

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):**

Richard P. McWilliam

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

Citizenship (see guidelines) Nevada, USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) June 8, 2009

- Assignment                               Merger
- Security Agreement                       Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: MPR Revocable Trust

Internal Address: Suite 850

Street Address: 3993 Howard Hughes Parkway

City: Las Vegas

State: Nevada

Country: USA                              Zip: 89109

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship \_\_\_\_\_
- Other Trust      Citizenship Nevada, USA

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)

B. Trademark Registration No.(s)

2921182

Additional sheet(s) attached?  Yes  No

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

E UPPER DECK ENTERTAINMENT

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

Name: Nina Ringel

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

Street Address: 5909 Sea Otter Place

City: Carlsbad

State: CA                              Zip: 92010

Phone Number: 760-929-3162

Fax Number: 760-929-6544

Email Address: trademarks@upperdeck.com

**6. Total number of applications and registrations involved:**

1

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

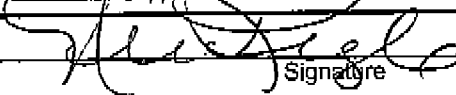
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number 210750

Authorized User Name Tara Savage

**9. Signature:**



Signature

6-15-09

Date

Nina Ringel

Name of Person Signing

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

2

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

## TRADEMARK ASSIGNMENT AGREEMENT

### THE UNDERSIGNED:

**Richard P. McWilliam**, an individual under the laws of the United States of America, having its seat at 3993 Howard Hughes Parkway, Suite 850, Las Vegas, Nevada, 89109, *United States of America*, legally represented by an authorized representative, hereinafter referred to as the "Assignor";

and:

**MPR Revocable Trust**, a trust formed under the laws of the United States of America, having its seat at 3993 Howard Hughes Parkway, Suite 850, Nevada, Las Vegas, 89109, *United States of America*, legally represented by an authorized representative, hereinafter referred to as the "Assignee";

The Assignor and the Assignee shall hereinafter collectively also be referred to as the "Parties";

### HAVING REGARD TO THE FOLLOWING:

- (a) the Assignor is the owner of the trademark, registered in United States of America.
- (b) the Assignor is an affiliate of Assignee, and is willing to assign the trademark to Assignee on the terms and conditions set forth herein;
- (c) the Assignee is willing to assign the trademark to the Assignee for no consideration;

### HAVE AGREED AS FOLLOWS:

#### Article 1. Assignment

The Assignor hereby transfers and assigns to the Assignee all of its right, title and interest, including any goodwill, in and to the following trademark: **E Upper Deck Entertainment, reg. 2921182**.

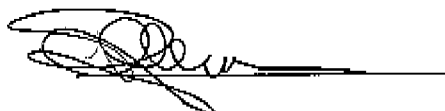
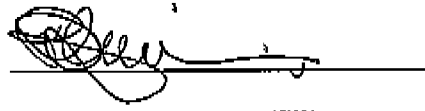
The rights assigned under this agreement include all rights, privileges and advantages attaching to the trademark, including the right under applicable law to initiate proceedings and recover damages and to obtain all other remedies in respect of past infringements and unauthorised use of the trademark.

#### Article 2. Governing law; dispute resolution

This agreement shall be governed by the laws of the state of California. Any dispute arising under this agreement shall be exclusively submitted to the competent court in the state of California.

Assignor: Richard P. McWilliam

Assignee: MPR Revocable Trust

Name: Richard P. McWilliam  
Function: Individual  
Date: June 8, 2009  
Place: Carlsbad, CA

Name: Richard P. McWilliam  
Function: Trustee  
Date: June 8, 2009  
Place: Carlsbad, CA