

11-15-2002



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
MICROSOFT CORPORATION *11.4.02*

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: VR-1 ENTERTAINMNET, INC.
Internal Address: _____
Street Address: 5775 FLATIRON PARKWAY, #210
City: BOULDER State: CO Zip: 80301

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

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

OFFICE OF PUBLIC RECORDS
2002 NOV -4 AM 11:05
FINANCE SECTION

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 3/26/02

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,200,423 and
2,196,528

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: KATHLEEN S. HERBERT
 Internal Address: FAEGRE & BENSON LLP

 Street Address: 1900 FIFTEENTH STREET

 City: BOULDER State: CO Zip: 80302

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 03-1725

DO NOT USE THIS SPACE

9. Signature:
 KATHLEEN S. HERBERT
 Name of Person Signing *Kathleen S. Herbert* 10-25-02
 Signature Date

11/15/2002 LUPELLER 00000002 031725 2200423 Total number of pages including cover sheet, attachments, and document:

01 FC:8521 40.00 CH
02 FC:8522 25.00 CH

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 2617 FRAME: 0802

ORIGINAL

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made the 26 day of March, 2002 between VR1 Entertainment, Inc., a corporation organized under the laws of the state of Delaware with its principal place of business at 5775 Flatiron Parkway, Suite 100, Boulder, CO 80301 (the "Assignee") and Microsoft Corporation, a corporation organized under the laws of the state of Washington with its principal place of business at One Microsoft Way, Redmond, Washington 98052-6399 (the "Assignor").

RECITALS

1. The Assignor has adopted and used the trademark "Fighter Ace" and is the owner of the applications thereof; and
2. The Assignee wishes to acquire all of Assignor's rights in and to the Fighter Ace trademark and the good will associated therewith.

AGREEMENT**1. Assignment.**

For good and valuable consideration as set forth herein, the Assignor hereby assigns, transfers and conveys to the Assignee all rights, title and interests in and to the Fighter Ace trademark (the "Trademark") set forth in the Schedule attached hereto and herein incorporated as Exhibit 1 and the applications thereof in the countries indicated in Exhibit 1 together with the good will of the business which is symbolized by the Trademark and with the right to recover for damages and profits and all other remedies for past infringements thereof.

2. Payment and Audit Rights.

2.1 In exchange for the assignment of rights in the Trademark the Assignee shall pay the Assignor an "Earned Royalty" of six percent (6%) on Assignee's Net Receipts from the distribution of any products incorporating the Trademark. As used herein, "Net Receipts" shall mean all sums received by the Assignee from the distribution of any product incorporating the Trademark less returns, rebates, applicable freight and taxes.

2.2 For purposes of determining Net Receipts, if (i) Assignee receives an indivisible price for two or more products, including one or more Assignee product(s) incorporating the Trademark, or (ii) the Assignee distributes one or more Assignee product(s) incorporating the Trademark as part of a "package deal" or promotion with one or more other products such that the price for one or more of Assignee's product(s) incorporating the Trademark is discounted, then the indivisible price or the price for all

Microsoft

products in the "package" or promotion shall be allocated among the products involved (including the product(s) incorporating the Trademark) in proportion to their standard list prices.

2.3 In the event that the Assignee desires to distribute any products incorporating the Trademark in any manner allowed pursuant to the terms of this Agreement for which Net Receipts are indeterminate or otherwise not clearly identifiable, Assignee and Assignor shall negotiate in advance the appropriate Earned Royalty therefore. To the extent possible, such calculation shall approximate the Earned Royalty rates identified in this Agreement.

2.4 Assignee shall pay Earned Royalties to Assignor according to the following terms:

- (i) Within forty five (45) days after the end of each calendar quarter with respect to which Assignee owes Assignor any royalty, Assignee shall furnish Assignor with a statement, together with payments for any amount shown thereby due to Assignor. The statement shall be based upon Net Receipts for the quarter then ended, and shall contain information sufficient to discern how the royalty payment was computed. In the event no royalty is payable to Assignor (but sales of product(s) incorporating the Trademark have occurred) Assignee shall furnish Assignor with a statement similar to the royalty statement, which shall contain information sufficient to discern Net Receipts and "Reserve Balance" as identified in Section 2.4(ii) below.
- (ii) Assignee shall be entitled to withhold from all Earned Royalties otherwise payable hereunder a reasonable Reserve Balance, made in good faith, against anticipated returns of those product(s) incorporating the Trademark that have been distributed, which Reserve Balance shall not exceed fifteen percent (15%) of all amounts due hereunder for the three (3) most recent calendar quarters.

2.5 Assignee agrees to keep all proper records and books of account and all proper entries therein relating to the manufacture, distribution and sale of products incorporating the Trademark, and Assignee's Net Receipts there from.

2.5.1 Assignor may cause an audit to be made, at its expense, of Assignee's applicable records in order to verify statements rendered hereunder. Any such audit shall be conducted only by an independent certified public accountant (other than on a contingency fee basis) after prior written notice to Assignee, and shall be conducted during regular business hours at Assignee's offices and in such a manner as not to interfere with Assignee's normal business activities. In no event shall an audit with

respect to any royalty statement commence later than eighteen (18) months from the date of the statement involved, nor shall the audits be made hereunder more frequently than once annually, nor shall the records supporting any statements be audited more than once. The results of any such audit shall be subject to the nondisclosure obligations set forth in this Agreement. Assignee shall pay interest on all overdue amounts at the rate of twelve percent (12%) per annum from the due date until paid and, in the event that such audit discloses an underpayment to Assignor in excess of five percent (5%) of any amount due, Assignee shall pay Assignor's reasonable third party costs and expenses of such audit.

2.5.2 In the event that Assignor makes any claim against Assignee with respect to such audit, Assignor hereby agrees to make available to Assignee, upon request, its records and reports pertaining to the audit and any such records and reports prepared for Assignor by its accountant(s).

3. Indemnification.

3.1 Assignee hereby agrees to indemnify, pay the defense costs of, and hold Assignor harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages (including attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with any claim that products incorporating the Trademark violate any copyright, trade secret, trademark, patent or other proprietary right of any third party.

3.2 If any action shall be brought against Assignor in respect to which indemnity may be sought from the Assignee pursuant to the provisions of this Section, Assignor shall promptly notify Assignee in writing, specifying the nature of the action and the total monetary amount sought or other such relief as is sought therein. Assignor shall cooperate with Assignee in all reasonable respects in connection with the defense of any such action. Assignee may, upon written notice thereof to Assignor, undertake to conduct all proceedings or negotiations in connection therewith, assume the defense thereof, and if it so undertakes, it shall also undertake all other required steps or proceedings to settle or defend any such action, including the employment of counsel and payment of all expenses. Assignor shall have the right to employ separate counsel and participate in the defense thereof solely at its expense. Assignee shall reimburse Assignor on demand for any payments made or loss suffered by it at any time after the date hereof, based upon the final and non-appealable judgment of any court of competent jurisdiction or pursuant to a bona fide and final compromise or settlement of claims, demands or actions, in respect to any damages to which the foregoing relates.

4. Non-Disclosure Agreement.

Each party expressly undertakes to retain in confidence and to require its officers, employees, agents, licensees, distributors, resellers and all other contractors to retain in confidence all information and know-how transmitted to such party that the disclosing party has identified as being proprietary and/or confidential or which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential. Without limiting the foregoing, the existence and all terms and conditions of this Agreement shall be considered confidential and shall not be disclosed (except to either party's attorneys and accountants on a need-to-know basis) without the prior written consent of the other party, except as required by law, including, without limitation, disclosures required in connection with registration of securities.

5. General.

5.1 This Agreement is shall be governed by the laws of the State of Washington and Assignee consent to jurisdiction and venue in the state and federal courts in King County, Washington.

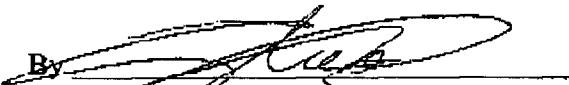
5.2 This Agreement is for the sole benefit of the parties and nothing herein express or implied shall give or be construed to give to any other person, other than the parties, any rights under this Agreement.

5.3 This Agreement constitutes the entire agreement between Assignor and Assignee with respect to the subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement signed by duly authorized representatives of Assignor and Assignee.

MICROSOFT CORPORATION

VR1 ENTERTAINMENT, INC.

By



Stuart Moulder
(Print or Type Name and Title)

By



MIKE LOMAS
(Print or Type Name and Title)

EXHIBIT 1**SCHEDULE**

Country	Class	Status	Reg. No.
Australia	FIGHTER ACE 000, 041	Registered	2/25/1990 741,310
European Community	FIGHTER ACE 009, 041	Registered	10/29/1999 613,653
Japan	FIGHTER ACE 009	Registered	10/20/2000 4,426,089
United States	FIGHTER ACE 009	Registered	10/13/1998 2,196,528
United States	FIGHTER ACE 041	Registered	10/27/1998 2,200,423

ASSIGNMENT OF U.S. TRADEMARK REGISTRATION

WHEREAS,

Institut Straumann AG

of

Hauptstrasse 26
CH-4437 Waldenburg
Switzerland

has adopted, used and is using the following mark (hereinafter, "mark") which is registered in the United States Patent and Trademark Office as follows:-

straumann, Reg. No. 1,998,968, granted September 10, 1996

AND WHEREAS,

Straumann Holding AG

of

Hauptstrasse 26
4437 Waldenburg
Switzerland

is desirous of acquiring said mark and said registration thereof;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said Institut Straumann AG does hereby assign unto the said

Straumann Holding AG

all rights, title and interest in and to the said mark, together with the good will of the business symbolized by the mark, and the above-identified registration thereof.

Institut Straumann AG

By:  

Thomas Jaberg Alex Schär, Dr.
Title: Head Market Supp. CTO,

In the presence of:



Martin Gertsch - CFO

Dated: 16th October 2002

Sidley Austin Brown & Wood LLP
787 Seventh Avenue, New York, New York 10019