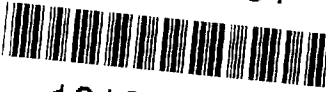


09-13-2001



101840345

To the Honorable Commissioner of Patents and Trademarks

Attached original documents or copy thereof.

1. Name of conveying party(ies):
Sega.com, Inc.

9-501

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Sega Corporation SEP - 5 2001

Internal Address: _____

Street Address: 2-12 Haneda, 1-Chome

City: Ohta-ku State: Tokyo Zip: 144-8531 Japan

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Japanese Corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached: Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: September 7, 2001

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

A. Trademark Application No.(s)

76185311
76038360

B. Trademark Registration No.(s)

Additional number(s) attached : Yes No

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

Name: Judith A. Whitehouse

Internal Address: _____

Street Address: Brobeck, Phleger & Harrison LLP
One Market, Spear Street Tower

City: San Francisco State: CA Zip: 94105

6. Total number of applications and registrations involved:..... **2**

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

FRED HUEY
 Name of Person Signing

[Signature]
 Signature

September 7, 2001
 Date

Total number of pages including cover sheet, attachments, and document: **89**

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

09/13/2001 LMUELLER 00000057 76185311

01 FC:481
02 FC:482

40.00 OP
25.00 OP

July 31, 2001

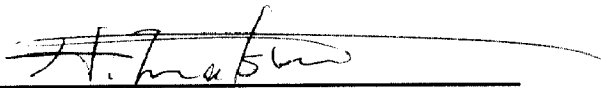
Commissioner of Patent & Trademarks
Box Assignments
Washington, D.C. 20231

RE: Designation of Domestic Representative

Ladies and Gentlemen:

Sega Corporation, a Japanese corporation, hereby designates Leonard Sloomaker,
Executive Vice President and General Counsel, SEGA of America Dreamcast, Inc., 650
Townsend Street, Suite 650, San Francisco, CA 94103-4908 as its domestic
representative for purposes of filing the attached Recordation Form Cover Sheet with the
U.S. Patent and Trademark Office.

SEGA CORPORATION

By: 

Name: HIDENOBU MATSUI

Title: GENERAL MANAGER IP DPT.

TRADEMARK

REEL: 002365 FRAME: 0094

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT (this "Agreement") is entered into as of September 5, 2001 (the "Effective Date") by and between SEGA.COM, INC., a Delaware corporation ("Seller") and SEGA CORPORATION, a Japanese corporation ("Buyer").

WHEREAS, Seller is the current registrant listed in the records of Network Solutions, Inc., or other ICANN-recognized registrar of record ("NSI"), as the owner of the Internet domain names identified on Schedule 1 attached hereto (each, a "Domain Name" and, collectively, the "Domain Names");

WHEREAS, Seller has filed, used and/or intended to use the marks SEGANET and SEGA.COM (each, a "Mark" and, collectively, the "Marks") and has filed applications to register certain of the Marks in the United States, Europe and Canada;

WHEREAS, Buyer desires to purchase and acquire all right, title and interest of Seller in or associated with the Domain Names and the Marks;

WHEREAS, Seller desires to transfer the Domain Names and the Marks to Buyer on the terms and conditions set forth herein;

WHEREAS, in connection with the purchase by Seller from Buyer of the Domain Names and Marks, Seller has engaged PriceWaterhouseCoopers, or another independent third-party financial advisor of similar standing, to opine as to the fair market value of the Domain Names and the Marks, pursuant to which opinion Seller shall establish the purchase price amount for the Domain Names and the Marks (such amount, the "Purchase Price Amount");

WHEREAS, Seller and Buyer have entered into that certain Credit Toward Purchase Price Agreement, dated as of August 6, 2001 (the "Credit Toward Purchase Price Agreement");

WHEREAS, the indebtedness of Seller to Buyer arising under the Credit Toward Purchase Price Agreement shall be set-off against, and applied by Buyer and Seller toward, the Purchase Price Amount (as set forth in the Credit Toward Purchase Price Agreement);

NOW, THEREFORE, for good, valuable and binding consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Defined Terms.** Capitalized terms used but not otherwise defined herein (including in the recitals hereof) shall have the respective meanings given to such terms in the Credit Toward Purchase Price Agreement.
2. **Purchase of Domain Names.** Subject to the payment by Buyer to Seller of the Purchase Price Amount in accordance with the terms and conditions set forth in the Credit Toward

Purchase Price Agreement, and subject to the terms and conditions set forth herein, Seller hereby sells, conveys, assigns and otherwise transfers to Buyer all of Seller's right, title and interest in, to and associated with the Domain Names upon the terms and conditions set forth in this Agreement.

3. **Purchase of Marks.** Subject to the payment by Buyer to Seller of the Purchase Price Amount in accordance with the terms and conditions set forth in the Credit Toward Purchase Price Agreement, and subject to the terms and conditions set forth herein, Seller hereby sells, conveys, assigns and otherwise transfers to Buyer all of Seller's right, title and interest in, to and associated with the Marks, together with the goodwill and portion of the Seller's business to which the Marks pertain, as well as the respective applications related thereto. The aforementioned sale, conveyance and assignment includes the right to sue and recover damages for past and future infringements of Seller's rights in the Marks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Marks.
4. **No Interference.** From and after the Effective Date, Seller shall make no further use of any Domain Name or any Mark without the prior written consent of Buyer, nor shall Seller challenge, interfere, solicit, encourage or assist any other person to challenge or otherwise interfere with Buyer's title to, interest in, right to or use of the terms SEGA, SEGANET or SEGA.COM, or any other designation that incorporates such terms as a trademark, service mark, trade name, domain name, metatag or otherwise. Seller will not, nor will it enable or allow any other person, to take any action, refrain from taking any action or otherwise support any claim that may detrimentally affect (a) Buyer's ability to register any trademark, service mark, trade name, domain name, service mark, metatag or any other designation that incorporates the terms SEGA, SEGANET or SEGA.COM or (b) the validity of or commercial value associated with any Domain Name or any Mark, including the goodwill associated therewith.
5. **Further Assurances.** Seller agrees to cooperate with Buyer and to take all steps necessary to effect the transfer of each Domain Name and each Mark and to otherwise achieve the goals contemplated by this Agreement.
6. **Representations and Warranties.**
 - (a) **Representations and Warranties of Seller.** Seller represents and warrants to Buyer that:
 - (i) Seller is the registrant listed in the records of NSI as the owner of the registrations of each Domain Name;
 - (ii) Seller has not used any fraud, misrepresentation, or other false statement in the process of registering or maintaining the registration of any Domain Name or any Mark;
 - (iii) No fees are owing to NSI or any other government agency or other entity or party with respect to the registration of any Domain Name or any Mark.

Seller represents and warrants to Buyer that all registration and other application fees payable in respect of each Mark and all registration fees payable to NSI in respect of each Domain Name are current and shall remain so until the Effective Date. Furthermore, Seller shall deliver to Buyer under this Agreement free, clear and marketable title to each Domain Name and each Mark;

- (iv) Seller has not licensed or otherwise allowed or enabled any other person or entity to use any Domain Name or any Mark, nor has Seller granted any right with respect to any Domain Name or any Mark to any other person or entity that may, in any manner, restrict, impede or adversely effect Buyer's rights therein;
 - (v) Seller has the authority to, and hereby agrees to, execute and deliver this Agreement and any other document necessary to perfect the transaction contemplated herein;
 - (vi) Other than the Marks, Seller has not obtained a trademark registration in respect of, nor has Seller filed any application to register a trademark with the US Patent and Trademark Office or other agency (domestic or foreign) in respect of, any domain name, any trademark or any other mark that includes or consists of the term SEGA or that is confusingly similar to any Domain Name or any Mark;
 - (vii) To Seller's best information and knowledge, neither Buyer's ownership of the registration of any Domain Name, nor Buyer's use of any Mark, will infringe upon the proprietary rights of any third party;
 - (viii) The Board of Directors of Seller in the exercise of its business judgment has approved the transfer of the Domain Names and Marks to Buyer as being in the best interests of Seller; and
 - (ix) Seller has received at least "reasonably equivalent value" (as such phrase is used in 11 U.S.C. §548 or in the Uniform Fraudulent Transfer Act or in any similar law) and more than sufficient consideration to support the transfer of Domain Names and Marks to Buyer.
- (b) Representations and Warranties of Buyer. Buyer represents and warrants to Seller that:
- (i) Buyer is duly authorized to execute and enter into this Agreement;
 - (ii) Buyer has all the resources necessary to complete the transactions contemplated herein and has the authority to commit such resources for the purpose of this transaction; and

- (iii) Buyer has not and will not make any fraudulent or false statement or misrepresentation in connection with the transactions underlying this Agreement.

8. **General.**

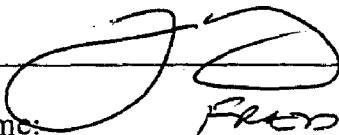
- (a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, EXCLUDING ITS CONFLICT OF LAWS PROVISION.
- (b) If any provision of this Agreement is held to be void or contrary to law, such provision shall be construed as nearly as possible to reflect the intention of the parties, with the other provisions remaining in full force and effect.
- (c) This Agreement constitutes the complete and exclusive agreement between the parties regarding the subject matter hereof, and any and all previous representations, discussions and writings are merged and superseded by this Agreement. This Agreement may be modified only by a written document signed by all the parties hereto.
- (d) This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute but one and the same agreement.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

SELLER

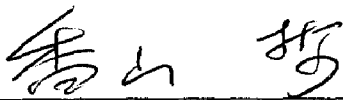
SEGA.COM, INC.

By: 
Name: FRED HUEY
Title: CEO

Sega.com, Inc.
650 Townsend Street, Suite 650
San Francisco, CA 94103
Attn: Mr. Gerard Wiener, Esq.
Tel: (415) 701-3641
Fax: (415) 701-6009
Email: gerard.wiener@segaamerica.com

BUYER

SEGA CORPORATION

By: 
Name: Tetsu Kayama
Title: _____

*M
21 Aug 01*

Sega Corporation
2-12 Haneda, 1-Chome
Ohta-ku, Tokyo 144 Japan
Attn: Mr. Masamitsu Nakoshi c/o

Mr. Leonard Sloodmaker, Esq.
Tel: (415) 701-3620
Fax: (415) 701-6009
Email: slood@segaamerica.com

SCHEDULE 1

DOMAIN NAMES

www.sega.com

www.sega.net

www.sega.org