

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atari Interactive, Inc.		04/06/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Firaxis Games, Inc.		
Street Address:	11350 McCormick Road, Executive Plaza III		
Internal Address:	Suite 1100		
City:	Hunt Valley		
State/Country:	MARYLAND		
Postal Code:	21031		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1941611	SID MEIER'S COLONIZATION	
CORRESPONDENCE DATA			
Fax Number:	(202)344-8300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jlpatt@venable.com		
Correspondent Name:	Jacqueline Levasseur Patt		
Address Line 1:	Venable, P.O. Box 34385		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20043		
NAME OF SUBMITTER:	Jacqueline Levasseur Patt		
Signature:	/jacqueline levasseur patt/		
Date:	09/02/2005		

Total Attachments: 4
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**TRADEMARK
 REEL: 003152 FRAME: 0393**

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ASSIGNMENT OF RIGHTS IN SID MEIER'S COLONIZATION!
FROM ATARI INTERACTIVE, INC. TO FIRAXIS GAMES, INC.

COMES NOW, ATARI Interactive, Inc. [50 Dunham Road, Beverly, MA 01915] (p.k.a., Infogrames Interactive, Inc.) ("ATARI") and hereby sells, transfers, assigns and conveys certain rights to Firaxis Games, Inc. [11350 McCormick Road, Executive Plaza III; Suite 1100, Hunt Valley, MD 21031] ("Firaxis"), as set forth herein.

WHEREAS Microprose Software, Inc. ("Microprose") owned all copyrights, trademarks, and other rights (including, but not limited to, all U.S. and foreign: patents; trade secrets; Technology¹; trademarks, trade names, and accompanying good will; copyrights; moral rights; designs; rights of publicity; mask work rights; utility models; and other industrial or intangible rights of a similar nature), hereinafter collectively referred to as the "Intellectual Property," in any and all versions, ports, expansion packs, packaging and manuals of the video game title Sid Meier's Colonization (a.k.a. Sid Meier's Colonization: Create a New Nation.) in all formats and media (the "Work Product").

WHEREAS Microprose registered certain of its copyrights and trademarks in many, if not all, of the elements for which such protection is available in the Work Product with the United States Copyright Office and the United States Patent and Trademark Office. Such registrations are listed in the attached Schedule A (hereinafter collectively referred to as the "Registered Works").

WHEREAS ATARI has acquired by written transfer from Microprose all Intellectual Property rights in the Work Product.

NOW, THEREFORE, it is the intent and understanding of ATARI and Firaxis that one hundred percent (100%) of the interest in the Intellectual Property rights which exist in the specified Work Product,

¹ "Technology" shall mean all discoveries, inventions, writings, know-how, designs, techniques, methods, formulae, algorithms, procedures and all acknowledge or other information, whether or not the subject matter thereof is patentable, copyrightable or eligible for mask work protection, which are incorporated in or used in designing, developing or modifying the Work Product or any hardware or software component thereof, or are known or become known to Firaxis and are useful in connection therewith, excluding subject matter in the public domain as of the date hereof or which hereafter enters the public domain through no fault of Firaxis.

including the unregistered works and Registered Works and all derivative works thereof, and any modifications and variations of the Work Product is hereby vested and assigned to Firaxis.

To the fullest extent permitted under 17 U.S.C. §101 et seq., this document shall constitute a complete and absolute assignment to Firaxis of any and all rights and interests in the copyrights that ATARI has in the Work Product and/or may have acquired as a result of its acquisition of the Intellectual Property rights in the Work Product from Microprose, whether registered or unregistered.


This document shall also constitute a complete and absolute assignment to Firaxis of the entire right, title and interest in and to the United States trademark registration listed in Schedule A, as well as all other unregistered trademarks and trade names inherent in the Work Product (collectively the "Marks"), together with the goodwill of the business symbolized by said Marks, the right of ATARI to conduct business under said Marks, and the right of ATARI to sue for past and future infringements of the Marks.

This document shall also constitute a complete and absolute assignment to Firaxis of any and all rights and interests in the Intellectual Property that ATARI has in the Work Product and/or may have acquired as a result of its acquisition of the Intellectual Property rights from Microprose, including but not limited to all grants and registrations worldwide in connection with the foregoing and all other rights with respect thereto existing other than pursuant to grant of registration; all applications for any such grant or registration, all rights of priority under international conventions to make such applications and the right to control their prosecution, and all amendments, continuations, divisions and continuations-in-part of such applications; and all corrections, reissues, patents of addition, extensions and renewals of any such grant or registration right.

The right transferred herein also include the right to prosecute any and all past, present, or future infringements and/or other violations of the copyright, trademark or other Intellectual Property rights in said Work Product.

ATARI agrees (without any additional compensation) to execute such other documents as may be requested of ATARI by Firaxis, if necessary, to cure any defect in this assignment and to assist Firaxis in the prosecution and/or protection of the rights granted to it herein.


ATARI'S Initials


Firaxis's Initials

The assignments in this document shall not effect nor limit ATARI's license to exploit the Work Product as agreed upon by the parties in their agreement dated October 21, 2002, as amended.

ATARI warrants that: a) ATARI actually owns the Intellectual Property rights in the Work Product; b) ATARI received the Intellectual Property rights in the Work Product by valid transfer from Microprose; c) ATARI has the right to assign the Intellectual Property rights in the Work Product to Firaxis, and that by doing so, ATARI will not be violating the rights of any third party; d) the Work Product does not infringe on the Intellectual Property rights of any third party; e) the Intellectual Property rights in the Work Product have not been mortgaged, encumbered, pledged, or otherwise rendered subject to a lien for the purpose of securing the payment of money or the performance of an obligation; and f) Firaxis shall not be required to obtain any third-party licenses or permission in order to use, license, sublicense or assign the Work Product or the Intellectual Property rights therein.

ATARI agrees to indemnify Firaxis from any and all claims, damages, costs and expenses (including attorneys' fees) arising from any breach of this Agreement, the warranties herein, or from any third party claim alleging a breach of the warranties.

Good and valuable consideration has been given to the undersigned for the assignment of these rights, and all other rights herein.

I, having the authority to bind the party for whom I sign, have read and understood the terms of this assignment and agree that I and/or my company shall abide by them as evidence from my signature below.

ATARI INTERACTIVE Inc.

Firaxis Games, Inc

Date

4-6-05

Date

[Signature]

[Signature]

Print Name

Print Title

Jeff Biggs

Print Name

Pres / CEO

Print Title

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SCHEDULE A

The following are the known Registered Works as referenced in the **Assignment of Rights In Sid Meier's Colonization**:

Copyrights:

TITLE OF WORK	REGISTRATION NO.	REGISTRATION DATE	DEPOSIT MATERIAL
Sid Meier's Colonization: Create a New Nation.	TX-3-924-231	Feb 7, 1995	3 computer disks & instruction manual.

Trademarks

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE	CLASS
SID MEIER'S COLONIZATION	1,941,611	December 12, 1995	IC 028. US 022 038 050. G&S: Computer Game Programs

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JLB
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