplaw.com

Correspondent Name: John M. Manion

Address Line 1: Ryan Kromholz & Manion, S.C.

Address Line 2: P O Box 26618

Address Line 4: Milwaukee, WISCONSIN 53226-0618

ATTORNEY DOCKET NUMBER:

2245

NAME OF SUBMITTER:

John M. Manion

Signature:

/John M. Manion/

Date:

08/26/2009

**Total Attachments: 6**

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DATED

6 MAY

2009

(1) EMPIRE INTERACTIVE EUROPE LIMITED (in administration)

- and -

(2) IAN JAMES CORFIELD AND JANE BRONWEN MORIARTY

- and -

(3) NEW WORLD IP, LLC

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**ASSIGNMENT**

relating to Intellectual Property rights

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THIS ASSIGNMENT is made on

6 MAY

2009

**BETWEEN**

- (1) **EMPIRE INTERACTIVE EUROPE LIMITED (IN ADMINISTRATION)** (company number 02172439) whose registered office is at 77 Muswell Hill, London N10 3PJ acting by its Administrators ("Assignor");
- (2) **IAN JAMES CORFIELD** and **JANE BRONWEN MORIARTY** both of KPMG LLP at 8 Salisbury Square, London EC4Y 8BB ("Administrators"); and
- (3) **NEW WORLD IP, LLC** (a Delaware limited liability company) whose registered office is at 16192 Coastal Highway, Lewes, DE, 19958, County Sussex, USA ("Assignee")

**BACKGROUND**

- A The Assignor is the owner of certain Intellectual Property Rights, IP Agreements and IP Goodwill ("Intellectual Property") used in connection with the Business.
- B The Administrators were appointed joint administrators of the Assignors on 1 May 2009 by the Bank pursuant to paragraph 14 of schedule B1 to the Insolvency Act 1986. The Assignor has agreed to sell and the Assignee has agreed to purchase the Intellectual Property, pursuant to a sale and purchase agreement dated <sup>1 MAY 2009</sup> ~~the same date hereof~~ (the "Sale Agreement").
- C The Assignor has agreed by the Sale Agreement to assign all of its right, title and interest in the Intellectual Property to the Assignee on the terms and conditions set out below.

**THIS DEED WITNESSES** as follows:

**1. DEFINITIONS**

All defined terms used in the deed of assignment shall have the same meaning as those defined in the Sale Agreement.

**2. GRANT**

- 2.1 In consideration of the sums set out in the Sale Agreement the Assignor assigns absolutely to the Assignee all such right, title and interest as it may have in the Intellectual Property.

**3. PAST INFRINGEMENTS**

The Assignor confirms that the Assignee shall be entitled to sue for past infringements of the rights assigned in clause 2 above and to retain any damages obtained as a result of such action.

**4. FURTHER ASSURANCE**

The Assignor undertakes at the request and reasonable expense of the Assignee to do all acts and execute all documents which may be necessary to confirm the title of the Assignee to any right, title or interest the Assignor may have to the assets assigned in clause 2 above whether to protect the Assignee's rights in the assigned assets or otherwise.

**5. EXCLUSION OF COVENANTS**

No covenant for title or title guarantee of any sort shall be implied into this deed and the exclusions and limitations set out in the Sale Agreement shall apply to this deed as if set out in full in this deed.

**6. EXCLUSION OF ADMINISTRATORS' PERSONAL LIABILITY**

6.1 The Administrators have executed this deed as agents for the Assignor and neither they nor their firm or representatives shall incur any personal liability in respect of it or any document made to implement its terms or any collateral agreement which may exist or be implied in any way in respect of the assigned assets or rights. The Assignee shall keep the Assignor and the Administrators full indemnified in accordance with the terms of the Sale Agreement.

6.2 The Assignee acknowledges that the statutory charges in paragraph 99 of Schedule B1 to the Insolvency Act 1986 shall not apply to any breach by the Administrators of any of its obligations under this agreement.

6.3 This Assignment is intended to take effect as a deed notwithstanding that it has been signed by the Administrators under hand only.

**7. THIRD PARTIES**

A person who is not party to this deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

8. **ENTIRE AGREEMENT**

This Agreement together with the Sale Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.

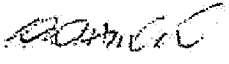
9. **GOVERNING LAW AND JURISDICTION**

This deed shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

IN WITNESS of which this deed has been executed as follows:

Executed as a deed, but not delivered until the )  
first date specified on page 1, by EMPIRE )  
INTERACTIVE EUROPE LIMITED (in )  
administration) acting by one of its )  
Administrators as agent without personal )  
liability in the presence of: )

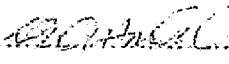
Signature   
Administrator

Witness signature 

Witness name FRANKLYN OFONASO  
(block capitals)  
Witness address 8 SALISBURY SQUARE  
LONDON  
EC4Y 8BB

Executed as a deed but not delivered until the )  
first date specified on page 1 by one of the )  
Administrators for and on behalf of both of )  
them )  
in the presence of:

Signature   
Administrator

Witness signature 

Witness name FRANKLYN OFONASO  
(block capitals)  
Witness address 8 SALISBURY SQUARE  
LONDON  
EC4Y 8BB

Executed as a deed but not delivered until the )  
first date specified on page 1 by NEW )  
WORLD IP, LLC in the presence of:

Signature \_\_\_\_\_

Witness signature:  
\_\_\_\_\_  
Witness name:  
\_\_\_\_\_  
(block capitals)  
Witness address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS of which this deed has been executed as follows:

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first date specified on page 1, by EMPIRE )  
INTERACTIVE EUROPE LIMITED (in )  
administration) acting by one of its )  
Administrators as agent without personal )  
liability in the presence of: )

Signature \_\_\_\_\_  
Administrator

Witness signature \_\_\_\_\_

Witness name \_\_\_\_\_  
(block capitals)  
Witness address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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first date specified on page 1 by one of the )  
Administrators for and on behalf of both of )  
them )  
in the presence of:

Signature \_\_\_\_\_  
Administrator

Witness signature \_\_\_\_\_

Witness name \_\_\_\_\_  
(block capitals)  
Witness address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Executed as a deed but not delivered until the )  
first date specified on page 1 by NEW )  
WORLD IP, LLC in the presence of:

Signature *JG Street*  
John G. Street  
MANAGER

Witness signature: *Susan A. Corbin*

Witness name: *SUSAN A. CORBIN*  
(block capitals)

Witness address: *164 B SUMNER ST*  
*NEW BRITAIN, CT 06840*