

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
Warner Bros. Entertainment Inc.		01/14/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Electronic Arts Inc.		
Street Address:	209 Redwood Shores Parkway		
City:	Redwood City		
State/Country:	CALIFORNIA		
Postal Code:	94065		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2206268	BLITZ	
Registration Number:	2215166	BLITZ	
Registration Number:	3146709	BLITZ THE LEAGUE	
Registration Number:	3428765	BLITZ OVERTIME	
CORRESPONDENCE DATA			
Fax Number:	(650)628-1422		
Phone:	650-628-1500		
Email:	trademarks@ea.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Vineeta Gajwani		
Address Line 1:	209 Redwood Shores Parkway		
Address Line 2:	Legal Dept.		
Address Line 4:	Redwood City, CALIFORNIA 94065		
ATTORNEY DOCKET NUMBER:	BLITZ TM ASSIGNMENTS		

CH \$115.00 2206268

NAME OF SUBMITTER:	Vineeta Gajwani, Attorney of Record
Signature:	/vg/
Date:	02/07/2012
Total Attachments: 5 source=Warner Bros. Entertainment Inc., Quitclaim Agreement, 01_14_2011, Blitz Brand#page1.tif source=Warner Bros. Entertainment Inc., Quitclaim Agreement, 01_14_2011, Blitz Brand#page2.tif source=Warner Bros. Entertainment Inc., Quitclaim Agreement, 01_14_2011, Blitz Brand#page3.tif source=Warner Bros. Entertainment Inc., Quitclaim Agreement, 01_14_2011, Blitz Brand#page4.tif source=Warner Bros. Entertainment Inc., Quitclaim Agreement, 01_14_2011, Blitz Brand#page5.tif	

QUITCLAIM AGREEMENT

IT IS HEREBY AGREED that this Quitclaim Agreement ("Agreement") is made as of January 14, 2011 (the "Effective Date"), by and between Warner Bros. Entertainment Inc., with a place of business at 4000 Warner Blvd, Burbank, CA 91522 ("Assignor") and Electronic Arts Inc., with a place of business at 209 Redwood Shores Parkway, Redwood City, California 94065 ("Assignee")

In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **QUITCLAIM:** Assignor hereby quitclaims, assigns, transfers and sets over unto Assignee all of its right, title and interest in and to the Blitz sports video game, the Blitz brand and any and all revisions thereof (the "Blitz Brand"), including all materials, intellectual property, documents and assets as enumerated on Exhibit "A" attached hereto and by this reference made a part of this Agreement, provided, however, that in the event any assets listed in Exhibit "A" require consent of a licensor or other party, such asset shall not be assigned unless and until Assignor receives appropriate consent from such third party; and in such instance, Assignor shall promptly deliver any such assets to Assignee upon receipt of the appropriate consent. For clarity, Assignor will use good faith efforts to obtain such consents, but does not guarantee its ability to obtain such consents. Assignor will, upon execution of this Agreement, deliver to Assignee the materials and/or execute the appropriate instruments to complete the transfer of such materials listed on Exhibit "A". Notwithstanding the foregoing, this quitclaim excludes any and all properties, rights materials and assets derived or obtained from third parties (including, but not limited to, NFL trademarks, music licenses, software licenses, etc).

2. **REPRESENTATIONS AND WARRANTIES:** Assignor hereby represents and warrants that Assignor has not heretofore granted, assigned, hypothecated or otherwise disposed of any of Assignor's right, title or interest heretofore acquired by it in or to the Blitz Brand and that, to the best of Assignor's knowledge, as of the date of this Agreement, there is not now outstanding any litigation or threat of litigation or claim or threats of claims by any person, firm or corporation which affect or are concerned with or any way touch upon any of the rights, licenses, privileges and property quitclaimed to Assignee pursuant to this Agreement. Except as expressly provided in this paragraph, Assignor makes no other representations or warranties.

3. **INDEMNIFICATION:** Assignee will indemnify, defend, save and hold Assignor harmless from and against any and all claims, damages, liabilities, costs and expenses (including outside attorneys' fees and expert witness fees) arising out of or resulting from the exploitation of the Blitz Brand (other than claims arising out of a breach of Assignor's representations or warranties contained herein).

4. **FURTHER DOCUMENTS:** Assignor hereby agrees to execute and deliver, or cause to be executed and delivered, all such documents, and do all such things as may be reasonably necessary and proper to carry out and effectuate the intents and purposes of this Agreement, and particularly, without limiting the generality of the foregoing, Assignor will execute and deliver, or cause to be executed and delivered, to Assignee such instruments as may be necessary and proper to vest in Assignee the rights herein assigned to Assignee as a matter of record in the United State Copyright Office, all without any further payment by or cost or expense to Assignee other than customary recording charges.



5. MISCELLANEOUS:

5.1 This Agreement will be binding upon and shall inure to the benefit of the parties' respective heirs, executors, administrators, trustees, successors and assigns. This Agreement, and any rights or obligations under this Agreement, may be assigned by Assignee at any time.

5.2 All notices and statements shall be in writing and shall, together with any payments, be delivered personally by hand delivery or by United States Postal Service, certified, return receipt requested, Federal Express or other internationally recognized receipted overnight or courier service, postage prepaid, or sent by a confirmed (confirmation report printed) facsimile transmission with follow up copy sent by one of the aforesaid means (failure to send follow up copy by other means shall be deemed failed delivery of notice) to the intended party at the address set forth at the beginning of this Agreement.

5.3 Assignee and Assignor are prohibited from making disclosure of any of the terms of this Agreement to any third party without prior written consent of the other; provided, however, that disclosure may be made: (i) to the extent necessary to comply with governmental disclosure requirements; (ii) to any financial or legal representatives, owners, parents, affiliates and partners; and (iii) as may be necessary and appropriate in connection with the performance and enforcement of this Agreement or in connection with Assignee's exploitation of rights under this Agreement. Any party to whom disclosure is made hereunder will likewise be bound by the terms of this paragraph. In addition, Assignor shall not, and shall not allow any of its representatives to, make any statements to the press or any media service or distribute or circulate any written release, promotional literature, news story, advertising, publicity or communications of any kind to any third party regarding the subject matter of this Agreement, Assignee, its affiliates, employees, publishing services, operations, businesses and/or activities, without Assignee's prior written approval.

5.4 Neither party shall represent itself as the agent nor legal representative of the other party for any purpose whatsoever and neither party shall have the right to create or assume any obligation of any kind, express or implied, for or on behalf of the other party in any way whatsoever. This Agreement shall not create or be deemed to create an agency, partnership, or joint venture between the parties.

5.5 This Agreement shall be construed in accordance with the laws of the State of California of the United States of America without regard to its conflicts of laws provisions. Any and all controversies, claims or disputes arising out of or related to this Agreement or the interpretation, performance or breach thereof, including, but not limited to, alleged violations of state or federal statutory or common law rights or duties, and the determination of the scope or applicability of this agreement to arbitrate ("Dispute"), except as set forth in subparagraph 5.5.2 below, shall be resolved according to the procedures set forth in subparagraph 5.5.1, below, which shall constitute the sole dispute resolution mechanism hereunder:

5.5.1 In the event that the parties are unable to resolve any Dispute informally, then such Dispute shall be submitted to final and binding arbitration. The arbitration shall be initiated and conducted according to either the JAMS Streamlined (for claims under \$250,000) or the JAMS Comprehensive (for claims over \$250,000) Arbitration Rules and Procedures, except as modified herein, including the Optional Appeal Procedure, at the Los Angeles office of JAMS, or its successor ("JAMS") in effect at the time the request for arbitration is made (the "Arbitration Rules"). The arbitration shall be conducted in Los Angeles County before a single neutral arbitrator appointed in accordance with the Arbitration Rules. The arbitrator shall follow California law and the Federal Rules of Evidence in adjudicating the Dispute. The parties waive the right to seek punitive damages and the arbitrator shall have no Authority to award such damages. The arbitrator will provide a detailed written statement of decision, which will be part of the arbitration award and admissible in any judicial proceeding to confirm,



correct or vacate the award. Unless the parties agree otherwise, the neutral arbitrator and the members of any appeal panel shall be former or retired judges or justices of any California state or federal court with experience in matters involving the entertainment industry, including the interactive entertainment industry. If either party refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction in Los Angeles County. The party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, incurred in enforcing the award, to be paid by the party against whom enforcement is ordered.

5.5.2 Any Dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of this Agreement), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Los Angeles County.

5.6. The terms of this Agreement shall not be modified except by a written amendment signed by both parties hereto. The waiver by either party of any breach of this Agreement by the other must be in writing and shall not be deemed to be a waiver of any other breach.

5.7 If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect the validity or enforceability of any of the remaining provisions, which shall continue to remain in full force and effect.

5.8 This Agreement represents the understanding between Assignor and Assignee and shall supersede any and all previous representations, understandings, or agreements, whether oral or written, between Assignor and Assignee with respect to the Blitz Brand and the subject matter of this Agreement.

5.9 This Agreement may be executed by facsimile and in any number of counterparts, all of which together will constitute one instrument.

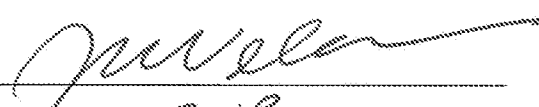
IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, and intending to be legally bound, have executed this Agreement as of the Effective Date.

AGREED TO & ACCEPTED BY:

WARNER BROS. ENTERTAINMENT INC.

By: _____

Its: _____


SVP

AGREED TO & ACCEPTED BY:

ELECTRONIC ARTS INC.

By: _____

Its: _____







EXHIBIT "A"

COPYRIGHT:

Registered:

NFL Blitz

NFL Blitz 2000 Gold Edition

NFL Blitz '99

NFL Blitz 2003

Blitz the League

Blitz the League II

Other:

NFL Blitz 2000

NFL Blitz 2001

NFL Blitz 20-02

NFL Blitz Special Edition

NFL Blitz 20-03

NFL Blitz Pro

TRADEMARKS:

BLITZ (Class 9)

BLITZ (Class 28)

BLITZ THE LEAGUE (Class 9)

BLITZ OVERTIME (Class 9)

DOCUMENTS:

Documents marked with a (*) will be assigned only in the event that Assignor can obtain consent from the applicable party.

1. Criterion software - (distribution license)
2. Criterion Software – (source code)



3. *Lawrence Taylor – (name and likeness) (Blitz the League and Blitz the League II)
4. *Giraffe Projections (Jay Mohr) (name and likeness) (Blitz the League II)
5. *Frank-O-Matic Inc. (Frank Caliendo) (name and likeness) (Blitz the League II)
6. *William Romanowski – (name and likeness) (Blitz the League)
7. *Logitech license agreement (audio sdk) (Blitz the League and Blitz the League II)
8. *CRI Middleware (movie player) (Blitz the League and Blitz the League II)
9. T-26 Font License (Blitz the League and Blitz the League II)
10. Harris Publications – Advertising Agreement (Blitz the League)
11. Hip Hop Beverage Corporation – Advertising Agreement (Blitz the League)
12. iRiver – Advertising Agreement (Blitz the League)
13. BEEZEETEEES, Inc. –Advertising Agreement (Blitz the League)
14. East Coast Foods, Inc. – Advertising Agreement (Blitz the League)

ASSETS:

1. Multiple builds of Blitz 2002, including full backups of source code and assets.
2. Full backup of Blitz the League
3. Full backup of Blitz the League II

