

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
Strategy First Inc.		02/23/2010	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	bitComposer Games GmbH		
Street Address:	Mergenthalerallee 79-81		
City:	Eschborn		
State/Country:	GERMANY		
Postal Code:	65760		
Entity Type:	CORPORATION: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3417546	JAGGED ALLIANCE	
CORRESPONDENCE DATA			
Fax Number:	(202)429-4624		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(202) 429-8970		
Email:	llevy@lermansenter.com		
Correspondent Name:	Louis J. Levy, Lerman Senter PLLC		
Address Line 1:	2000 K Street, N.W.		
Address Line 2:	Suite 600		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006-1809		
ATTORNEY DOCKET NUMBER:	5076.0006		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

OP \$40.00 3417546

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Louis J. Levy

Signature:

/louis j. levy/

Date:

03/11/2010

Total Attachments: 8

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**AGREEMENT
FOR
PURCHASE AND ASSIGNMENT
OF
COPYRIGHT AND TRADEMARKS**

between:

Strategy First, Inc.,
147 Saint Paul Ouest, Suite # 210,
Montréal, Québec,
H2Y 1Z5,
CANADA

and

Silverstar Holdings, Limited
1900 Glades Road, Suite 435
Boca Raton, FL 33431
USA

hereinafter referred to as "Seller" -

and

bitComposer Games GmbH,
Mergenthalerallee 79-81,
65760 Eschborn,
GERMANY

- hereinafter referred to as "Buyer" -

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Preamble

1. Seller is owner of the copyright in the computer game "JAGGED ALLIANCE" and corresponding rights to use as well as several trademarks and internet domains "JAGGED ALLIANCE" ("the IP"). Seller desires to sell and assign to Buyer all IP on "JAGGED ALLIANCE".

Buyer desires to purchase the IP from Seller.

2. The IP comprises all copyrights and rights to use in the computer game "JAGGED ALLIANCE", "JAGGED ALLIANCE 2" and all other sequels and add-ons to the original game "JAGGED ALLIANCE" and its underlying works, in particular the software, story events, names, titles, characters, likenesses, logos, manuals, guidebooks, sounds or other elements and excerpts of the computer game ("the Copyright").

The IP also comprises all trademarks "JAGGED ALLIANCE" owned by Seller ("the Trademarks"), at least the following trademarks:

Trademark	Registration No.	Registration Date
US Federal Trademark "JAGGED ALLIANCE"	3417546	April 29, 2008
Community Trademark "JAGGED ALLIANCE"	908871	December 14, 1999
Russian Trademark "JAGGED ALLIANCE"	356773	August 11, 2008

The IP also comprises all internet domains "JAGGED ALLIANCE" owned by Seller ("the Internet Domains"), at least the following internet domains:

Domain	SLD	TLD
	Jaggedalliance	.com
	Jaggedalliance2	.com
	Jaggedalliance3	.com

3. It is a known fact to both parties that in addition to the trademarks that are owned by Seller, there exist further trademarks comprising the designation "JAGGED ALLIANCE":

- (i) "JAGGED ALLIANCE 2 WildFire" German Trademark No. 30463489, registered on January 27, 2005
- (ii) "JAGGED ALLIANCE 3" German Trademark No. 30753279, registered on March 31, 2008

The parties are aware that Seller has filed oppositions against both above-mentioned trademarks and that the corresponding opposition proceedings are still ongoing.

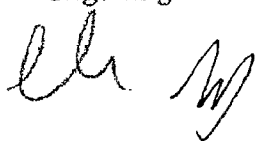
Copyright Sale and Assignment

4. Seller – as far as admissible – sells and assigns to Buyer exclusively the Copyright in the computer game "JAGGED ALLIANCE" and its underlying works that may exist worldwide. As far as such assignment is inadmissible, Seller assigns to Buyer the exclusive right to exploit the software and the works connected with it listed under paragraph 2. and Annex 1, in particular:

- the right of reproduction
- the right of distribution
- the right of exhibition
- the right of recitation, performance, representation and presentation
- the right of broadcasting
- right of communication by means of visual or sound records
- right of communications of broadcasts
- right of adapting and transforming the works to formats compatible with - but not restricted to – portable media players, smartphones, PDAs and game pads

Buyer accepts the foregoing offer and assignment of the Copyright or the exclusive right of exploitation as defined above.

5. Seller delivers to Buyer a DVD of all available versions of the computer game "JAGGED ALLIANCE" "JAGGED ALLIANCE 2" and all other sequels and add-ons to the original game "JAGGED ALLIANCE", the corresponding source codes as well as any other



relevant documents, in particular descriptions, manuals and user guides in all available languages.

6. Seller agrees that the works subject to this agreement shall not bear an author's designation.

Trademark and Internet Domain Sale and Assignment

7. Seller sells and assigns to Buyer the Trademarks and Internet Domains
Buyer accepts the foregoing offer and assignment of the Trademarks and Internet Domains.

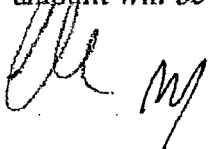
Recordings

8. Buyer shall undertake all acts required for recording the transfer in ownership of the Trademarks with the respective Trademark Offices and bear all costs incurred thereby. Seller shall support Buyer accordingly, in particular by submitting required documents, as far as is necessary. This applies in analogy to the transfer of the Internet Domains. Seller hereby delivers power of attorney to Buyer to enable the Buyer to expeditiously conclude the transfers referenced herein (attached as Annex 3).

9. Seller delivers without delay to Buyer the registration certificates of the Trademarks.

Purchase Price and Payment Terms

In consideration of the intellectual property rights assigned with this agreement Buyer shall pay to Seller the total amount of [REDACTED] EUR. A payment of [REDACTED] EUR towards the total purchase price shall be made by Buyer upon signature of this agreement. The second payment of [REDACTED] EUR shall be paid once the recording of the change of the ownership in the respective trademark registers took place, domains are transferred, assets listed in par. 5 are delivered. The last instalment of [REDACTED] EUR shall be paid after a waiting period of six months provided that no third party will have challenged Buyer's right to the IP assigned to Buyer with this agreement. Buyer shall transfer [REDACTED] EUR from this payment to 3A Akella in exchange for full and final transfer of the Jagged Alliance Trademarks in Russia with exception of the rights for books based on Jagged Alliance franchise in Russian language only and [REDACTED] Euro to Serguei An as a fee for having initiated this transaction. Any remaining amount will be wired to the Seller c/o Silverstar Holdings. In case that Buyer will be attacked



by a third party, who claims to possess senior rights to the IP herewith assigned the remaining amount of ██████████ EUR shall be devoted to Buyer's defence of the IP. For all payments Seller must issue a proper invoice showing amount and bank details. If payment must be done to another account than the Seller, Seller must indicate the corresponding account and bank details on the respective invoice. All payments under this Agreement are exclusive of value added tax and any other tax, duty, charge or levy arising in respect of the sale of the IP, which shall be the responsibility of each party within their respective tax jurisdiction. The Buyer for Germany, the sellers for Canada, Akella and Sergeui An in their respective tax jurisdictions. If a tax exemption form is necessary, both parties will cooperate to get these exemption.

10. Termination

11. The Seller shall have the right to terminate this agreement in case of a financial breach and / or bankruptcy by the Buyer.

The Buyer is considered in financial breach if the Seller does not receive the money within five (5) business days after reaching the following milestones:

- signature of this agreement;
- transfer of the trademark registration as per par. 10 and delivery of the materials as per par. 5
- six (6) months after the trademark has been transferred and provided that no third party has challenged Buyer's right to the IP assigned to Buyer with this agreement.

In this case, the Seller shall deliver a notice of default to the Buyer. From the date the default notice is received, the Buyer shall have ten (10) business days (Final Cure Period) to make such Payment. If the Payment is not made within Final Cure Period, the Seller shall have the right to issue Termination Notice with immediate effect.

The Buyer shall have the right to terminate this agreement at its sole discretion in case of the bankruptcy by the Seller and / or failure to transfer the trademark registrations as per par 10 and to deliver the materials as per paragraph 5 within three (3) months after the signature of this agreement.

After all payments are done, Seller cannot terminate the contract anymore.

Effect of the Termination.



12. In the case, this agreement is terminated by the Seller, all obligations by the Seller under this agreement become nil and void. All money paid by the Buyer shall be kept by the Seller.

In the case this agreement is terminated by the Buyer, all money paid by the Buyer shall be fully refunded to the Buyer within ten (10) business days.

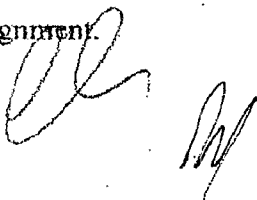
Representations and Warranties

13. Seller hereby represents and warrants in the sense of an independent promise of guaranty in accordance with section 311 paragraph 1. of the German Civil Code that

- the IP is in Seller's exclusive ownership and that Seller is entitled to dispose of the IP;
- the trademarks listed above under paragraph 2. are in force;
- the trademarks and internet domains listed above under paragraph 2. include all trademark rights and internet domains, respectively, comprising the designation "Jagged Alliance" which are owned by Seller worldwide and that the trademarks and internet domains assigned under paragraph 5. represent a comprehensive assignment of all trademarks and internet domains comprising the designation "Jagged Alliance" owned by Seller;
- the IP is not prejudiced by any third party's rights other than as is laid out in Annex 2,;
- the IP cannot be impaired by third party's rights in their legal validity, in particular that there exist no pre-rights and coexistence agreements with third parties with regard to the Trademarks and Internet Domains;
- the IP was not licensed or that no other rights were granted to third parties other than as is laid out in Annex 2;
- all authors of the Copyright have agreed to waive their rights to be named as author.

Non-Aggression Clause

14. Seller will not engage either directly or indirectly in any action that will be detrimental to the validity of the IP and in particular the Trademarks. Seller will, in particular, not file corresponding new applications of identical or similar trademarks after the completion of the assignment.

Two handwritten signatures in black ink, one larger and more stylized, the other smaller and more compact.

Further Assignments

15. Together with the assignment of the Trademarks, Seller also assigns to Buyer all rights on the designation "JAGGED ALLIANCE" in all forms of spelling. Seller undertakes not to use the designation "JAGGED ALLIANCE" either on its own or in combination with further elements irrespective of the form of spelling.

In addition, Seller - as far as admissible - assigns to Buyer all rights in the work title "JAGGED ALLIANCE" that may exist in the relevant territories, that is the territories in which the Trademarks can claim protection. As far as such assignment is inadmissible, Seller grants herewith to Buyer a contractual right to use the work title in the territories, in which such title rights exist.

Licence

16. Buyer grants herewith to Seller a non-exclusive, free of charge licence in perpetuity on the IP of Seller as specified by Seller in Annex 2.

17. Seller undertakes to bind any current or future licensees not to attack Buyer's rights in the IP based on licensee's possible senior rights.

Documentation of Use

18. Seller delivers without delay to Buyer comprehensive documentation of use – as far as use is made – fulfilling the proof of use requirements for the Trademarks.

Press Release

19. Upon signature of this agreement and payment of the first instalment of the purchase price Buyer shall be entitled to release a press statement announcing the assignment of the IP to Buyer.

Liquidated Damages (according to section 339 of the German Civil Code)



20. Should Seller not fulfill his obligations as undertaken under paragraph 17., Seller pays to Buyer liquidated damages, the amount of which is to be fixed for the individual case by Buyer and checked for its adequacy by Landgericht München I (District Court Munich I) in case of dispute.

Amendments and Supplements

21. Any amendment and supplement of this agreement shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be part of this agreement and shall have the same legal effect as this agreement.

Severability

22. Any provision of this agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof or rendering any other provision of this agreement invalid or unenforceable. In this case the parties agree to substitute for the invalid provision a valid provision which comes closest to what the parties intended initially.

Applicable Law and Venue

23. The validity, interpretation and implementation of this agreement shall be governed by the laws of the Federal Republic of Germany. Exclusive venue shall be Landgericht München I.

Montréal, this 23 day of Feb, 2010
Strategy First, Inc. - "Seller"


Eschborn, this 26 day of FEB, 2010
bitComposer Games GmbH - "Buyer"

Boca Raton, this 23 day of Feb 2010.

Silverstar Holdings, Limited - ~~Buyer~~ Seller



Signature



Signature

CUVÉ KARASZUK CFO

Name, Title

WOLFGANG DOHR MANAGING DIRECTOR

Name, Title