

09-03-1999



101135707

8124/99

RECORDATION FORM COVER SHEET 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

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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 Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

09/02/1999 DNGUYEN 00000184 1790518

FOR OFFICE USE ONLY

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

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,790,518"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,818,016"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Amy B. Goldsmith

August 23, 1999

Name of Person Signing

Signature

Date Signed



ASSIGNMENT OF TRADEMARK REGISTRATIONS

WHEREAS, Bridgestone/Firestone, Inc., a corporation organized and existing under and by virtue of the laws of the State of Ohio, having a principal place of business at 1200 Firestone Parkway, Akron, Ohio 44317-0001, has adopted, used and is using marks which are registered in the United States Patent and Trademark Office, whose registration numbers and registration dates are set out below:

<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Mark</u>
2,243,020	May 4, 1999	POLARIS
2,246,381	May 18, 1999	POLARIS R3000
2,265,442	July 27, 1999	FS590 PLUS
2,267,674	August 3, 1999	TIRESTARZ

WHEREAS, Bridgestone/Firestone Research, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, having an address of 1659 South Main Street; Akron, Ohio 44301, is desirous of acquiring said marks and said registrations thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Bridgestone/Firestone, Inc., does hereby assign unto Bridgestone/ Firestone Research, Inc., all right, title and interest in and to the said marks, together with the goodwill of the business symbolized by the marks, and the herein identified registrations thereof.

BRIDGESTONE/FIRESTONE, INC.

By: John H. Hornickel
Name: John H. Hornickel
Title: Assistant Secretary

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

On this 19th day of August, 1999, before me personally appeared

John H. Hornickel to me personally known, who, being duly sworn, did say that he is the
Assistant Secretary of Bridgestone/Firestone, Inc., and that he duly executed the
foregoing instrument for and on behalf of Bridgestone/Firestone, Inc., being duly authorized to do so
and that said John H. Hornickel acknowledged said instrument to be the free act and
deed of said corporation.

Audrey M. Slentz
Notary Public

AUDREY M. SLENTZ, Notary Public
STATE OF OHIO
My Commission Expires Dec. 5, 1999



September 16, 1997

Applied Computing Services, Inc.
4405 Warwick Lane
Bryan, Texas 77802

Gentlemen:

This is with reference to the document headed "Assignment, License and Consulting Agreement for Harpoon Computer Simulation System" between you and the undersigned, Larry Bond, dated August 6, 1987 (the "Assignment").

Notwithstanding anything to the contrary therein contained, it is agreed that:

1. Your rights with respect to computer products shall be limited to those released prior to July 1, 1997. You shall continue to have, with respect to computed products released prior to July 1, 1997, all rights of use and exploitation, and all the obligations, as provided in the Assignment (including, without limitation, the obligations to Larry Bond as set forth in the paragraph of the Assignment headed "Copyright Ownership"). It is understood that the restrictions on Larry Bond set forth in the paragraph of the Assignment headed "Non-competition Clause" shall no longer be applicable.

2. You hereby assign and set over to the undersigned all worldwide copyrights and trademarks acquired by you under the Assignment, including, without limitation, the copyright in "Harpoon" and the trademarks "Battleset" U.S. PTO Reg. No. 1790518 and "Staff Assistant" U.S. PTO Reg. No. 1818016. You agree to execute and deliver to us such documents as we may request to effectuate the foregoing. All costs in connection therewith, if any, shall be borne by you.

3. We agree to pay Advance Gaming Systems, Inc. (AGSI) the sum of Five Thousand (\$5,000.) Dollars upon the signing of this Agreement, plus, as and when received by us, Thirty-three and One-Third (33 1/3%) Percent of any and all advances and royalties actually received by us at any time (less agent's commission) from Strategic Simulations, Inc. with respect to the "Harpoon" computer product now called "Harpoon 4"; and Ten (10%) Percent of any and all advances and royalties actually received by us at any time (less agent's commission) with respect to any other "Harpoon" computer product.

Each payment to you shall be accompanied by a copy of the statement received by us. You shall have the same audit rights of our books and records as Larry Bond has under the Assignment.

4. Amounts received by Don Gilman or either of the undersigned in connection with their personal services relating to any Harpoon computer product shall belong solely to the person rendering the services.

5. Notices and payments to the undersigned, Larry Bond, under the Assignment shall hereafter be sent to the attention of Jonathan Trumper at William Morris Agency, Inc., whose address is now 1325 Avenue of the Americas, New York, New York 10019. Notices to us under this Agreement shall be sent by certified mail to Robert Youdelman, P.C., 19 West 44th Street, New York, New York, 10036.

6. Arbitration proceedings instituted by the undersigned (both under the Assignment and under this Agreement) shall take place in Houston, Texas. If instituted by you, they shall take place in New York, New York.

7. This sets forth the entire understanding of the parties, supersedes all prior agreements, oral or written, and may not be changed except by an instrument in writing signed by the party to be charged.


Very truly yours,


Larry Bond


Chris Carlson

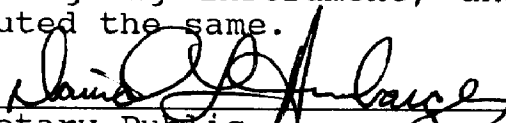
AGREED TO AND ACCEPTED:

APPLIED COMPUTING SERVICES, INC.

By: 
Its: President

STATE OF Virginia, COUNTY OF FAIRFAX) ss.:

On this 1ST day of DECEMBER, 1997, before me personally appeared Larry Bond, to me known and known to me to be the person who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.


Notary Public

STATE OF Virginia, COUNTY OF FAIRFAX) ss.:

On this 1ST day of DECEMBER, 1997, before me personally appeared Chris Carlson, to me known and known to me to be the person who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

David J. H. H. H.
Notary Public

STATE OF Texas, COUNTY OF Brazos) ss.:

On the 1st day of October, in the year 1997, before me personally came Don R. Gilman to me known, who, being by me duly sworn, did depose and say that he resides at Brazos County, Texas that he is the President of Applied Computing Services, Inc., the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Jacquettia Verge Watson
Notary Public

