

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

Name	Formerly	Execution Date	Entity Type
Radica China Ltd.		02/01/2003	CORPORATION: VIRGIN ISLANDS, BRITISH

RECEIVING PARTY DATA

Name:	Radica Games Ltd.
Street Address:	Clarendon House
Internal Address:	Church Street
City:	Hamilton HM11
State/Country:	BERMUDA
Entity Type:	CORPORATION: BERMUDA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2840724	GAMESTER
Registration Number:	2589810	SKANNERZ
Registration Number:	2775256	POCKET POKER
Registration Number:	2615796	PLAY TV
Registration Number:	2288074	RADICA:
Registration Number:	2625604	JACKPOT SLOT
Registration Number:	2606299	SPORT BASS FISHIN'
Registration Number:	2596461	BASS FISHIN'
Registration Number:	1839122	POCKET POKER
Registration Number:	1823491	RADICA
Registration Number:	2366417	ULTIMATE GOLF

CORRESPONDENCE DATA

Fax Number: (312)827-8185

900022135

**TRADEMARK
 REEL: 003055 FRAME: 0355**

CH \$290.00 2840724

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-955-6847
Email: kreddick@bellboyd.com
Correspondent Name: Kimberly N. Reddick
Address Line 1: Bell, Boyd & Lloyd LLC
Address Line 2: P.O. Box 1135
Address Line 4: Chicago, ILLINOIS 60690

DOMESTIC REPRESENTATIVE

Name: Kimberly N. Reddick
Address Line 1: Bell, Boyd & Lloyd LLC
Address Line 2: P.O. Box 1135
Address Line 4: Chicago, ILLINOIS 60690

NAME OF SUBMITTER:	Kimberly N. Reddick
Signature:	/knr/
Date:	03/30/2005

Total Attachments: 3
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TRADEMARK TRANSFER AND
ASSIGNMENT AGREEMENT

THIS AGREEMENT is made as of the 1st. day of February, 2003 by and between Radica China Limited, a company incorporated in the British Virgin Islands with its registered office at Omar Hodge Building, Wickhams Cay 1, P O Box 362, Road Town, Tortola, British Virgin Islands (hereinafter referred to as the "Radica China"), and Radica Games Limited, a company incorporated in Bermuda with its registered address at Clarendon House, Church Street, Hamilton HM11, Bermuda (hereinafter referred to as the "Radica Games").

WHEREAS, Radica China has been engaged in the manufacturing and distribution of a diverse line of electronic entertainment products, video game controllers and accessories, and girls' lifestyle electronics and desires to transfer the rights for all trademarks owned by Radica China (hereinafter referred to as the "Trademarks"); and

WHEREAS, Radica Games is the holding company for the Group and will hold all the trademarks owned by the Group.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. **Transfer.** Radica China agrees to transfer to Radica Games the entire right to all the trademarks it owns.

All costs associated with the transfer of the Trademarks shall be borne by Radica Games.

2. **Consideration.** The transfer is made by way of a dividend from Radica China to Radica Games.

3. **Binding effect.** Except as otherwise provided herein, this agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

4. **Non-waiver.** No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

5. **Headings.** Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions.

6. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the British Virgin Islands.

7. **Counterparts.** The agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8. **Entire agreement; modification.** This agreement supersedes all prior agreements and constitutes the entire agreement between the parties concerning the subject matter hereof. It may not be amended or modified except by an instrument executed by both parties.

9. **Notices.** All notices shall be in writing. All notices, statements, payments, or other documents required by this agreement shall be delivered personally or mailed by certified mail, postage prepaid, addressed to the parties as follows;

If to Radica China Limited: Radica China Limited
Omar Hodge Building
Wickhams Cay 1
P O Box 362
Road Town
Tortola
British Virgins Islands
Tel No: (284) 494-5108
Fax No: (284) 494-4704

If to Radica Games Limited: Radica Games Limited
Clarendon House
Church Street
Hamilton HM11
Bermuda
Fax No: (809) 292-4720

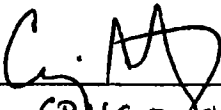
IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed as of the day and year first above written.

Witness:

Radica China Limited




R. E. INTERBROOK




By: CRAIG D. STOREY
Title: DIRECTOR

Witness:

Radica Games Limited



R. E. INTERBROOK.



By: D. C. L. HOWELL
Title: DIRECTOR