

02-04-2004

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(Rev. 10/02)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102661457

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

1. Name of conveying party(ies):

Arcade Planet, Inc. 1-29-04

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State of California
- Other \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Trademark and Domain Name Sale

Execution Date: December 6, 2002

2. Name and address of receiving party(ies)

Name: Cadillac Jack, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 2420 Meadowbrook Parkway

City: Duluth State: GA Zip: 30096

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Georgia
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Reg. No. 1,813,877, Mark: Super Bank-It

Additional number(s) attached  Yes  No

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

Name: Jackie Hefner

Internal Address: \_\_\_\_\_

Street Address: 2420 Meadowbrook Parkway

City: Duluth State: GA Zip: 30096

6. Total number of applications and registrations involved: \_\_\_\_\_

8

7. Total fee (37 CFR 3.41).....\$215.00

- 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.

Jackie M. Hefner

Name of Person Signing

Signature

1-29-2004

Date

Total number of pages including cover sheet, attachments, and document: 7

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

02 03/2501 RECUPER 00000147 1813877

01 2/26/04  
02 2/26/04

49.00 EP  
173.00 OF

ADDITIONAL TRADEMARK REGISTRATION NUMBERS:

<b>Reg. No.</b>	<b>Mark</b>
2,057,418	Speed Bag
2,333,888	Quack Attack
2,320,254	Slide Master
2,195,909	Stack-em!
2,134,573	Super Solar Spin
2,098,321	Squirms
2,257,990	Insta-Prize

## TRADEMARK AND DOMAIN NAME SALE AND TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK AND DOMAIN NAME SALE AND TRADEMARK LICENSE AGREEMENT ("Agreement") is dated as of December 6<sup>th</sup>, 2002 by and between Arcade Planet, Inc., a California Corporation ("SELLER") and Cadillac Jack, Inc., a South Carolina Corporation ("BUYER").

### DOMAIN NAME SALE:

SELLER hereby assigns and transfers to BUYER all right, title and interest to the lazertron.com domain name (the "Domain Name"). SELLER will take all actions reasonably requested by BUYER to transfer the Domain Name to BUYER.

### TRADEMARKS SALE:

SELLER hereby sells to BUYER, and BUYER hereby purchases from SELLER, all of SELLER'S right, title, goodwill, and interest in the registered Trademarks listed in Exhibit A-3, in the common law Trademarks listed in Exhibit A-4 only to the extent such interests exist and are possessed by SELLER, and the LAZER-TRON registered trademark. SELLER and BUYER agree that the property rights, interest, and goodwill being transferred for any mark shown in the attached list are only those currently possessed by SELLER, with all defects and "as is".

### TRADEMARK LICENSE:

BUYER ("LICENSOR" in this TRADEMARK LICENSE section), upon execution of this Agreement, hereby grants to SELLER ("LICENSEE" in this TRADEMARK LICENSE section) an exclusive, world-wide, royalty-free and fully paid-up license ("License") to each Trademark sold to LICENSOR upon execution of this Agreement in the agreed upon Fields Of Use (FOU) as defined for and in this TRADEMARK LICENSE section for a period of five (5) years, renewable annually thereafter upon request by LICENSEE and with the consent of LICENSOR, said consent not to be unreasonably withheld and with the same terms as found in this License.

LICENSOR grants LICENSEE the exclusive right to use and fully exploit, including but not limited to advertising of any kind in any venue, the Trademarks transferred in this Agreement. This trademark license is for the following FOU's: any and all tournament games and gaming ("Tournament Games"), and any and all games where the outcome is based at least partially on chance or random events ("Chance Games"), and games, events, tournaments, and the like where the participants interact with a game or use its results remotely, including but not limited to a remote connection being an intermittent or constant network connection and including any and all Internet connections ("Network/Remote Games"). The exclusive FOU grant and restriction in this License to Tournament Games, Chance Games, and Network/Remote Games shall remain in effect for the duration of this License.

REPRESENTATIONS:

SELLER represents that it has the full right and power to assign the Domain Name and Trademarks in Exhibit A-3 as set forth in this Agreement. SELLER further represents that to the best of SELLER'S knowledge as of the signing date of this Agreement, there are no suits filed in a court of competent jurisdiction within the United State of America against the trademarks listed in Exhibit A-3.

SURVIVAL OF REPRESENTATIONS AND/OR WARRANTIES:

All representations and warranties made by SELLER herein shall terminate on the date 9 (nine) months immediately following the signing of this Agreement.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, LICENSOR DOES NOT MAKE ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THE LICENSE GRANTED HEREIN IS "AS IS" AND "WITH ALL FAULTS".

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

SELLER (and subsequent LICENSOR):

Arcade Planet, Inc., a California Corporation

By:  <sup>11P</sup>

Print name: Robert A. Luciani, Jr.

Title: PRESIDENT

BUYER (and subsequent LICENSEE):

Cadillac Jack, Inc., a South Carolina Corporation

By: 

Print name: MIKE MACKE

Title: PRESIDENT

## EXHIBIT A-3

### Trademarks ®

TM Registration Number 1958852  
Wheelin-N-Dealin

TM Registration Number 1984290  
Swamp Stomp

TM Registration Number 1813877  
Super Bank-It

TM Registration Number 2057418  
Speed Bag

TM Registration Number 2333888  
Quack Attack

TM Registration Number 2320254  
Slide Master

TM Registration Number 2195909  
Stack'em!

TM Registration Number 2134573  
Super Solar Spin

TM Registration Number 2040737  
Solar Spin

TM Registration Number 2080308  
Scud Attack

TM Registration Number 2098321  
Squirms

TM Registration Number 2017760  
Lazer-Tron

TM Registration Number 1956469  
The Wave

TM Registration Number 2257990  
Insta-Prize

EXHIBIT A-4

Trademarks <sup>TM</sup>: Transfer Of The Property Rights And Goodwill To  
The Extent They Exist And Are Possessed By Seller

Haunted House  
Shuttle Launch  
Slugger's Ally  
Spin To Win  
Aftershock  
Awesome Toss'em  
Rabbit Racin'  
Wild Thing  
Shake, Rattle and Roll  
Dino Games  
Pirate's Gold  
Ring Toss  
Pogger  
Miner's Revenge  
Rollin for Riches  
Pitch It  
Pharaoh's Fantasy  
Birdie Putt  
Hoppin Harry  
Bermuda Triangle  
Roll A Rainbow  
Match'em Up  
VRS Games  
First Stomper  
Ticket Track  
Blast It  
Bounce About  
VRS Junior  
Wheel Of Wonder  
Hi or Lo  
Mega Bonus  
Coynz  
Flipz  
Lot-O-Fun