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04-19-2001

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



04-04-2001

U.S. Patent & TMO/TM Mail Rpt Dt #57

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4-4-01

**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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

04 30 1998

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

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.)

Citizenship/State of Incorporation/Organization

01/12/2001 DNGUYEN 00000345 2183325

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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: 002274 FRAME: 0743**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name Roylance, Abrams, Berdo & Goodman, L.L.P.

Address (line 1) 1300 19th Street, N.W., Suite 600

Address (line 2) Washington, D.C. 20036

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number (202) 659-9076

Name Roylance, Abrams, Berdo & Goodman, L.L.P.

Address (line 1) 1300 19th Street, N.W., Suite 600

Address (line 2) Washington, D.C. 20036

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. # 1

**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)

Three empty boxes for Trademark Application Number(s)

2,183,325 [ ] [ ] [ ]

**Number of Properties**

Enter the total number of properties involved. # 1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

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.

Tara L. Hoffman

Tara L. Hoffmann

April 4, 2001

Name of Person Signing

Signature

Date Signed

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made and effective as of April 30, 1998 from KID ACTIVE, LLC, a California limited liability company ("Assignor"), to RADICA GAMES LIMITED, a company organized under the laws of Bermuda ("Assignee"). Capitalized terms used herein but not defined shall have the meanings assigned to them in the Acquisition Agreement, dated April 22, 1998 (the "Agreement"), between Assignor, Assignee and Disc, Inc., pursuant to which Assignor has agreed, inter alia, to assign to Assignee all of Assignor's right, title and interest in and to the trademarks, trade names, service names and service marks identified and set forth on Annex A attached hereto (collectively, the "Marks") and the goodwill of the business associated with the Marks;

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND and for good and valuable consideration as set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, free and clear of any encumbrances, and all registrations and applications therefor, as well as renewals and extensions of the

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registrations that are or may be secured under the laws of the United States, its territories and possessions and throughout the world, 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 and sale had not been made, together with all income, royalties, damages or payments due on the date hereof or thereafter including, without limitation, all claims for damages or payments by reason of infringement or other unauthorized use of the Marks, with the right to sue 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 (the "Assigned Property"). Assignor requests the Commissioner of Patents and Trademarks or the respective Registrar of Trademarks to record Assignee as the assignee and owner thereof.

2. Assignor and its subsidiaries and affiliates 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): (i) in the preparation and prosecution of any application for registration or any

application for renewal or extension of a registration covering any of the Marks; (ii) in the prosecution or defense of any opposition, interferences, infringement suits 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; (iii) in obtaining any additional trademark protection with respect to 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 throughout the world; and (iv) in the implementation or perfection of this Assignment.

3. This Assignment shall be governed by and construed in accordance with the substantive law and rules of construction that are applied to the Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed and delivered by its duly authorized officer as of the date first above written.

KID ACTIVE, LLC

By:   
Name: Janese Swanson  
Title: Member-Manager

ANNEX A

<u>Trademark/ Servicemark</u>	<u>Registration Number</u>	<u>Date of Application</u>	<u>Class</u>
"Girl Tech"	75/137,697	7/22/96	
"Tech Girl"	75/245,777	2/21/97	
"Girlzine"	2,140,720	2/21/97	