

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Approval and Vesting Order		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JAMES WILLIAMS & ASSOCIATES INC.		11/01/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	GO-GAME OUTLET AKTIEBOLAG		
Street Address:	Box 5083		
City:	Karlstad		
State/Country:	SWEDEN		
Postal Code:	SE 650		
Entity Type:	CORPORATION: SWEDEN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2269434	DREAMCATCHER INTERACTIVE INC.	
CORRESPONDENCE DATA			
Fax Number:	(416)865-7380		
Phone:	416.865.8244		
Email:	efan@torys.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Torys LLP c/o Edward Fan		
Address Line 1:	79 Wellington Street West		
Address Line 2:	Suite 3000, P.O. Box 270, TD Centre		
Address Line 4:	Toronto, CANADA M5K 1N2		
ATTORNEY DOCKET NUMBER:	36106-2001		
DOMESTIC REPRESENTATIVE			
Name:			

OP \$40.00 2269434

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**TRADEMARK
 REEL: 004685 FRAME: 0245**

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Edward Fan
Signature:	/Edward Fan/
Date:	12/22/2011

Total Attachments: 13

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Court File No. CV-11-9223-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE) TUESDAY, THE 1ST
JUSTICE *MESBEE*) DAY OF NOVEMBER, 2011

B E T W E E N :

ROYAL BANK OF CANADA

Applicant

-and-

DREAMCATCHER INTERACTIVE INC.

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by James Williams & Associates Inc., in its capacity as the Court-appointed Receiver (the "Receiver") of all of the assets, undertakings and properties of Dreamcatcher Interactive Inc. (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by the purchase and sale agreement (as amended, the "Sale Agreement") dated as of October 14, 2011 between the Receiver and Go-Game Outlet Aktiebolag (the "Purchaser") and vesting in the Purchaser, the Debtor's right, title, and interest in and to the Purchased Assets (as defined in the Sale Agreement), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Third Report of the Receiver dated October 19, 2011, and on hearing the submissions of counsel for the Receiver and the Purchaser, no one appearing for any other

person on the service list, although properly served as appears from the Affidavit of Sherine Burke affirmed on October 25, 2011, filed;

1. **THIS COURT ORDERS AND DECLARES** that this motion is properly returnable this day, that service on those persons already served shall be and is hereby validated, and that no further service of the motion record shall be required.
2. **THIS COURT ORDERS THAT** capitalized terms used but not defined in this Order shall have the meaning ascribed thereto in the Sale Agreement.
3. **THIS COURT ORDERS THAT** in the event of an assignment of the Purchaser's rights and benefits under the Sale Agreement, the term "Purchaser" shall mean the assignee.
4. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and that the Sale Agreement, including the Purchase Price provided for therein, is commercially reasonable and in the best interests of the Debtor and its creditors. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
5. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "Receiver's Certificate"), all of the Debtor's right, title, and interest in and to the Purchased Assets described in the Sale Agreement (including, without limitation, those Purchased Assets listed on Schedule "B" hereto) shall vest absolutely in the Purchaser, free and clear of, and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levys, charges, or other financial, proprietary or monetary claims, adverse claims or rights of use, whether or not they have attached or been perfected, registered or filed and whether

secured, unsecured, legal, equitable, possessory or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Order of this Honourable Court dated May 20, 2011;
- (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and
- (c) without limiting the foregoing, those Claims listed on Schedule "C" hereto,

(all of which are collectively referred to as the "Encumbrances"), and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after delivery of the Receiver's Certificate, all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery to the Purchaser thereof.

8. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted, but not obligated, to disclose and transfer to the Purchaser all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use

the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

9. **THIS COURT ORDERS** that notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute or be deemed to be a transfer at under value, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

10. **THIS COURT ORDERS AND DECLARES** that neither the *Bulk Sales Act* (Ontario), Sections 6(1) and (2) of the *Retail Sales Tax Act* (Ontario) nor any similar or equivalent legislation under any province or territory in Canada applies to the Transaction.

11. **THIS COURT HEREBY REQUESTS** the aid and recognition of any Court, tribunal, regulatory or administrative body having jurisdiction in Canada or elsewhere to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

REGISTERED AT / REGISTRÉ À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

NOV - 1 2011

Nb

PETIT/PAR:



Schedule "A"

Court File No. CV-11-9223-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

-and-

DREAMCATCHER INTERACTIVE INC.

Respondent

RECEIVER'S CERTIFICATE

RECITALS:

- A. Pursuant to an Order of the Honourable Justice Morawetz of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated May 20, 2011, James Williams & Associates Inc. was appointed as receiver of all of the assets, undertakings and properties of Dreamcatcher Interactive Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor.
- B. Pursuant to an Order of the Court dated November 1, 2011, the Court approved the purchase and sale agreement dated as of October 14, 2011 (as amended, the "Sale Agreement") between the Receiver and Go-Game Outlet Aktiebolag (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title, and interest in and to the Purchased Assets (as defined in the Sale Agreement), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming:

- i) the payment by the Purchaser of the Purchase Price (as defined in the Sale Agreement) for the Purchased Assets;
- ii) that the conditions to Closing as set out in Article 8 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
- iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement and the Order approving same, as applicable. In the event of an assignment of the Purchaser's rights and benefits under the Sale Agreement, the term "Purchaser" shall mean the assignee.

THE RECEIVER CERTIFIES THE FOLLOWING:

- 1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement.
- 2. The conditions to Closing as set out in Article 8 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser.
- 3. The Transaction has been completed to the satisfaction of the Receiver.
- 4. This Certificate was delivered by the Receiver to the Purchaser at _____ on _____, 2011.

James Williams & Associates Inc. solely in its capacity as court-appointed receiver of Dreamcatcher Interactive Inc. and not in its personal capacity, by its authorized signatory

Per: _____
James Williams

Schedule "B"

Purchased Assets

Section 1:	Platform	Assets Available
DREAMCATCHER INTERACTIVE BRAND & TRADEMARK**	-	TITLE, LOGO, Associated trademark registrations (including Canadian trademark, US trademark and corresponding applications or registrations in any jurisdiction)
SILVERLINE SOFTWARE PUBLISHING LABEL & TRADEMARK**	-	TITLE, LOGO, Associated trademark registrations (including Canadian trademark, US trademark and corresponding applications or registrations in any jurisdiction)
LEARN series Label**	-	Artworks, Label-Graphics, Layout
DREAMER series Label**	-	Artworks, Label-Graphics, Layout
Genesis Rising	PC	Source Code PC, language versions (localization files), goldmasterversions, domainnames, general artworks, manuals (artworks), registered trademarks (if applicable)
Fuel (unfinished game)	PC	All
Cold War	PC/Xbox	Source Code PC, language versions (localization files), goldmasterversions, domainnames, general artworks, manuals (artworks), registered trademarks (if applicable)
Dead Reefs	PC	Source Code PC, language versions (localization files), goldmasterversions, domainnames, general artworks, manuals (artworks), registered trademarks (if applicable)
Superpower 1	PC	Source Code PC, language versions (localization files), goldmasterversions, domainnames, general artworks, manuals (artworks), registered trademarks (if applicable)
Superpower 2	PC	Source Code PC, language versions (localization files), goldmasterversions, domainnames, general artworks, manuals (artworks), registered trademarks (if applicable)

Nibiru	PC	Source Code PC, language versions (localization files), goldmasterversions, domainnames, general artworks, manuals (artworks), registered trademarks (if applicable)
Darkfall 1	PC	Source Code PC, language versions (localization files), goldmasterversions, domainnames, general artworks, manuals (artworks), registered trademarks (if applicable)
Darkfall 2	Pc	Source Code PC, language versions (localization files), goldmasterversions, domainnames, general artworks, manuals (artworks), registered trademarks (if applicable)
Black Mirror	PC	Source Code PC, language versions (localization files), goldmasterversions, domainnames, general artworks, manuals (artworks), registered trademarks (if applicable)
Experiment	PC	Source Code PC, language versions (localization files), goldmasterversions, domainnames, general artworks, manuals (artworks), registered trademarks (if applicable)
Agatha Christie – And then there were none	PC, Wii	Source Code PC/Wii, language versions (localization files), goldmasterversions, domainnames, general artworks, manuals (artworks) – PURE ASSETS, NO RIGHTS REGARDING “AGATHA CHRISTIE”-TRADEMARK
Agatha Christie – Murder of the Orient Express	PC	Source Code PC, language versions (localization files), goldmasterversions, domainnames, general artworks, manuals (artworks) – PURE ASSETS, NO RIGHTS REGARDING “AGATHA CHRISTIE”-TRADEMARK
Agatha Christie – Evil under the Sun	PC, Wii	Source Code PC/Wii, language versions (localization files), goldmasterversions, domainnames, general artworks, manuals (artworks) – PURE ASSETS, NO RIGHTS REGARDING “AGATHA CHRISTIE”-TRADEMARK
Agatha Christie – ABC Murder	NDS	Source Code NDS, language versions (localization files), goldmasterversions, domainnames, general artworks, manuals (artworks) – PURE ASSETS, NO

		RIGHTS REGARDING "AGATHA CHRISTIE"-TRADEMARK
Agatha Christie - Peril at Endhouse	PC	GoldMasters, Localization-Files, Artworks
Agatha Christie - Death on the Nile	PC	GoldMasters, Localization-Files, Artworks
Amenophis - The Cameron Files 2: Pharaoh's Curse	PC	GoldMasters, Localization-Files, Artworks
AmerZone: The Explorer's Legacy	PC	GoldMasters, Localization-Files, Artworks
Arx Fatalis Xbox	Xbox	GoldMasters, Localization-Files, Artworks
Auryn's Quest	PC	GoldMasters, Localization-Files, Artworks
Besieger	PC	GoldMasters, Localization-Files, Artworks
Beyond Time	PC	GoldMasters, Localization-Files, Artworks
Crime Stories (aka Martin Mystere)	PC	GoldMasters, Localization-Files, Artworks
Dracula - Last Sanctuary	PC	GoldMasters, Localization-Files, Artworks
Dracula 2 - Resurrection	PC	GoldMasters, Localization-Files, Artworks
Dracula Origin	PC	GoldMasters, Localization-Files, Artworks
Emergency Fire Response	PC	GoldMasters, Localization-Files, Artworks
Enigma: Rising Tide	PC	GoldMasters, Localization-Files, Artworks
Harbinger	PC	GoldMasters, Localization-Files, Artworks
Jack the Ripper	PC	GoldMasters, Localization-Files, Artworks
Keepsake	PC	GoldMasters, Localization-Files, Artworks
Missing 1	PC	GoldMasters, Localization-Files, Artworks
Missing 1 Addon 1 - The 13th Victim	PC	GoldMasters, Localization-Files, Artworks
Missing 2 (Evidence: The Last Ritual)	PC	GoldMasters, Localization-Files, Artworks
Necronomicon	PC	GoldMasters, Localization-Files, Artworks
NeverEnd	PC	GoldMasters, Localization-Files, Artworks

Next Life (aka Reprobates)	PC	GoldMasters, Localization-Files, Artworks
Outcry	PC	GoldMasters, Localization-Files, Artworks
Pax Romana	PC	GoldMasters, Localization-Files, Artworks
Post Mortem	PC	GoldMasters, Localization-Files, Artworks
Riddle of the Tomb (aka Cleopatra, a Queen's Destiny)	PC	GoldMasters, Localization-Files, Artworks
Rock Manager	PC	GoldMasters, Localization-Files, Artworks
Schizm 1 - Mysterious Journey	PC	GoldMasters, Localization-Files, Artworks
Scratches	PC	GoldMasters, Localization-Files, Artworks
Sentinel: Realms of Illusion	PC	GoldMasters, Localization-Files, Artworks
Soldier Elite (Aurora Watching)	PC	GoldMasters, Localization-Files, Artworks
Survival - The Last Hope	PC	GoldMasters, Localization-Files, Artworks
The Forgotten: It Begins	PC	GoldMasters, Localization-Files, Artworks
The Hardy Boys - The Hidden Theft	PC	GoldMasters, Localization-Files, Artworks
The Hardy Boys - The Hidden Theft Wii	Wii	GoldMasters, Localization-Files, Artworks
The Hardy Boys - The Perfect Crime	PC	GoldMasters, Localization-Files, Artworks
The Legend of the Prophet & the Assassin	PC	GoldMasters, Localization-Files, Artworks
War Leaders	PC	GoldMasters, Localization-Files, Artworks
Advanced Battlegrounds (Chrome Gold)	PC	GoldMasters, Localization-Files, Artworks
Project Earth: Starmagedon	PC	GoldMasters, Localization-Files, Artworks
Mojo Xbox	Xbox	GoldMasters, Localization-Files, Artworks
Syberia	PC	GoldMasters, Localization-Files, Artworks
Mojo PS2	PS2	GoldMasters, Localization-Files, Artworks
Sam & Max Wii	Wii	GoldMasters, Localization-Files, Artworks

The Ugly Prince Duckling	PC	GoldMasters, Localization-Files, Artworks
4th Prophecy	PC	GoldMasters, Localization-Files, Artworks
Arabian Nights	PC	GoldMasters, Localization-Files, Artworks
Cameron Files: Secret of Loch Ness	PC	GoldMasters, Localization-Files, Artworks
Curse: The Eye of Isis	PC	GoldMasters, Localization-Files, Artworks
Curse: The Eye of Isis Xbox	PC	GoldMasters, Localization-Files, Artworks
In Cold Blood	PC	GoldMasters, Localization-Files, Artworks
Jewels 2	PC	GoldMasters, Localization-Files, Artworks
The Messenger	PC	GoldMasters, Localization-Files, Artworks
The Moment of Silence	PC	GoldMasters, Localization-Files, Artworks
The Sacred Amulet	PC	GoldMasters, Localization-Files, Artworks
Top Secret: Cypher Mission	PC	GoldMasters, Localization-Files, Artworks
Universal Combat	PC	GoldMasters, Localization-Files, Artworks
Legend of Lotus Spring	PC	GoldMasters, Localization-Files, Artworks
Nightlong: Union City Conspiracy	PC	GoldMasters, Localization-Files, Artworks
Quest for Karma	PC	GoldMasters, Localization-Files, Artworks
Dungeon Lords 1	PC	Source Code PC, language versions (localization files), goldmasterversions, domainnames, general artworks, manuals (artworks) – PURE ASSETS, NO RIGHTS REGARDING "DUNGELON LORDS"-TRADEMARK
Dungeon Lords 2 (unfinished)	PC	All available assets (graphics, milestones, versions, artworks, development stages), NO RIGHTS REGARDING "DUNGEON LORDS" TRADE MARK
		**For certainty all logos, trademarks, business names, goodwill, etc. will be transferred to the Purchaser.

Schedule "C"

Claims

Royal Bank of Canada registered pursuant to the *Personal Property Security Act* and being file number 615061665.

ROYAL BANK OF CANADA
Applicant

- AND -

DREAMCATCHER INTERACTIVE INC.
Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDINGS COMMENCED AT
TORONTO

**APPROVAL AND VESTING
ORDER**

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