

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
SpinTop Media Inc.		01/01/2012	CORPORATION: CANADA

RECEIVING PARTY DATA	
Name:	EA International (Studio and Publishing) Ltd.
Street Address:	Lom Building, 27 Reid Street
City:	Hamilton, HM 11
State/Country:	BERMUDA
Entity Type:	COMPANY: BERMUDA

PROPERTY NUMBERS Total: 15		
Property Type	Number	Word Mark
Serial Number:	77059509	MYSTERY P.I.
Serial Number:	77249491	SPINTOP
Serial Number:	77263079	AMAZING ADVENTURES THE LOST TOMB
Serial Number:	77471007	AMAZING ADVENTURES AROUND THE WORLD
Serial Number:	77647851	ESCAPE ROSECLIFF ISLAND
Serial Number:	77822197	AMAZING ADVENTURES THE CARIBBEAN SECRET
Serial Number:	77976318	AMAZING ADVENTURES THE LOST TOMB
Serial Number:	78751262	MAHJONG ESCAPE
Serial Number:	78850485	MYSTERY SOLITAIRE
Serial Number:	85020031	ESCAPE WHISPER VALLEY
Serial Number:	85101571	MYSTERY P.I.
Serial Number:	85108429	MYSTERY P.I.
Serial Number:	85112427	VACATION QUEST
Serial Number:	85202250	AMAZING ADVENTURES THE FORGOTTEN DYNASTY
Serial Number:	85272766	ESCAPE THE EMERALD STAR

OP \$390.00 77059509

CORRESPONDENCE DATA

Fax Number: 2063599000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2063598000

Email: pctrademarks@perkinscoie.com

Correspondent Name: Lynne E. Graybeal c/o Perkins Coie LLP

Address Line 1: 1201 Third Avenue, Suite 4900

Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:

63250-4000.0000.GX87

DOMESTIC REPRESENTATIVE

Name: Lynne E. Graybeal c/o Perkins Coie LLP

Address Line 1: 1201 Third Avenue, Suite 4900

Address Line 4: Seattle, WASHINGTON 98101

NAME OF SUBMITTER:

Julianne A. Henley

Signature:

/Julianne A. Henley/

Date:

08/01/2012

Total Attachments: 8

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INTANGIBLE PROPERTY ASSIGNMENT AGREEMENT FOR THE SPINTOP IP
BETWEEN
SPINTOP MEDIA, INC.
AND
EA INTERNATIONAL (STUDIO AND PUBLISHING) LTD.

THIS INTANGIBLE PROPERTY ASSIGNMENT AGREEMENT FOR THE SPINTOP IP (this "*Assignment Agreement*") is made and entered into effective as of January 1, 2012 (the "*Effective Date*") by and between:

SPINTOP MEDIA INC., a company organized under the laws of British Columbia with its office located at 896 Cambie Street, Suite 302, Vancouver, British Columbia V6B 2P6 ("*Assignor*")

and

EA INTERNATIONAL (STUDIO AND PUBLISHING) LTD., a company organized under the laws of Bermuda with its office located at LOM Building, 27 Reid Street, Hamilton, HM 11, Bermuda ("*Assignee*").

(Assignor and Assignee are collectively referred to as the "*Parties*" and individually referred to as a "*Party*")

RECITALS

WHEREAS, pursuant to that certain Intangible Property Purchase Agreement for the SpinTop IP effective as of January 1, 2012 by and between the Parties (the "*Purchase Agreement*") and subject to the terms of the Purchase Agreement, Assignor transferred inter alia all Intangible Property (as defined herein) relating to the business carried on by Assignor effective as of January 1, 2012 to Assignee with effect from that date.

WHEREAS, pursuant to section 2.3 of the Purchase Agreement, Assignor agreed at the request of Assignee to execute and deliver all instruments of transfer, conveyance and assignment, as, and to the extent, necessary or convenient to evidence the conveyance, transfer and assignment by Assignor to Assignee of all of Assignor's right, title and interest in and to the Intangible Property.

WHEREAS, to further the Parties' business purposes and for good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee wishes to obtain by assignment, and Assignor wishes to assign to Assignee, all right, title and interest in the Intangible Property by entering into this confirmatory Assignment Agreement.

Now, therefore, the Parties agree as follows:

1. Assignment of Intangible Property. Assignor hereby transfers, assigns and conveys to Assignee all of Assignor's right, title and interest, of whatever kind and nature forever and throughout the universe, including all causes of action, in either law or equity, for past, present, and future claims, in and to the Intangible Property. "*Intangible Property*" shall mean any or all of the following: (i) all patent rights; (ii) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, confidential information, know how, technology, processes, designs, and all documentation relating to any of the foregoing; (iii) all works of authorship in any media, and all copyrights, copyright registrations and applications therefore, and all other rights, including authors' or

moral rights, rights to make derivative works and neighboring rights, corresponding thereto throughout the world; (iv) all trade names, logos, common law trademarks and service marks, Internet domain names, trademark and service mark registrations and applications therefore throughout the world; (v) all computer software, including all source code, object code, firmware, development tools, files, records and data, and all media on which any of the foregoing is recorded; (vi) with respect to subsections (i), (iii) and (iv) above, all corresponding recordings, licenses or similar agreements; and (vii) any other intellectual property or proprietary rights and (viii) any similar or equivalent rights to any of the foregoing anywhere in the world, owned or otherwise held by Assignor as of the Effective Date. For the sake of clarity, "Intangible Property" includes but is not limited to the registered intellectual property set forth on Schedule A attached hereto and all rights to receive any of the foregoing, rights corresponding to the foregoing and all proceeds thereof. In the event that any Intangible Property that is owned by, or filed in the name of, Assignor, but not included in Schedule A is identified, discovered or found, then Assignor shall duly transfer, assign and convey such Intangible Property to Assignee and such Intangible Property shall be deemed to be incorporated and be deemed part of such Schedule A. Assignor represents that Assignor has all of the rights, titles, and interests to convey the Intangible Property as set forth herein, and covenants that Assignor has not made any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed except as may have occurred within the ordinary course of Assignor's business.

2. Authorizations. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and the appropriate empowered officials or issuing authorities in relevant jurisdictions outside the United States, as applicable, to record the transfer of all trademark registrations and applications and all patents and patent applications, included in the Intangible Property, respectively, to Assignee as assignee of Assignor's entire right, title and interest therein, and to issue to Assignee all trademark registrations and all patents referred to above which may issue with respect to such Intangible Property in or outside the United States, in accordance with this Assignment Agreement. Assignor hereby authorizes the Registrar of Copyrights of the United States and other empowered officials of the United States Copyright Office and the appropriate empowered officials or issuing authorities in relevant jurisdictions outside the United States to record the transfer of all registrations for copyrights included in the Intangible Property to Assignee as assignee of Assignor's entire right, title and interest therein, and to issue to Assignee all copyright registrations referred to above which may issue with respect to such Intangible Property in or outside the United States, in accordance with this Assignment Agreement. Assignor will cooperate with Assignee to transfer ownership and management of domain names to Assignee or its designee pursuant to the current procedures promulgated by the appropriate domain name registrar for modifying a domain record. Assignee will bear all costs related to the recordation of the Intangible Property.

3. Further Documents. If at any time after the Effective Date, any further action is necessary or desirable to carry out the purposes of this Assignment Agreement, Assignor agrees to execute and deliver to Assignee such further instruments as may be reasonably required to carry out or effectuate the purposes and intent of this Assignment Agreement and to vest in Assignee full right, title and interest in and to the Intangible Property.

4. Substitution and Subrogation. The assignment, transfer and conveyance contained herein is made with full powers of substitution and subrogation of Assignee in and to all covenants and warranties heretofore given or made by third parties to Assignor in respect of the Intangible Property.

5. Binding Effect. This Assignment Agreement shall bind and inure to the benefit of the respective Parties and their successors, assigns, and transferees.

6. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with the laws of the State of California, U.S.A. without giving effect to the principles of choice of law or conflicts of law thereof.

7. Counterparts. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of such counterparts together shall constitute one and the same instrument.

8. Headings. The subject headings of this Assignment Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any provision of this Assignment Agreement.


9. Amendments. No modification or amendment to this Assignment Agreement shall be binding upon the Parties unless in writing and executed by the duly authorized representative of each of the Parties.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, this Assignment Agreement has been executed by the Parties as of the Effective Date by their authorized representatives as set forth below:

SPINTOP MEDIA, INC.

EA INTERNATIONAL (STUDIO AND PUBLISHING) LTD.

By:  _____

By: _____

Name: David L. Roberts

Name: Varinder Saini

Title: Authorized Signatory

Title: Authorized Signatory

IN WITNESS WHEREOF, this Assignment Agreement has been executed by the Parties as of the Effective Date by their authorized representatives as set forth below:

SPINTOP MEDIA, INC.

EA INTERNATIONAL (STUDIO AND PUBLISHING) LTD.

By: _____

By:  _____

Name: David L. Roberts

Name: Varinder Saini

Title: Authorized Signatory

Title: Authorized Signatory

SCHEDULE A-2

SpinTop Trademark Registration and Applications

Mark	Country	Class	App. No.	App. Date	Reg. No.	Reg. Date	Status
AMAZING ADVENTURES AROUND THE WORLD	United States	9	77/471,007	09-May-08	3670487	18-Aug-09	Registered
AMAZING ADVENTURES THE CARIBBEAN SECRET	Community Trademark (EU)	9	8899122	22-Feb-10	8899122	24-Aug-10	Registered
	Community Trademark (EU)	28	8899122	22-Feb-10	8899122	24-Aug-10	Registered
	Community Trademark (EU)	41	8899122	22-Feb-10	8899122	24-Aug-10	Registered
	United States	9	77/822,197	08-Sep-09	3911827	25-Jan-11	Registered
AMAZING ADVENTURES THE FORGOTTEN DYNASTY	Community Trademark (EU)	9	10044022	14-Jun-11	10044022	26-Oct-11	Registered
	Community Trademark (EU)	28	10044022	14-Jun-11	10044022	26-Oct-11	Registered
	Community Trademark (EU)	41	10044022	14-Jun-11	10044022	26-Oct-11	Registered
	United States	9	85/292,260	20-Dec-10			Pending
AMAZING ADVENTURES THE LOST TOMB	United States	9	77/263,079	23-Aug-07	3658717	21-Jul-09	Registered
	United States	9	77/976,318	23-Aug-07	3581689	24-Feb-09	Registered
ESCAPE ROSECLIFF ISLAND	Community Trademark (EU)	9	8415812	09-Jul-09	8415812	27-Jan-10	Registered
	Community Trademark (EU)	28	8415812	09-Jul-09	8415812	27-Jan-10	Registered
	Community Trademark (EU)	41	8415812	09-Jul-09	8415812	27-Jan-10	Registered
ESCAPE ROSECLIFF ISLAND	United States	9	77/847,851	12-Jan-09	3782304	27-Apr-10	Registered
ESCAPE THE EMERALD STAR	Community Trademark (EU)	9	10129501	18-Jul-11			Pending
	Community Trademark (EU)	28	10129501	18-Jul-11			Pending
	Community Trademark (EU)	41	10129501	18-Jul-11			Pending
	United States	9	85/272,786	21-Mar-11			Pending
ESCAPE WHISPER VALLEY	Community Trademark (EU)	9	9448329	14-Oct-10	9448329	25-Mar-11	Registered

Mark	Country	Class	App. No.	App. Date	Reg. No.	Reg. Date	Status
	Community Trademark (EU)	28	9446329	14-Oct-10	9446329	25-Mar-11	Registered
	Community Trademark (EU)	41	9446329	14-Oct-10	9446329	25-Mar-11	Registered
	United States	9	85/020,031	21-Apr-10	3986877	28-Jun-11	Registered
MAHJONG ESCAPE	United States	9	78/751,282	10-Nov-05	3248567	29-May-07	Registered
MYSTERY P.I.	Australia	9	1379290	23-Aug-10	1379290	14-Apr-11	Registered
	Australia	16	1379290	23-Aug-10	1379290	14-Apr-11	Registered
	Australia	28	1379290	23-Aug-10	1379290	14-Apr-11	Registered
	Australia	41	1379290	23-Aug-10	1379290	14-Apr-11	Registered
	Canada	0	1503727	05-Nov-10			Pending
	Community Trademark (EU)	9	9327875	23-Aug-10	9327875	11-Feb-11	Registered
	Community Trademark (EU)	16	9327875	23-Aug-10	9327875	11-Feb-11	Registered
	Community Trademark (EU)	28	9327875	23-Aug-10	9327875	11-Feb-11	Registered
	Community Trademark (EU)	41	9327875	23-Aug-10	9327875	11-Feb-11	Registered
	United States	9	77/058,509	07-Dec-08	3578715	17-Feb-09	Registered
	United States	28	85/101,571	05-Aug-10			Pending
MYSTERY P.I.	United States	41	85/108,429	16-Aug-10			Pending
MYSTERY PI (Chinese Characters)	China P.R.	9	8550248	06-Aug-10			Pending
	China P.R.	41	8550247	06-Aug-10			Pending
MYSTERY SOLITAIRE	United States	9	78/850,485	30-Mar-08	3524243	26-Oct-08	Registered
SPINTOP	Community Trademark (EU)	9	6651434	07-Feb-08	6651434	04-Dec-08	Registered
	Community Trademark (EU)	28	6651434	07-Feb-08	6651434	04-Dec-08	Registered
	Community Trademark (EU)	41	6651434	07-Feb-08	6651434	04-Dec-08	Registered
	United States	9	77/240,491	07-Aug-07	3632154	02-Jun-08	Registered
VACATION QUEST	Australia	9	1410002	21-Feb-11			Pending
	Australia	16	1410002	21-Feb-11			Pending
	Australia	28	1410002	21-Feb-11			Pending
	Australia	41	1410002	21-Feb-11			Pending

Mark	Country	Class	App. No.	App. Date	Reg. No.	Reg. Date	Status
	Canada	0	1605785	17-Nov-10			Pending
	Community Trademark (EU)	9	9750508	18-Feb-11	9750508	22-Jul-11	Registered
	Community Trademark (EU)	16	9750508	18-Feb-11	9750508	22-Jul-11	Registered
	Community Trademark (EU)	28	9750508	18-Feb-11	9750508	22-Jul-11	Registered
	Community Trademark (EU)	41	9750508	18-Feb-11	9750508	22-Jul-11	Registered
	United States	9	85/112,427	20-Aug-10			Pending