

11-24-1999



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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 #
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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/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

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.)

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Mail documents to be recorded with required cover sheet(s) information to:
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Enter for the first Receiving Party only.

Name

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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.

William P. Andrews, Jr. William P. Andrews Nov. 11 1999
Name of Person Signing Signature Date Signed

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT dated the 2 day of NOV, 1999, between Epic Games, Inc., a Maryland corporation (the "Assignor") and Triumph Studios, a general partnership established under the laws of The Netherlands (the "Assignee"), recites and provides:

A. WHEREAS, Assignor is the user of the mark AGE OF WONDERS, and owner of an application pending with the United States Patent and Trademark Office, filed on January 1, 1997, Serial Number 75/222,429 (the "Trademark"); and

B. WHEREAS, Assignee desires to obtain for itself all right, title and interest that Assignor may have in and to such Trademark as one of the indicia of ownership in the Age of Wonders (brand) computer software game granted by Assignor to Assignee in the Game Development and License Agreement executed by Assignor and Assignee dated September 24, 1999.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Assignor has sold and does hereby sell, transfer, assign, set over and deliver to Assignee, its successors and assigns, all right, title and interest in and to the Trademark that Assignor may have, without any representations or warranties whatsoever, together with all of the goodwill of the business symbolized by the Trademark, not only for, to and in the United States of America, its territories and possessions, but, for, to and in all countries in the European Union, together with and including all priority rights based upon the application for registration in the United States of America covered by this Assignment.

And for the above-named considerations, Assignor does hereby agree that, at the cost and request of Assignee, Assignee will execute any and all other papers and documents and do all other and further lawful acts that said Assignee may deem necessary or desirable to perfect and vest in the Assignee Assignor's entire right, title and interest in the Trademark

And for the above-named considerations, Assignor does hereby authorize and empower the Assignee, its successors and assigns, to apply for and obtain, in their own names, protection for the Trademark before competent authorities in the United States of American and in any and all countries in the European Union in which applications can be so made or so obtained.

Assignor makes no representations or claims related to the Trademark or Assignor's right to use it in or outside of the United States of America. Assignor has not conducted any searches or researched the availability of the Trademark except in relation to the above referenced application with the United States Patent and Trademark Office. Assignor reserves to itself the right to use, protect and enforce its use of the AGE OF WONDERS mark in all countries foreign to the United States of America and the European Union.

ATTEST:

EPIC GAMES, INC.
(Assignor)

By: [Signature]
Its: VICE PRESIDENT

State of NORTH CAROLINA

City/County of RALEIGH

On this 2 day of NOVEMBER 1999, personally appeared before me Mark Rein, who is the Vice President of Epic Games, Inc., who is duly authorized to execute the foregoing Assignment on behalf of Epic Games, Inc., for the uses and purposes herein mentioned.

Witness my hand and official seal:

My commission expires: 1/10/01

[Signature]
Notary Public

