

10-27-2005



Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/05)

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

103108281

U.S. PATENT AND TRADEMARK OFFICE
TRADEMARKS ONLY

10/24/05

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Gameworks Australia

- Individual(s)
- General Partnership
- Corporation- State: Australia
- Other _____

Citizenship (see guidelines) Australia

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) _____

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Lightning Box Games Pty Limited

Internal _____

Address: _____

Street Address: 21/375 Crown Street

City: Surry Hills

State: New South Wales

Country: Australia Zip: 2010

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
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)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

78491915

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Beach Comber

Filing Date: 09/03/2004

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

Name: Elizabeth Wrinkle

Internal Address: _____

Street Address: 1007 Specialty Drive

City: Dexter

State: MO Zip: 63841

Phone Number: 15599044798

Fax Number: _____

Email Address: peter@lightningboxgames.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

American Express: 3760 625295 81007

a. Credit Card Last 4 Numbers 0608
Expiration Date 04/07

b. Deposit Account Number _____
Authorized User Name David Little

9. Signature:

Michael Casetta
Signature

Name of Person Signing

8/8/05
Date

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

DEED OF ASSIGNMENT

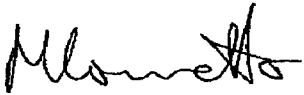
Gameworks Australia

and

Lightning Box Games Pty Limited

I certify that this and the following two pages are a true copy
of Deed of Assignment between Gameworks ~~International Pty Limited~~
and Lightning Box Games Pty Limited dated 5 August 2005 to assign
Trade Mark No 78491915 for the words "Beach Comber".

ME.
Australia



.....
Michael Cossetto, Solicitor Sydney

Bartier Perry
Level 18/133 Castlereagh Street, Sydney
DX 109 Sydney PO BOX 2631
Phone: 8281 7800 Fax 8281 7838

DEED OF ASSIGNMENT

DATE OF DEED: 5 August 2005

PARTIES:

GAMEWORKS AUSTRALIA ACN 088 557 822 of 42 Ritchard Avenue, Coogee, New South Wales, 2034 Australia (*Gameworks*)

and

LIGHTNING BOX GAMES PTY LIMITED ABN 91 098 050 296 of 21/375 Crown Street, Surry Hills, New South Wales, 2010 Australia (*LBG*)

1 ASSIGNMENT

Gameworks hereby assigns to LBG all right, title and interest (including the present and future copyright and all other intellectual property rights) in and to the Trade Mark throughout the world in perpetuity.

2 WARRANTIES

Gameworks warrants to LBG that the rights assigned under clause 1 are vested in Gameworks free from encumbrances and Gameworks is free to assign those rights to LBG.

3 NO PAYMENT

Gameworks agrees that there is to be no payment to Gameworks for the assignment of rights set out in clause 1.

4 RIGHT TO TAKE ACTION

Gameworks's assignment of all right title and interest in the Trade Mark under clause 1 includes the right to take action and recover damages, an account of profits or both against third parties for infringement or misuse of those rights which may have occurred prior to, or which may occur on and from the date of this deed.

5 RECORD OF ASSIGNMENT

LBG agrees to apply to record the assignment of the Trade Mark with the US Patent and Trade Marks Office (*USPTO*) and to bear all costs, fees and stamp duty in connection with this assignment and its recordation. Gameworks agrees that LBG may provide a copy of this deed to the USPTO.

6 ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties with respect to its subject matter and may not be modified except by an agreement in writing signed by the duly authorised representatives of the parties.

7 FURTHER DOCUMENTS

Each party must do everything, and sign and deliver all documents, reasonably required by the other to give full effect to this agreement.

8 GOVERNING LAW.

The law of New South Wales governs this agreement and each party submits to the non-exclusive jurisdiction of the New South Wales courts.

9 DEFINITIONS

In this deed –

Trade Mark means the trade mark that is the subject of US Trade Mark Serial No. 78491915 for the words "Beach Comber" in class 9.

10 INTERPRETATION

In this deed –

- (a) The singular includes the plural and vice versa.
- (b) A reference to a person includes a corporation.
- (c) A reference to a gender includes all genders.
- (d) A reference to a clause, schedule or annexure is a reference to a clause or schedule of or annexure to this agreement and a reference to this agreement includes a reference to the schedule and annexures.
- (e) Headings are for convenience and do not affect interpretation.

EXECUTED as a deed.

EXECUTED by GAMEWORKS AUSTRALIA as a deed in accordance with s.127 of the Corporations Act 2001:

Signature of Director

Name

Signature of Director

Name

EXECUTED by LIGHTNING BOX GAMES PTY LIMITED as a deed in accordance with s.127 of the Corporations Act 2001:

Signature of Director

Name

Signature of Director

Name

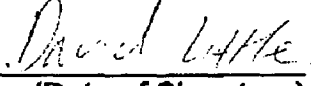
Designation of Domestic Representative

Elizabeth Wrinkle whose postal address is 1007 Specialty Drive, Dexter, MO 63841 is hereby designated Lightning Box Games Pty Limited's representative upon whom notice or process in this proceeding may be served.



(Signature of Designating Party)

David Little, Director
(Identification of Person Signing)



(Date of Signature)

5 August 2005