

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:	2-12 Au Pui Wan St.
Internal Address:	Suite R, 6/FI.
City:	Fo Tan
State/Country:	HONG KONG
Entity Type:	CORPORATION: BERMUDA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2556813	IRACER

CORRESPONDENCE DATA

Fax Number: (312)827-8185
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-955-6847
 Email: trademarks@bellboyd.com
 Correspondent Name: Kimberly N. Reddick
 Address Line 1: P.O. Box 1135
 Address Line 4: Chicago, ILLINOIS 60690

ATTORNEY DOCKET NUMBER:	115438-75
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DOMESTIC REPRESENTATIVE

Name: Michael T. Murphy
 Address Line 1: Bell, Boyd & Lloyd LLC
 Address Line 2: P.O. Box 1135

CH \$40.00 2556813

Address Line 4: Chicago, ILLINOIS 60690

NAME OF SUBMITTER: Kimberly N. Reddick

Signature: /knr/

Date: 09/14/2006

Total Attachments: 5

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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 principal office at Suite R, 6/Fl., 2-12 Au Pui Wan Street, Fo Tan, Hong Kong (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
Suite R, 6/F
2-12 Au Pui Wan Street
Fo Tan
Hong Kong
Tel No: (852) 2693-2238
Fax No: (852) 2695-9657

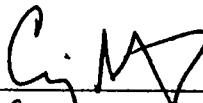
IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed as of the day and year first above written.

Witness:

Radica China Limited



R. F. EVERBROOK



By: CRAIG D. STOREY
Title: DIRECTOR

Witness:

Radica Games Limited



R. F. EVERBROOK.



By: J. P. L. HASEN
Title: DIRECTOR

EXHIBIT A

RADICA CHINA LTD TRADEMARK REGISTRATIONS AND APPLICATIONS
ASSIGNED TO RADICA GAMES LTD.

Trademark/Service Mark	Registration Number
Bass Fishin' 3-D Game Configuration	2,254,985
DEEP SEA FISHIN' and Design	2,354,382
BASS FISHIN' and Design	2,596,461
TRAIL BURNER	2,286,387
TANK ASSAULT	2,297,363
SUB ASSAULT	2,418,538
TRACER ACE	2,298,753
INLINE ALLEY	2,271,143
VMS VIRTUAL MOTION SENSOR and Design	2,345,993
VMS	2,279,988
GET REAL . . . GET RADICA	2,341,961
STEALTH ASSAULT	2,269,113
RADICA (stylized)	2,288,074
THROW-MOTION BOWLING	2,297,044
SPORT BASS FISHIN	2,606,299
FISH OR MAN	2,297,045
RADICA RIDER	2,356,289
Miscellaneous Design	2,407,350
JACKPOT SLOT	2,625,604
SPORTS NUT	2,511,037
ULTIMATE GOLF	2,366,417
ROAD RALLY	2,425,879
IRACER (stylized)	2,556,813
OPUS	2,568,174
PLAY TV	2,615,796
RADICA ROCK	2,560,306
SKANNERZ	2,589,810
PATAAK	2,583,704
THE UNFAIR ADVANTAGE	2,568,460
ZENDRA	2,613,519
RADICA	1,823,491
POCKET POKER	1,839,122
POCKET BLACKJACK 21	1,837,561
UJALU	2,756,806
TRAP LIGHT	2,701,261
FLOODLIGHT	2,748,441
AIRFORCE I COMBAT	2,741,412

EXHIBIT A

TRADEMARK/SERVICE MARK	APPLICATION NUMBER
PRO GUIDE BASS FISHIN'	75/794,056
GAMESTER	76/224,848
COLOR CHAMELEON	76/258,357
POCKET POKER	76/472,528