

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
Square Enix Limited		02/18/2011	Private Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Driving Game IP Limited
Street Address:	3 Garfield Road
City:	Ryde, Isle of Wight
State/Country:	UNITED KINGDOM
Postal Code:	PO33 2PS
Entity Type:	Private Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2940307	CARMAGEDDON
Registration Number:	2440018	CARMAGEDDON

CORRESPONDENCE DATA

Fax Number: (312)554-8015
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: AEP@pattishall.com
 Correspondent Name: Alexis E. Payne
 Address Line 1: 311 S. Wacker Drive
 Address Line 2: Suite 5000
 Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 2533-4/5

DOMESTIC REPRESENTATIVE

Name: Alexis E. Payne
 Address Line 1: 311 S. Wacker Drive

900199714

TRADEMARK
REEL: 004605 FRAME: 0138

CH \$65.00 2940307

Address Line 2: Suite 5000
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Alexis E. Payne
Signature:	/Alexis E. Payne/
Date:	08/15/2011

Total Attachments: 25

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DATE: 18th February 2011

INTELLECTUAL PROPERTY SALE AND PURCHASE AGREEMENT

between

SQUARE ENIX LIMITED

and

DRIVING GAME IP LIMITED

THIS AGREEMENT is dated 18th February 2011

Parties

- (1) Square Enix Limited (UK registered company number 1804186) whose registered office is at Wimbledon Bridge House, 1 Hartfield Road, London, SW19 3RU ("Seller").
- (2) Driving Game IP Limited (UK registered company number 07177610) whose registered office is at 3 Garfield Road, Ryde, Isle of Wight, PO33 2PS ("Buyer").

BACKGROUND

The Seller has agreed to sell and the Buyer has agreed to purchase all of the Seller's Intellectual Property Rights relating to and subsisting in the "Carmageddon" series of computer games as more particularly specified below on the terms and conditions of this agreement.

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Affiliate: in relation to a party to this agreement, any person or other legal entity which directly or indirectly Controls, is Controlled by, or is under common Control with, such party.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Carmageddon Games: all computer games developed, whether fully or partially, by or on behalf of the IP Owners under the name "Carmageddon", including those computer games set out in Schedule 3.
Carmageddon IP: means: (a) any and all Intellectual Property Rights subsisting in, relating to and/or associated with the Carmageddon Games; (b) the Registered Rights; and (c) all goodwill of an IP Owner (if any) subsisting anywhere in the world attaching to the Registered Rights, the Carmageddon Games and the use of the "Carmageddon" name and/or the names of the Carmageddon Games.

Carmageddon IP Materials: all materials in the possession or control of the Seller embodying any Carmageddon IP, including (without limitation) game designs, artwork, computer software and code, graphics, audio and other assets.

Claim: a claim under the Warranties and a Claim is connected with another Claim if they arise out of the occurrence of the same events or relate to the same subject matter.

Companies Acts: the Companies Act 1985 and the Companies Act 2006.

Completion Date: the date of this agreement.

Control: the right (directly or indirectly) of a person or persons acting together, whether in law or in fact, to secure by means of the holding of shares or other ownership, right (including through securities, contract or otherwise) or voting interest more than 50% of the voting rights or voting capital attaching to all of the shares or ownership interest in that party, or the power to direct the actions of that party by virtue of the control of the composition of the board of directors or other body empowered with decision making powers of that party, that all or a material proportion of the affairs and policies of that party are conducted in accordance with the wishes of that person or persons and Controlling and Controlled shall be construed accordingly.

Encumbrance: any mortgage, charge (fixed or floating), pledge, lien, trust or other security interest or any other agreement or arrangement having similar effect.

Exploitation Agreement: any agreement under which an IP Owner agreed to grant any third party the right to distribute, manufacture under licence, sell or otherwise exploit any of the Carmageddon IP.

Intellectual Property Rights: includes patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

IP Owners: Sales Curve Interactive Limited and every successor in title to Sales Curve Interactive Limited that has owned some or all of the Carmageddon IP, up to and including the Seller.

Interest Rate: interest at a rate equal to 3% (three per cent.) per annum above the base lending rate from time to time of Barclays Bank.

Payment Schedule: the payment terms as provided in Schedule 1 hereto.

Purchase Price: means the aggregate of the Signature Payment, the Deferred Payment and the Sales Revenue Share as detailed in the Payment Schedule.

Registered Rights: those registered Intellectual Property rights (including the domain name), particulars of which are contained in Schedule 2 hereto.

Substantiated Claim: is a Claim in respect of which liability is admitted by the Seller or which has been adjudicated on by a court of competent jurisdiction and no right of appeal lies in respect of such adjudication or the parties are prevented by passage of time or otherwise from making an appeal.

TGN Agreement: the license agreement made as of April 30, 2007 between Eidos Interactive Ltd and TGN, Inc. (including any variations to that licence agreement).

Transfer Documents: the short form trade mark assignment and the Form TM16, a copy of which is attached to this agreement.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

- 1.2 Clause, schedule and paragraph headings do not affect the interpretation of this agreement.
- 1.3 A reference to a clause or a schedule is a reference to a clause of, or schedule to, this agreement. A reference to a paragraph is to a paragraph of the relevant schedule, and a reference to an appendix is to the relevant appendix to this agreement.
- 1.4 Words in the singular include the plural and in the plural include the singular.
- 1.5 **Writing** or **written** includes faxes but not e-mail.
- 1.6 Where the words **include(s)** **including** or **in particular** are used in this agreement, they are deemed to have the words "without limitation" following them.
- 1.7 **Other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

2. SALE AND ASSIGNMENT OF THE CARMAGEDDON IP

- 2.1 Upon execution of this agreement, in consideration of the Purchase Price the Seller:
 - (a) shall sell and assign to the Buyer the entire right, title and interest of the Seller and all of the Seller's Affiliates in the Carmageddon IP;
 - (b) assigns to the Buyer the full benefit of proceeds received and receivable by the Seller under the TGN Agreement which are directly attributable to the Carmageddon Games (**TGN Carmageddon Revenue**);
 - (c) execute the Transfer Documents and provide the executed Transfer Documents to the Buyer; and
 - (d) make reasonable efforts to locate all Carmageddon IP Materials and make all such Carmageddon IP Materials available for collection by the Buyer at the Seller's registered office during normal working hours.
- 2.2 As soon as reasonably practicable following the Completion Date (and in any event within 10 (ten) Business Days of the Completion Date), the Seller shall complete all formalities (including the completion and signing of documents) that are required to transfer full and unconditional ownership and control of the domain name(s) set out in Schedule 2 to the Buyer, including the change of registrant name and change of administrative contact.

- 2.3 The Buyer acknowledges that that the Seller may not be able to locate all of the Carmageddon IP Materials and that therefore the Carmageddon IP Materials delivered by the Seller under clause 2.1(d) may not be all of the Carmageddon IP Materials in the possession or control of the Seller. If the Seller discovers any Carmageddon IP Materials at any time after the Buyer has collected Carmageddon IP Materials from the Seller under clause 2.2(b), the Seller shall promptly either:
- (a) send those Carmageddon IP Materials to the Buyer; or
 - (b) notify the Buyer of the nature of those Carmageddon IP Materials and at the request of the Buyer either destroy those Carmageddon IP Materials or make those Carmageddon IP Materials available for collection by the Buyer at the Seller's registered office during normal working hours.

3. PURCHASE PRICE

- 3.1 The Purchase Price for the Carmageddon IP shall be paid by the Buyer to the Seller in accordance with the Payment Schedule.

All payments of the Purchase Price and Sales Revenue Share (as defined in Schedule 1) shall be paid without deduction, withholding, set-off or counterclaim of any kind into the following account by electronic funds transfer or such other bank account as the Seller may subsequently notify to the Buyer in writing:

Lloyds TSB
City Office
Sort Code: 30-00-02
Swift/BIC: LOYDGB2LCTY
Account GBP: 01124035 (IBAN: GB03 LOYD 3000 0201 1240 35)

All amounts expressed in this agreement as payable by the Buyer are exclusive of any VAT which shall be paid in addition at the then prevailing rate at the same time as payment of the sum on which VAT is chargeable.

4. TGN AGREEMENT

- 4.1 The Seller shall not modify, vary, renew or extend the TGN Agreement in any way that affects any of the Carmageddon Games without obtaining the prior written approval of the Buyer (which shall not be unreasonably withheld).
- 4.2 Within 30 (thirty) days of the Seller receiving any statement, report or notice from TGN, Inc. in respect of the TGN Agreement, the Seller shall provide a copy of that statement, report or notice to the Buyer (which may redacted by the Seller to delete information that relates solely to titles other than the Carmageddon Games).

4.3 Within 30 (thirty) days of the Seller (or any of its Affiliates) receiving any TGN Carmageddon Revenue (as defined in clause 2.1(b)), the Seller shall pay that TGN Carmageddon Revenue to the Buyer in full into such bank account as the Buyer shall notify to the Seller in writing for this purpose by electronic funds transfer.

5 Warranties

5.1 The Seller warrants to the Buyer as follows as the Completion Date:

- (a) the Seller has all requisite power and authority, and has taken all necessary corporate action, to enable it to enter into and perform this agreement;
- (b) the Seller is not engaged in, subject to or threatened by any litigation, administrative, mediation or arbitration proceedings in relation to the Carmageddon IP or the TGN Agreement;
- (c) except for this agreement and the TGN Agreement, neither the Seller nor so far as the Seller is aware (having made no specific enquiries or investigations) is any IP Owner a party to any agreement with any third party under which it has sold, or agreed to sell, nor has any IP Owner granted any third party the option to purchase, any legal or beneficial ownership interest in any Carmageddon IP which has at any time vested in an IP Owner;
- (d) the TGN Agreement is the only Exploitation Agreement which is currently in force and the copy of the TGN Agreement provided by the Seller to the Buyer prior to the Completion Date is a full and complete copy of the TGN Agreement, save for those provisions of the TGN Agreement which relate to titles other than the Carmageddon Games which have been redacted by the Seller;
- (e) at all times prior to the execution of this agreement the Seller and, as far as the Seller is aware having made no specific enquiry, TGN, Inc. have met all of their respective obligations to the other and there is no unremedied breach of the TGN Agreement;
- (f) none of the IP Owners has created or permitted any Encumbrance to be created over any of the Carmageddon IP, which is still in force;
- (g) except for the TGN Agreement, the Seller has not and, so far as the Seller is aware, no other IP Owner has, entered into any agreement or arrangement or given any undertaking that restricts or prevents the future use or exploitation anywhere in the world of any Carmageddon IP owned by the Seller, which is still in force. For the purposes of this warranty (g), the Buyer acknowledges that the Seller's awareness means the actual awareness of the Seller's directors only, having made no enquiries or investigations whether internally or externally of any person including of any internal or external legal advisers or production teams, in order to establish facts or locate documents which would or might reveal any matter which, if not disclosed, would or might constitute or indicate a breach of this warranty).

- (h) the Seller is the sole legal and beneficial owner of all rights, title and interest in the Registered Rights and has not granted any licences to use the Registered Rights that are still in force (other than the TGN Agreement);
- (i) the Seller is not aware, having made no actual enquiries or investigations, of any infringement or likely infringement by any third party of any of the Carmageddon IP (other than any infringement or likely infringement notified to it by the Buyer or the Buyer's Affiliates prior to the execution of this agreement).

5.2 The Buyer shall have no obligation to exploit the Carmageddon IP. As between the Seller (and its Affiliates) and the Buyer, the Buyer shall be free to exploit the Carmageddon IP in any manner as the Buyer in its absolute discretion may decide.

6 LIMITATION OF LIABILITY

6.1 The terms of this Clause 6 limit the liability of the Seller in relation to any Claim.

6.2 The total aggregate liability of the Seller for all Claims shall be limited to the aggregate of the amount of the Purchase Price which has been received by the Seller from the Buyer in accordance with the Payment Schedule.

6.3 The Buyer shall not institute or threaten to institute any legal proceedings against the Seller in respect of a Claim unless the Buyer has first given the Seller written notice of the Claim, specifying (in reasonable detail) the nature of the Claim and the amount claimed, within the period of either 2 (two) years from the first commercial release of a New Carmageddon Game (as defined in Schedule 1) or 3 (three) years beginning with the Completion Date, whichever is the earlier. In addition, the liability of the Seller for any Claim specified in any such notice shall absolutely determine and cease if the amount payable in respect of the relevant Claim has not been agreed by the Seller within 3 (three) months of the date of such written notice and legal proceedings have not been instituted in respect of such Claim by the due service of process on the Seller within 6 (six) months of such written notice.

6.4 The Buyer acknowledges that, in entering into this agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this agreement to the fullest extent permitted by law.

6.5 Subject to and without limiting the scope of clauses 5.1 and 6.4, the Seller does not give any warranty, representation or undertaking:

- (a) as to the usefulness of the Carmageddon IP; or

- (b) that any of the Carmageddon IP is or will be valid or subsisting or (in the case of an application) will proceed to grant; or
- (c) that the Carmageddon IP constitutes all the Intellectual Property Rights necessary in order to use, distribute, manufacture, sell or otherwise deal in the Carmageddon Games or to develop computer games or other products based on or which derive from any of the Carmageddon IP; or
- (d) that the use or exploitation of any of the Carmageddon IP will not infringe any other intellectual property or other rights of any other person.

6.6 Except and only to the extent that a Claim relates to any fact or matter where if proven would constitute a breach of warranty under clause 5 of this agreement, all risks, costs and expense associated with and arising from the exploitation of the Carmageddon IP or the Carmageddon IP Materials shall be borne exclusively by the Buyer.

6.7 Nothing in this Clause 6 applies to a Claim that arises or is delayed as a result of dishonesty, fraud, fraudulent misrepresentation, or wilful concealment by the Seller.

7 CONFIDENTIALITY

7.1 The Buyer and Seller shall:

- (a) subject to clauses 7.3 and 7.4, keep the Confidential Information (as defined in clause 7.2 and 7.3 below) secret;
- (b) ensure that the Confidential Information is protected with no less than the same degree of care and security measures which it would apply to its own confidential information, but in no event applying less than a reasonable standard of care; and
- (d) not directly or indirectly disclose the Confidential Information in whole or in part to any person (or allow it to be disclosed) unless expressly permitted by this agreement.

7.2 For the purpose of this agreement, subject to clause 7.3, **Confidential Information** means:

- (a) the existence and contents of this agreement, the existence and contents of the discussions between the parties and their agents, employees, professional advisers or consultants in connection with this agreement or otherwise about the transaction effected by this agreement;
- (b) all information in whatever form (including without limitation, written, oral, visual or electronic form, or on tape or disk) relating to the other party, and the business, products, intellectual property, know-how, pipeline products, technology, finances, product release dates, projections and other business

and marketing plans and forecasts, employees, customers, distributors, licensees, licensors and any other affairs of the other party, that is directly or indirectly disclosed to the other party or any of its representatives by any agent, employee, professional adviser or consultant of the disclosing party.

7.3 For the purposes of clause 7.2(b), a reference to a party includes any company that is (or was at the Completion Date) an Affiliate of that party. Information is not Confidential Information if it is or subsequently becomes public knowledge, other than as a direct or indirect result of the information being disclosed in breach of this agreement.

7.4 Any party may disclose any other party's Confidential Information:

7.4.1 to such professional advisers, consultants and employees or officers as reasonably necessary from time to time;

7.4.2 with the written consent of that other party;

7.4.3 for the purposes of enforcing the terms of this agreement or any Claim or other cause of action arising from it;

and to the extent that the disclosure of Confidential Information is otherwise required by law or a regulatory body, tax authority, or securities exchange.

7.5 The Buyer and its Affiliates may at their sole discretion:

7.5.1 publicly announce the transaction effected by this agreement at such time and in such manner as they shall at their sole discretion decide; and

7.5.2 disclose the existence and contents of this agreement in connection with the exploitation of the Carmageddon IP and in connection with obtaining Development Funding (as defined in Schedule 1)

8 FURTHER ASSURANCE

The Seller shall (at the Buyer's expense) promptly execute and deliver all such documents, and do all such things, as the Buyer may from time to time reasonably require for the purpose of giving full effect to or confirming the provisions of this agreement.

9 ASSIGNMENT

9.1 Except as otherwise provided in this agreement, no party may assign any of its rights under this agreement.

9.2 Until either: (i) 18 (eighteen) months from the Completion Date; or (ii) the date on which the Seller has received all sums due and payable under this agreement, including an amount equal to the Maximum Additional Sum (as defined in Schedule 1), whichever is the earlier, except as provided in clause 9.3, the Buyer shall not:

- (a) sell, transfer or enter into any licence or other arrangement which is tantamount to a sale, of all or a substantial part of the Carmageddon IP to any third party; or
- (b) mortgage or charge all or a substantial part of the Carmageddon IP.

9.3 The restriction set out in clause 9.2 shall not apply:

- (a) to a licence, sale, mortgage, charge or transfer of all or a substantial part of the Carmageddon IP that has been approved in advance by the Seller in writing which it may give or withhold in its absolute discretion; or
- (b) to the licensing of the Carmageddon IP in the ordinary course of the exploitation and on independent arm's length commercial terms of the Carmageddon IP by or on behalf of the Buyer, such as that envisaged by the definition of Gross Sales Revenue in paragraph 5(a) of Schedule 1.

9.4 For the purposes of this clause 9., a licence, sale, mortgage, charge or transfer of any of the registered Trade Marks and/or associated goodwill shall constitute a substantial part of the Carmageddon IP.

10 ENTIRE AGREEMENT

10.1 This agreement, and any documents referred to in it, constitute the whole agreement between the parties and their respective Affiliates and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

10.2 Nothing in this clause operates to limit or exclude any liability for fraud.

11 VARIATION

11.1 A variation of this agreement shall be in writing and signed by or on behalf of each party.

11.2 Any waiver of any right under this agreement is only effective if it is in writing and signed by the waiving or consenting party and it applies only in the circumstances for which it is given and shall not prevent the party who has given the waiver from subsequently relying on the provision it has waived.

11.3 No failure to exercise or delay in exercising any right or remedy provided under this agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof.

11.4 No single or partial exercise of any right or remedy under this agreement shall preclude or restrict the further exercise of any such right or remedy.

11.5 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

12 COSTS

Unless otherwise provided, all costs and expenses in connection with the negotiation, preparation, execution and performance of this agreement, and any documents referred to in it, shall be borne by the party that incurred the costs.

13 NOTICE

13.1 A notice given under this agreement:

13.1.1 shall be in writing in the English language (or be accompanied by a properly prepared translation into English);

13.1.2 shall be sent for the attention of the person, and to the address or fax number, given in this clause 13 (or such other address, fax number or person as the relevant party may notify to the party); and

13.1.3 shall be:

13.1.3.1 delivered personally; or

13.1.3.2 delivered by commercial courier; or

13.1.3.3 sent by fax; or

13.1.3.4 sent by pre-paid first-class post or recorded delivery; or

13.1.3.5 (if the notice is to be served by post outside the country from which it is sent) sent by registered airmail.

13.2 The addresses for service of notice are:

13.2.1 Square Enix Limited

Address: Wimbledon Bridge House, 1 Hartfield Road, London, SW19 3RU.

For the attention of: Head of Legal & Business Affairs

Fax number: +44 (0)20 8636 3001

13.2.2 Driving Game IP Limited

Address: 3 Garfield Road, Ryde, Isle of Wight, PO33 2PS.

For the attention of: Matt Edmunds

Fax number: 01983 827220

13.3 A notice is deemed to have been received:

13.3.1 if delivered personally, at the time of delivery; or

13.3.2 if delivered by commercial courier, at the time of signature of the courier's receipt;
or

13.3.3 if sent by fax, at the time of transmission; or

13.3.4 if sent by pre-paid first class post, recorded delivery or registered post, 48 hours
from the date of posting; or

13.3.5 if deemed receipt under the previous paragraphs of this clause 13.3 is not within
business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a
Business Day), when business next starts in the place of receipt.

13.4 To prove service, it is sufficient to prove that the notice was transmitted by fax to the
fax number of the party or, in the case of post, that the envelope containing the notice
was properly addressed and posted.

13.5 A notice under this agreement shall not be valid if sent by e-mail.

14 INTEREST ON LATE PAYMENT

Where a sum is required to be paid under this agreement but is not paid before or
on the date the parties agreed, without prejudice to any other remedy available to
the receiving party under the terms of this agreement or otherwise, the party due
to pay the sum shall also pay interest on that sum at the Interest Rate for the period
beginning with that date and ending with the date the sum is paid (and the period
shall continue after as well as before judgment). Interest shall accrue on a daily basis
and be compounded quarterly.

15 SEVERANCE

15.1 If any provision of this agreement (or part of a provision) is found by any court or
administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the
other provisions shall remain in force.

15.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal
if some part of it were deleted, the provision shall apply with whatever modification is
necessary to give effect to the commercial intention of the parties.

16 THIRD PARTY RIGHTS

This agreement and the documents referred to in it are made for the benefit of the parties to them and their successors and permitted assigns, and are not intended to benefit, or be enforceable by, anyone else.

17 SUCCESSORS

The rights and obligations of the parties shall continue for the benefit of and shall be binding on their respective permitted successors and assigns.

18 COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document. For the purposes of execution, faxed signatures shall be binding. A party which provides a faxed, signed counterpart to the other party on execution agrees to provide original, signed counterparts to the other party within fourteen days of execution of this agreement.

19 GOVERNING LAW AND JURISDICTION

19.1 This agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England and Wales.

19.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been executed and delivered as a deed by each of the parties or their duly authorised representative(s) on the date stated at the beginning of it.

Schedule 1: Payment Schedule

Signature Payment

The Buyer shall pay to the Seller the sum of £90,000 within 3 (three) Business Days of the Completion Date (**Signature Payment**).

The Deferred Payment

The Buyer shall pay to the Seller the sum of £100,000 on the calendar day 180 days from the date of execution of this agreement (**the Deferred Payment**).

The Sales Revenue Share

1. Subject to paragraph 2 below, in addition to the Signature Payment and the Deferred Payment, from the date of execution of this agreement the Buyer shall pay to the Seller an amount (**the Sales Revenue Share**) equal to 5% (five per cent.) of Gross Sales Revenue (as defined below).

2. The maximum Sales Revenue Share payable to the Seller shall be the sum of £200,000 (exclusive of VAT) (**the Maximum Additional Sum**). The Buyer may at any time terminate the obligation to pay Sales Revenue Share to the Seller by paying the Seller an amount equal to the Maximum Additional Sum, less the amount of the Sales Revenue Share that the Buyer has then paid to the Seller (if any).

3. Within thirty days after the end each Accounting Period (as defined below) the Buyer shall provide the Seller with a statement detailing the Gross Sales Revenue in the preceding Accounting Period and the amount of the Sales Revenue Share which has become due as a result. The Buyer shall pay to the Seller the relevant Sales Revenue Share identified in such statement within 14 days of the issue of the statement without deduction, set-off, withholding or counterclaim of any kind (unless the amount of that Sales Revenue Share is £250 (two hundred and fifty pounds sterling) or less in which case the Buyer shall carry forward that amount to the next Accounting Period).

4. The Buyer shall maintain accurate books of account in respect of all Gross Sales Revenue and shall retain all supporting records, receipts and vouchers relating thereto to the extent necessary to verify the Gross Sales Revenue and shall ensure that the said books of account are preserved until all sums due and payable to the Seller under this agreement, including an amount equal to the Maximum Additional Sum, have been received by the Seller. The Buyer shall inform the Seller of the whereabouts of the books of account and supporting records and documents at the request of the Seller and shall permit the Seller, and/or its nominated agent, access to all such accounts and records to enable the Seller to be able to verify the amount of Sales Revenue Share payable to it under this agreement, on not less than 10 (ten) Business Days' prior notice given at any time (but not more than once in any period of 12 (twelve) months. Any such inspection shall take place during normal

business hours at the location where such accounts and records are maintained and the Seller agrees not to conduct such inspection in a manner which will unreasonably interfere with the Buyer's daily business operations. The Seller may take such copies of documents as it considers relevant and necessary. Any such inspection and the taking of copies shall, subject to the next sentence of this paragraph 4, be at the sole expense of the Seller. In the event that such inspection reveals that a statement rendered by the Buyer pursuant to paragraph 3 above is understated by more than five per cent (5%) or £5,000 (whichever is the greater), the Licensee shall pay for the Seller's reasonable costs and expenses (including reasonable professional fees) of such inspection together with payment of the amount of the underpayment plus interest at the Interest Rate calculated from the due date of the statement under paragraph 3 above until the date of actual payment of the balance due.

5. In this Schedule 1:

- (a) **Gross Sales Revenue** means all revenue (including licence fees, royalties or any other consideration) received by the Buyer (or by any Affiliate of the Buyer or by any third party on the Buyer's behalf) in respect of the reproduction, sale, licence, distribution or other exploitation of (i) the whole or any part of the Carmageddon IP and/or (ii) any New Carmageddon Game without any deduction whatsoever (except only for the amount of any VAT charged on such sums), but excluding any Development Funding.
- (b) **Development Funding** means any sums received by the Buyer (or by any Affiliate of the Buyer or by any third party on the Buyer's behalf) to enable or assist the Buyer to create a New Carmageddon Game or products or services based on all or any part of the Carmageddon IP.
- (c) **Accounting Period** means the period of three calendar months commencing on the Quarter Day (as defined below) immediately preceding the day on which the Buyer first receives any Gross Sales Revenue and every subsequent period of three months up to and including the period of 3 (three) months in which the Sales Revenue Share reaches the Maximum Additional Sum.
- (d) **Quarter Days** means 31 March, 30 June, 30 September and 31 December.
- (e) **New Carmageddon Game**: means a new computer game developed by, for or under licence from the Buyer for replay on any media, console or platform of any kind whether now known or developed hereafter and which (a) uses or is based on all or any part of the Carmageddon IP; or (b) is released under a title including the word "CARMAGEDDON" with or without any prefix, suffix, logo, sub-title, strap line or other words; or (c) is otherwise marketed as a prequel, sequel, add-on or spin-off from any Carmageddon Game.

Schedule 2: Registered Rights

Registered Trade Marks

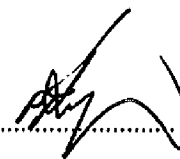
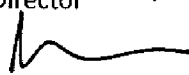

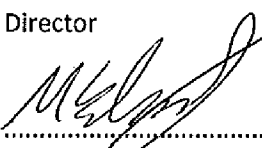
Trade Mark No.	Mark Text	File Date	Status	Nice Classes
E767384	CARMAGEDDON	06/03/1998	Registered	09 16 25
E1601798	CARMAGEDDON	10/04/2000	Registered	28 38 41
2940307 (US Reg.)	CARMAGEDDON	18/03/2000	Registered	41
2900973 (US Reg.)	CARMAGEDDON TDR 2000	11/02/2000	Registered	09
2440018 (US Reg.)	CARMAGEDDON	03/04/2001	Registered	09

Domain Names

www.carmageddon.com

Schedule 3: Carmageddon Games

Carmageddon Games	
Main versions:	Carmageddon (PC and Mac versions)
	Carmageddon 2: Carpocalypse Now
	Carmageddon TDR 2000
Console versions:	Carmageddon (PS1 version)
	Carmageddon 64
Handheld versions:	Carmageddon (GameBoy Colour version)
Mobile versions:	Carmageddon (Mobile)
	Carmageddon 3D
Expansion packs:	The Nosebleed Pack
	Carmageddon Max Pack
	Carmageddon Splat Pack
Unreleased Versions	Carmageddon PSP
	Carmageddon TV
	Carmageddon 4
	Carmageddon Gizmondo

<p>Executed as a deed by Phil Rogers for and on behalf of Square Enix Limited</p>	 Director  Director /Secretary
<p>Executed as a deed by Patrick Buckland for and on behalf of Driving Game IP Limited</p>	 Director  Director /Secretary

Deed of Assignment of Trade Marks

- (1) **Square Enix Limited**
- (2) **Driving Game IP Limited**

Dated 18th Feb 2011

Osborne Clarke

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This Deed is made on

18th February

2011

Between:

- (1) **Square Enix Limited** (company number 1804186) whose registered office is at Wimbledon Bridge House, 1 Hartfield Road, London, SW19 3RU ("**SEL**"); and
- (2) **Driving Game IP Ltd** (company number: 07177610), whose registered office is at 3 Garfield Road, Ryde, Isle Of Wight, PO33 2PS (the "**DGL**").

Background:

- (A) SEL is the proprietor of the Trade Marks (as defined below). SEL was previously called Eidos Interactive Limited.
- (B) Pursuant to an agreement dated on or around the date of this Agreement (the "**Sale Agreement**"), SEL has agreed to sell and DGL has agreed to purchase all intellectual property rights owned by SEL in the series of computer games known as "Carmageddon" including the Trade Marks.

It is agreed as follows:

1. Definitions and interpretation

In this Agreement, unless the context otherwise requires, the following definitions shall apply:

"**Agreement**" means this Agreement (including any schedule or annexure to it and any document in agreed form).

"**Trade Marks**" means the registered trade marks owned by SEL, details of which are set out in the Schedule.

2. Assignment

Pursuant to and for the consideration set out in the Sale Agreement, SEL irrevocably and unconditionally assigns to DGL all rights, title and interests of SEL in the Trade Marks and all goodwill of SEL symbolised by and attaching to the Trade Marks.

3. Proceedings

The assignment effected by clause 2 shall include, without limitation, all rights of action, powers and benefits arising from ownership of the Trade Marks, including the right to sue for infringement of the Trade Marks or for passing off and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to, on or after the date of this Agreement.

4. Further assurance

SEL will at the request and sole expense of DGL execute such further documents as may reasonably be required to vest in DGL the rights, titles and interests expressed to be assigned by clause 2 and defeat any challenge to the validity of and resolve any questions concerning the Trade Marks..

5. Entire agreement

This Agreement and the Sale Agreement referred to in Recital B sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement. For the avoidance of any doubt, the transaction effected by this Agreement is subject in all respects to the limitations of liability contained in clause 6 of the Sale Agreement and no warranty is given or made in relation to any of the rights referred to in clause 2 of this Agreement in addition to those express warranties contained in clause 5 of the Sale Agreement.

6. Counterparts

This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document. For the purposes of execution, faxed signatures shall be binding. A party which provides a faxed, signed counterpart to the other party on execution agrees to provide original, signed counterparts to the other party within 14 (fourteen) days of execution of this Agreement.

7. Governing law and jurisdiction

7.1 This Agreement shall be governed by and construed in accordance with English law.

7.2 Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England.

8. Exclusion of third party rights

Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

9. Waiver

No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.

In witness this Deed has been executed and delivered as a deed by each of the parties or their duly authorised representative(s) on the date appearing at the head of page 1.

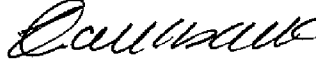
The Schedule
(Details of the Registrations)

Trade Mark No.	Territory	Mark Text	Filing Date	Status	Nice Classes
E767384	European Community	CARMAGEDDON	06/03/1998	Registered	09, 16, 25
E1601798	European Community	CARMAGEDDON	10/04/2000	Registered	28, 38, 41
2940307	US	CARMAGEDDON	18/03/2000	Registered	41
2900973	US	CARMAGEDDON TDR 2000	11/02/2000	Registered	09
2440018	US	CARMAGEDDON	03/04/2001	Registered	09

Executed as a Deed by
Square Enix Limited
in the presence of:

)
)
)


Signature of witness:



Name:

L. Kaulback

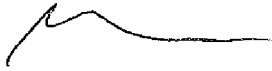
Address:

244 Barnett Wood Lane
KT21 2BY

Occupation:

Solicitor

Executed as a Deed by Patrick Buckland)
on behalf of Driving Game IP Limited)
in the presence of:)



(PATRICK BUCKLAND)

Signature of witness:



Name:

MATT EDMUNDS

Address:

77 Elm Grove, Newport, PO30 1RN

Occupation:

COMPANY DIRECTOR