

01-26-1999



RECC

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TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1843 FRAME: 0795

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

MARTITA M. DELL
Name of Person Signing


Signature

1/19/89
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 08/30/99
OMB 0851-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

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Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is made as of the 14th day of December, 1998 (the "Effective Date") between the following parties:

ASSIGNOR: eGames.com, Inc., 2170 NW Wilson Street, Portland, Oregon 97210

and

ASSIGNEE: RomTech, Inc., 2000 Cabot Boulevard West, Suite 110, Langhorne, Pennsylvania 19047.

In consideration of the covenants and agreements contained in this Agreement, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I ASSIGNMENT OF RIGHTS

1.1 Background. Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the corporate name and Internet domain name registration of "eGames.com," together with the United States trademark registrations and applications for registration identified and set forth on Exhibit A attached hereto (collectively, the "Marks"). Assignee wishes to acquire and Assignor wishes to transfer and assign to Assignee all of its right, title and interest in and to the Marks.

1.2 Assignment. Subject to the terms and conditions of this Agreement, Assignor does hereby sell, assign, transfer and set over to Assignee its entire right, title and interest in and to the Marks, and all registrations and applications therefor, including any renewals and extensions of the registrations that are or may be secured, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor shall, at Assignor's sole cost and expense, within three (3) business days after the Effective Date, request that the United States Commissioner of Patents and Trademarks record Assignee as the assignee and owner of the Marks.

1.3 Title to Marks. Assignor hereby represents and warrants that its right, title and interest in and to the Marks are free and clear of any liens and encumbrances, that it has full right

to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

1.4 Additional Assignor Actions. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

Assignor shall at Assignor's sole cost and expense, within three (3) business days after the Effective Date, take all steps necessary to assign all of its right, title and interest in and to the Internet domain name registration of "eGames.com," as well as all of Assignor's right, title and interest in any other Internet domain name registrations containing the name "eGames." Assignor shall follow the procedures established by the Internet for purposes of transferring the domain name "eGames.com" to Assignee and shall take whatever steps are necessary to facilitate the transfer of such domain name to Assignee.

Assignor shall not adopt, register, apply for registration of or use any corporate name, trade name, trademark, service mark, or other trade designation that includes the Marks, or any other term or logo confusingly similar thereto. Within three (3) business days after the Effective Date, Assignor shall, at Assignor's sole cost and expense, cause to be filed in every jurisdiction in which it is authorized to do business, documents changing the corporate names, trade names, assumed names, fictitious names or other names under which it is authorized to transact business to eliminate the term "eGames" from all such names.

1.5 Additional Assignee Actions. Assignee shall, for a period of ninety (90) days after the Effective Date, forward to Assignor all e-mail intended to be received by Assignor or its employees (up to 12 e-mail accounts).

ARTICLE II PURCHASE PRICE

Purchase Price. In consideration for the Assignment set forth in Article I above, Assignee hereby agrees to pay to Assignor Fifty Thousand Dollars (\$50,000), payable by check as follows: (a) Ten Thousand Dollars (\$10,000) immediately upon execution of this Agreement; and (b) Forty Thousand Dollars (\$40,000) immediately upon presentation by Assignor to

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Assignee of reasonably sufficient evidence that Assignor has taken the following actions at Assignor's sole cost and expense: (i) prepared and filed the necessary documentation to assign all of its right, title and interest in and to the Internet domain name registration of "eGames.com;" (ii) prepared and caused to be filed in every jurisdiction in which it is authorized to do business, documents changing the corporate names, trade names, assumed names, fictitious names or other names under which it is authorized to transact business to eliminate the term "eGames" from all such names; and (iii) prepared and filed the necessary documentation requesting that the United States Commissioner of Patents and Trademarks record Assignee as the assignee and owner of the Marks.

ARTICLE III ASSIGNOR WARRANTIES

3.1 Right to Assign Rights. Assignor warrants that it has sufficient rights to assign its rights in and to the Marks as set forth in Article I hereof. Assignor further warrants that the Marks do not infringe upon nor violate the copyright, trademark or proprietary rights of any third party.

3.2 Indemnification. Assignor shall defend or settle at its expense any claim or suit against Assignee, its subsidiaries, distributors, and end users arising out of or in connection with an assertion that the Marks or the use thereof by Assignee for sales of computer programs on the Internet infringes any U.S. trademark which is in use by a third party at the time of the execution of this Agreement or infringes any U.S. copyright in existence at the time of the execution of this Agreement. Assignor shall indemnify and hold harmless Assignee, its subsidiaries, distributors, and end users against and from all damages, costs and reasonable attorneys' fees, if any, finally awarded in such suit or the amount of the settlement thereof.

3.3 Manner of Indemnification and Dispute Resolution. Any claims brought by either party to this Agreement against the other pursuant to this Agreement shall be submitted to arbitration in accordance with this Section 3.3. Except as expressly provided herein, the arbitration shall be conducted in Philadelphia, Pennsylvania in accordance with the rules of the American Arbitration Association. Within thirty (30) days of the hearing, the arbitrator(s) shall render a decision concerning all contested issues considered during the arbitration and the arbitrator(s) shall notify the parties in writing of their decision, setting forth the dollar amount, if any awarded. The arbitrators' decision shall be final and binding on the parties, and notice of award, if any, shall be given to the parties not later than thirty (30) days after the date set for the hearing. In the event that there shall be more than one dispute to be arbitrated, the parties agree that all pending disputes shall be consolidated to the extent feasible. The amount of the dollar award, if any, plus all reasonable attorneys' fees of the prevailing party, shall be paid in cash by the party found to be liable by the arbitration proceeding, within ten (10) days following the date of such award. In the event that payment is not made within the time period provided herein, the prevailing party shall have the right to commence an action, at law or in equity, in any state or federal court in the Commonwealth of Pennsylvania to have the decision of the arbitrator(s)

enforced. In the event such an action is filed, the costs of such action (including reasonable attorneys' fees) shall be borne by the party against whom such performance is sought.

ARTICLE IV
MISCELLANEOUS/ GENERAL

4.1 The parties shall execute and deliver to each other such further documents and take such further action as may reasonably be necessary to effect, consummate, confirm or evidence their respective obligations under this Agreement and its exhibits.

4.2 Each and every covenant of this Agreement shall inure to the benefit of, and be binding upon, the agents, affiliates, subsidiaries, employees, officers, directors, assigns, purchasers and successors in interest of the parties.

4.3 Any notices required to be given by either party hereto may be properly given if sent by certified mail or commercial overnight carrier to the address of the other party first set forth above and shall be deemed to have been delivered within (3) calendar days after the date of posting, or by facsimile transmission provided that a confirming copy of the said transmission is sent by registered airmail post within 24 hours of the facsimile transmission:

Assignor facsimile transmission number: 503-944-5042

Assignee facsimile transmission number: 215-750-3722.

4.4 This Agreement shall be construed under the law of the Commonwealth of Pennsylvania. Both parties waive any objection to the personal jurisdiction and venue of the State and Federal Courts of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, each of the parties hereto have executed this Agreement on the dates indicated below.

RomTech, Inc.

By: Nancy M. Simpson
VP, Product Development

Date: 12-14-98

eGames.com, Inc.

By: Steven Ben Hur

Its: CEO

Date: 12/21/98

EXHIBIT A

U.S. Trademark Applications and Registrations

eGames.com, Inc., of 6900 SW 105th Avenue, Beaverton, Oregon 97008, submitted an application to the U.S. Patent and Trademark Office on May 23, 1997 to register the service mark "EGAMES." The date of first use was May 5, 1997; the date of first use in commerce was July 9, 1996. The service mark was first published for opposition on January 27, 1998. The goods and services represented by the service mark are "Retail store services of computer software, namely, games and educational programs for games systems, namely, personal computers, home video game systems and arcade video game systems."

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LUBY, CREASING, DELL & DARAE

ATTORNEYS AT LAW
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BEAVERTON, OREGON 97008
TELEPHONE (503) 644-4031
FAX (503) 644-3965

THOMAS J. CREASING
HAFEZ DARAE
MARTITIA M. DELL*
KEVIN W. LUBY

*Also admitted in Washington
and Massachusetts

January 20, 1999

Assistant Commissioner for Trademarks
Box Assignments
1213 Jefferson Davis Highway, CG 4, Suite 300
Arlington, VA 22202

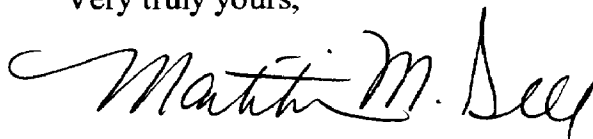
Re: Trademark assignment for eGames
Registry Number: 75/297467

Dear Sir or Madam:

Enclosed please find the assignment recordation cover sheet form, and a copy of the assignment agreement, whereby the trademark application for "eGames" is assigned from eGames.com, Inc. to RonTech, Inc. Also enclosed is a check for the fee of \$40.00 to effectuate this assignment.

Please return, to the undersigned, the enclosed self-addressed, stamped postcard with the date of receipt by your office. Please feel free to contact the undersigned if you have any questions or need additional information.

Very truly yours,



Martitia M. Dell

Enc.

cc: Elizabeth Bourne w/enc.
Susan Boudreau w/enc.