

LY



Tab settings

To the Honorable Commissioner c

100991185

e attached original documents or copy thereof.

2-2-99 MRC PJM

1. Name of conveying party(ies): Rhythm & Hues Studios, Inc. 5404 Jandy Place Los Angeles, CA 90066

2. Name and address of receiving party(ies) Name: Enix Corporation Internal Address: Street Address: 4-31-8 Yayoi Shibuya-Ku City: Tokyo State: Japan ZIP: 151-8544

3. Nature of conveyance: [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other

Execution Date: January 4, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/182,022 75/182,201

B. Trademark Registrat



02-24-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #70

Additional numbers attached? [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lois R Fishman Esq.

Internal Address: Suite 450

Neff Law Group, L.L.P.

Street Address: 21515 Hawthorne Blvd.

City: Torrance State: CA ZIP: 90503

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 65.00

[X] Enclosed [ ] Authorized to be charged to deposit account

8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

01 FC:481 40.00 OP 02 FC:482 25.00 OP

DO NOT USE THIS SPACE

9. 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.

Lois R. Fishman Name of Person Signing

Lois R. Fishman Signature

Feb. 19, 1999 Date

Total number of pages including cover sheet, attachments, and document: 7

**TRADEMARKS RECORDATION FORM  
CONTINUATION SHEET**

Marks Involved: 75/182,022; 75/182,201

2. Name and address of receiving parties

- b) Rhythm & Hues Studios, Inc.  
5404 Jandy Place  
Los Angeles, CA 90066

A California Corporation

ASSIGNMENT OF TRADEMARKS

AND

THE UNITED STATES TRADEMARK APPLICATIONS

THEREFOR

WHEREAS, Rhythm & Hues Studios, Inc., a California corporation with its principal place of business at 5404 Jandy Place, Los Angeles, California 90066, U.S.A. (hereinafter referred to as "ASSIGNOR") owns all rights, title and interest in and to the trademark(s) and the pending United States trademark applications identified below and in Exhibit A attached hereto (hereafter the "Marks" and "Applications," respectively), along with the goodwill of the business appurtenant to the Marks:

<u>Mark</u>	<u>Application Serial No.</u>	<u>Notice of Allowance Date</u>
EGGS OF STEEL	75/182,022	06/30/1998
CHARLIE TAKANITE	75/182,201	11/25/1997

WHEREAS, as a consequence of that certain agreement with Enix Corporation, a Japanese corporation having a principal place of business at 4-31-8 Yoyogi, Shibuya-Ku, Tokyo 151, Japan (hereinafter referred to as "ASSIGNEE") regarding acquisition of rights in and financing of a digital electronic game software product known to the parties as "Eggs of Steel" (the "Game"), ASSIGNOR desires to assign to ASSIGNEE an undivided one-half (50%) interest in the Game, encompassing any intellectual property rights therein, including but not limited to the Marks and Applications adopted and used in connection with the Game and certain characters therein as well as a portion of ASSIGNOR's business as it relates to the Game; and

WHEREAS, ASSIGNOR and ASSIGNEE jointly desire that the records of the United States Patent and Trademark Office will fully and completely reflect the proper ownership in and to the Marks and Applications and any U.S. registrations that will issue therefrom, and the attendant goodwill symbolized thereby.

NOW, THEREFORE, TO WHOM IT MAY CONCERN, be it known that for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, and transfer its right, interest and title in the Marks and Applications as follows:

- Unto ASSIGNEE, its successors, assigns and legal representatives, an undivided one-half (50%) right, title and interest in and to the Marks and Applications identified hereinabove, and the attendant goodwill symbolized thereby, as well as a portion of ASSIGNOR's business relating to the Game to which the Marks pertain; and
- Unto ASSIGNOR, its successors, assigns and legal representatives, an undivided one-half (50%) right, title and interest in and to the Marks and Applications identified hereinabove, and the attendant goodwill symbolized thereby, as well as a portion of ASSIGNOR's business relating to the Game to which the Marks pertain.

Further, ASSIGNOR hereby agrees that it will record this instrument of assignment with the United States Patent and Trademark Office so as to establish ASSIGNEE and ASSIGNOR as co-owners of record of the Mark(s) and Application(s).

ASSIGNOR further agrees to execute and have executed all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment for and at the request of ASSIGNEE. Any costs attendant on such recordation and any costs arising from subsequent transactions with the U.S. Patent and

Trademark Office in connection with the Applications, shall be borne equally by ASSIGNOR and ASSIGNEE.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by a duly authorized corporate officer on the date indicated below.

RHYTHM & HUES STUDIOS, INC.

DATED: 4 January, 1999

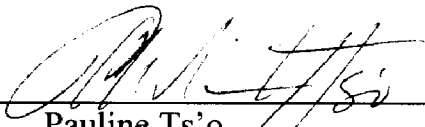
By:   
Pauline Ts'o  
Vice President

EXHIBIT A

Mark	U.S. Trademark Application	Class	Goods
EGGS OF STEEL	Serial No. 75/182022	9	Computer game tapes and computer game programs featuring an animated character; computer game instruction manuals sold as unit therewith.
CHARLIE TAKANITE	Serial No. 75/182021	9	Motion picture films featuring animated characters; prerecorded videotape cassettes featuring animated characters; video games cartridges featuring animated characters; computer game tapes and computer game programs featuring an animated character; computer game instruction manuals sold as unit therewith.
		25	T-shirts and Caps