

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rage Plc		06/16/2003	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	SCI Games Limited
Street Address:	11 Ivory House, Plantation Wharf
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	SW11 3TN
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number
Serial Number:	78140635

CORRESPONDENCE DATA

Fax Number: (801)537-1799
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8015371700
 Email: witt@mmlaw.com
 Correspondent Name: Madson & Metcalf
 Address Line 1: 15 West South Temple, Suite 900
 Address Line 4: Salt Lake City, UTAH 84101

ATTORNEY DOCKET NUMBER:	2785.3.44
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DOMESTIC REPRESENTATIVE

OP \$40.00 78140635

Name: Evan R. Witt
Address Line 1: 15 West South Temple, Suite 900
Address Line 4: Salt Lake City, UTAH 84101

NAME OF SUBMITTER:

Evan R. Witt

Total Attachments: 5

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Trade Mark Assignment

THIS ASSIGNMENT is made the 16th day of June 2003

BETWEEN

RAGE PLC (in Administrative Receivership) (Company number.1256550) of Martins Building, Water Street, Liverpool, L2 3SP (the Assignor);

ROBERT HUNTER KELLY and KEITH HINDS both of Ernst & Young LLP, PO Box 61, Cloth Hall Court, 14 Kings Street, Leeds LS1 2JN (the Receivers);

SCI ENTERTAINMENT GROUP PLC (company number 03121578) whose registered office is at 11 Ivory House, Plantation Wharf, London SW11 3TN (the Group); and

SCI GAMES LIMITED (Company no. 02201262) of 11 Ivory House, Plantation Wharf, London. SW11 3TN (the Assignee).

RECITALS:

- (A) The Receivers were appointed to act as joint administrative receivers of the Assignor on 15 January 2003 by The Governor and Company of the Bank of Scotland (the "Bank") under the provisions of a debenture dated 30 May 2001 made between the Assignor and the Bank
- (B) The Assignor is the proprietor and beneficial owner of the registered trade mark and trade mark applications as set out in the schedule ("the Trade Marks") and the beneficial owner of all the rights, title, interest and goodwill in the name ROLLING ("the name")
- (C) The Assignor has agreed to assign all of such estate, right, title or interest as it may have in the Trade Marks and the name to the Assignee on the terms set out below.

We hereby certify this to be a true copy



WALKER MORRIS
Solicitors Leeds 1

NOW IT IS HEREBY AGREED as follows:-

1 In consideration of the sum of £1 now paid by the Assignee to the Assignor (receipt of which the Assignor acknowledges) the Assignor **HEREBY ASSIGNS** and transfers to the Assignee:

1.1 such right title and interest as it may have in the Trade Marks and the name;

1.2 all statutory and common law rights and all goodwill attaching to the Trade Marks and the name, and including the right to sue for past infringements and to retain any damages obtained as a result of such action.

2 GOODWILL

The Assignor confirms that this Assignment is made with the goodwill attaching to the Trade Marks and the name.

3 INDEMNITY

The Assignee and Group hereby agree to indemnify the Assignor and the Receivers and keep each of them fully indemnified against any action, proceeding, claim or demand of any kind (actual or contingent) which may be brought or made against any of the Assignor and/or Receivers and any loss, damage, cost, charge or expense which any of the Assignor and/or Receivers have incurred or sustained or directly or indirectly incur or sustain arising by reason directly or indirectly from the exercise of the Assignee's right pursuant to clause 1.2.

4 EXCLUSION OF COVENANTS

4.1 No covenant for title or title guarantee of any sort shall be implied into this deed.

4.2 The Assignee and the Group admit that the Assignee and the Group have made all investigations they wish concerning the Trade Marks and the name and that the Assignee and Group enters into this agreement solely as a result of that inspection and on the basis of the terms of this agreement and not in reliance upon representations or warranties whether written or oral, express

or implied, made by or on behalf of the Assignor or the Receivers or their staff or any agents of representatives thereof of any of them.

5 EXCLUSION OF WARRANTIES

No warranty is given to the Assignee or Group by either the Assignor or the Receivers that the Trade Marks and/or the name are not subject to any licenses, claims or incumbrances.

6 EXCLUSION OF RECEIVERS' PERSONAL LIABILITY

The Receivers have executed this deed as agents for the Assignor and neither they nor their firm or representatives shall incur any personal liability in respect of it or any document made to implement the terms or any collateral agreement which may exist or be implied in any way in respect of the assigned assets or rights. The Receivers are a party to this deed for the purposes of taking the benefit of the exclusion of personal liability contained in this clause but for no other purpose.

7 JURISDICTION

This Assignment shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

8 GENERAL

The rights of the parties under this assignment are personal shall not be assigned without the prior written consent of the other party.

This assignment is binding on and shall enure for the benefit of the successors and agreed assigns of the parties.

No term of this agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement.

IN WITNESS WHEREOF this Assignment has been executed by the parties the day and year first above written.

SIGNED by)
RAGE PLC by one of its Receivers)
in the presence of:)



SIGNED by)
duly authorised to sign for and on behalf)
of **SCI ENTERTAINMENT GROUP PLC**)
in the presence of: F. D. Sel.)



SIGNED by)
duly authorised to sign for and on behalf)
of **SCI GAMES LIMITED**)
in the presence of: F. D. Sel.)



SIGNED by one of the Receivers on)
behalf of both of them:)



Schedule -- The Trade Mark

REGISTERED TRADE MARK

Country	Registration No.	Mark	Classes
United Kingdom	2289156	ROLLING	9, 41

TRADE MARK APPLICATIONS

Country	Application No.	Mark	Classes
European Community	2527059	ROLLING	9, 41
United States of America	78140635	ROLLING	9, 41

MANDP/20753/120004/2359563 13 May 2003 D1V1

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