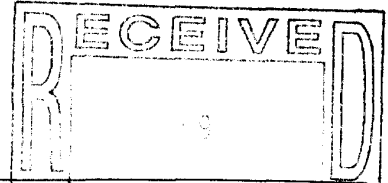


07-08-1998



100755884

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



MRD 6-19-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

07/07/1998 DMGUYEN 00000124 74068134

01 FC:481
02 FC:482

40.00 DP
2250.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20234

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

650-812-3416

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

| Trademark Application Number(s) | | | Registration Number(s) | | |
|---------------------------------------|---------------------------------------|---------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| <input type="text" value="74068134"/> | <input type="text" value="74535687"/> | <input type="text" value="74628745"/> | <input type="text" value="1347474"/> | <input type="text" value="1596613"/> | <input type="text" value="1682109"/> |
| <input type="text" value="75030055"/> | <input type="text" value="75060884"/> | <input type="text" value="75078985"/> | <input type="text" value="1737704"/> | <input type="text" value="1778422"/> | <input type="text" value="1832342"/> |
| <input type="text" value="75086538"/> | <input type="text" value="75090234"/> | <input type="text" value="75099201"/> | <input type="text" value="1834758"/> | <input type="text" value="1836284"/> | <input type="text" value="1836291"/> |

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Kathleen S. Ansari

Name of Person Signing

Kathleen S. Ansari

Signature

6/15/98

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name INTERPLAY PRODUCTIONS

05291998

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization CALIFORNIA

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name INTERPLAY ENTERTAINMENT CORP.

DBA/AKA/TA

Composed of

Address (line 1) 16815 VON KARMAN AVENUE

Address (line 2)

Address (line 3) IRVINE CA/U.S.A. 92606
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization DELAWARE

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

| | | |
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| 75100163 | 75103875 | 75103887 |
| 75130267 | 75149240 | 75171840 |
| 75218197 | 75237327 | 75237381 |
| 75237550 | 75240097 | 75277732 |
| 75277734 | 75293388 | 75295950 |
| 75306673 | 75313526 | 75320971 |
| 75333285 | 75343956 | 75346717 |

| | | |
|---------|---------|---------|
| 1854242 | 1858703 | 1941851 |
| 1949638 | 1953773 | 1959285 |
| 1962181 | 1962436 | 1981729 |
| 2009067 | 2021481 | 2026258 |
| 2034565 | 2049995 | 2051576 |
| 2056335 | 2070846 | 2070881 |
| 2072876 | 2077705 | 2077709 |

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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| <input type="text" value="75397850"/> | <input type="text" value="75402980"/> | <input type="text" value="75421395"/> |
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| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:
"INTERPLAY PRODUCTIONS", A CALIFORNIA CORPORATION,
WITH AND INTO "INTERPLAY ENTERTAINMENT CORP." UNDER THE NAME OF "INTERPLAY ENTERTAINMENT CORP.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF MAY, A.D. 1998, AT 9:01 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



2863602 8100M

981206609

Edward J. Freel, Secretary of State

AUTHENTICATION 9109495

DATE 05-29-98
TRADEMARK

REEL: 1747 FRAME: 0819

**AGREEMENT AND PLAN OF MERGER
OF INTERPLAY ENTERTAINMENT CORP.,
a Delaware corporation**

AND

**INTERPLAY PRODUCTIONS,
a California corporation**

THIS AGREEMENT AND PLAN OF MERGER, dated as of May 29, 1998 (this "Agreement"), is between Interplay Entertainment Corp., a Delaware corporation ("Subsidiary"), and Interplay Productions, a California corporation ("Parent"), which corporations are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. Subsidiary is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 55,000,000 shares, 50,000,000 of which are designated "Common Stock," \$0.001 par value, and 5,000,000 of which are designated "Preferred Stock," \$0.001 par value. As of March 2, 1998, 1,000 shares of Common Stock were issued and outstanding, all of which were held by Parent. No shares of Preferred Stock were outstanding.

B. Parent is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 90,000,000 shares, all of which are designated "Common Stock," no par value. As of May 21, 1998, 10,953,028 shares of Common Stock were outstanding.

C. The Board of Directors of Parent has determined that, for the purpose of effecting the reincorporation of Parent in the State of Delaware, it is advisable and in the best interests of Parent and its shareholders that Parent merge with and into Subsidiary upon the terms and conditions herein provided.

D. The respective Boards of Directors of Subsidiary and Parent have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective stockholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Subsidiary and Parent hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

**I.
MERGER**

1.1 **Merger.** In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California General Corporation Law, Parent shall be merged with and into Subsidiary (the "Merger"), the separate existence of Parent shall cease and Subsidiary shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be "Interplay Entertainment Corp."

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions have been completed:

(a) This Agreement has been adopted and approved by the stockholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the California General Corporation Law;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement have been satisfied or duly waived by the party entitled to satisfaction thereof; and

(c) An executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law has been filed with the Secretary of State of the State of Delaware.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence and corporate organization of Parent shall cease and Subsidiary, as the Surviving Corporation, shall continue its corporate existence under the laws of the State of Delaware.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of Subsidiary as in effect immediately before the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended or repealed in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of Subsidiary as in effect immediately before the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended or repealed in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of Parent immediately before the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until the expiration of their current terms and until their successors have been duly elected and qualified, or until their prior resignation, removal or death, subject to the Certificate of Incorporation and the Bylaws of the Surviving Corporation.

**III.
MANNER OF CONVERSION OF STOCK**

3.1 Parent Shares. Upon the Effective Date of the Merger:

(a) Each share of Common Stock, no par value, of Parent, issued and outstanding immediately before the Effective Date of the Merger shall by virtue of the Merger and without any action by the Constituent Corporations, by the holder of such shares or by any other person be converted into and exchanged for one (1) fully paid and nonassessable shares of Common Stock, \$0.001 par value, of the Surviving Corporation.

3.2 Parent Options. Upon the Effective Date of the Merger, the Surviving Corporation shall assume and continue Parent's 1997 Stock Option Plan and all other employee benefit plans of Parent. A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of stock options, equal to the number of shares of Parent's Common Stock so reserved immediately before the Effective Date of the Merger.

3.3 Subsidiary Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$0.001 par value, of Subsidiary issued and outstanding immediately before the Effective Date of the Merger shall, by virtue of the Merger and without any action by Subsidiary, by the holder of such shares or by any other person be canceled and returned to the status of authorized but unissued shares.

3.4 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Common Stock of Parent may, at such stockholder's option, surrender the same for cancellation to the Surviving Corporation or to its transfer agent (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Common Stock of Parent shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock, as adjusted pursuant to Section 3.1 above, into which such shares of Common Stock of Parent were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate has been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to restrictions on transferability as the certificates of Parent so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of Subsidiary stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of Subsidiary that such tax has been paid or is not payable.

IV. TRANSFER OF ASSETS AND LIABILITIES

4.1 Transfer of Assets and Liabilities. On the Effective Date, (i) the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all the disabilities, duties and restrictions of or upon each of the Constituent Corporations; (ii) all rights, privileges, powers and franchises of each of the Constituent Corporations, all property, real, personal and mixed, of each of the Constituent Corporations, all debts due to each of the Constituent Corporations on whatever account and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; (iii) all property, rights, privileges, powers and franchises, as well as all other interests, shall be as effectively the property of the Surviving Corporation as they were of the Constituent Corporations before the Effective Date; and (iv) the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert to either of the Constituent Corporations or be in any way impaired by reason of the Merger. Notwithstanding the foregoing, (i) the liabilities of the Constituent Corporations and of their stockholders, directors and officers shall not be affected by the Merger; (ii) all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired notwithstanding the Merger; and (iii) any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place; provided, however, that the claims and rights of the creditors of either or both of the Constituent Corporations may be modified with the consent of such creditors; and, provided further, that all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation and accordingly may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

4.2 Further Assurances. From time to time, as and when required by Subsidiary or by its successors or assigns, there shall be executed and delivered on behalf of Parent such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Subsidiary the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Parent and otherwise to carry out the purposes of this Agreement, and the officers and directors of Subsidiary are fully authorized in the name and on behalf of Parent or otherwise to take all such actions and to execute and deliver all such deeds and other instruments.

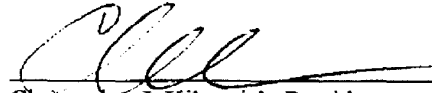
request and without cost, copies thereof will be furnished to any stockholder of either Constituent Corporation.

5.8 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the California General Corporation Law.

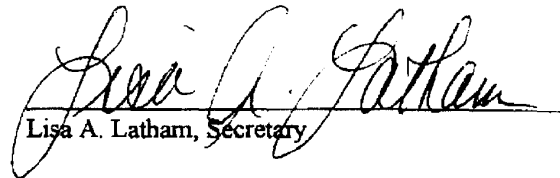
5.9 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement having first been approved by resolutions of the Boards of Directors of Subsidiary and Parent is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

INTERPLAY ENTERTAINMENT CORP.
a Delaware corporation




Christopher J. Kilpatrick, President

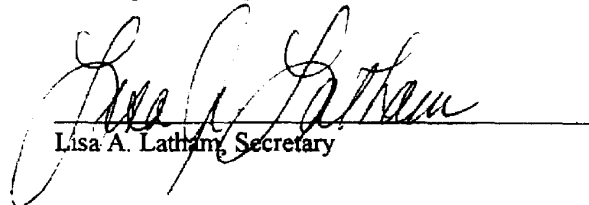


Lisa A. Latham, Secretary

INTERPLAY PRODUCTIONS,
a California corporation



Christopher J. Kilpatrick, President




Lisa A. Latham, Secretary

CERTIFICATE OF SECRETARY
OF
INTERPLAY ENTERTAINMENT CORP.,
a Delaware corporation

The undersigned, Lisa A. Latham, the Secretary of Interplay Entertainment Corp., a corporation organized and existing under the laws of the State of Delaware ("Interplay Entertainment"), hereby certifies, pursuant to the provisions of Sections 103 and 252 of the General Corporation Law of the State of Delaware, that Interplay Productions, a California corporation ("Interplay Productions"), the sole stockholder of Interplay Entertainment, has voted all outstanding shares of Interplay Entertainment in favor of the merger of Interplay Productions with and into Interplay Entertainment on the terms and conditions set forth in the Agreement and Plan of Merger to which this certification is appended.

IN WITNESS WHEREOF, I have subscribed my name to this Certificate as of May 29, 1998.



Lisa A. Latham, Secretary

**ASSIGNMENT
JOINT**

THIS ASSIGNMENT, by Helen M. Blau, Fabio Rossi, and William Mohler (hereinafter referred to as the assignors), residing at 880 Cotton Street, Menlo Park, CA 95025, 743 Roble Avenue #3, Menlo Park, CA 94025, and 2653 Stevens Street, Madison, WI 53705 respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in DETECTION OF MOLECULAR INTERACTIONS BY REPORTER SUBUNIT COMPLEMENTATION, set forth in an application for Letters Patent of the United States, bearing Serial No. 09/053,614 and filed on April 1, 1998; and

WHEREAS, The Board of Trustees of the Leland Stanford Junior University, a university duly organized under and pursuant to the laws of California, 900 Welch Road #350, Palo Alto, CA 94304-1850 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

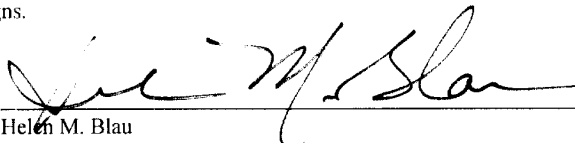
NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

5/15/98
Date


Helen M. Blau

5/15/98
Date

Fabio Rossi
Fabio Rossi

Date

William Mohler

**ASSIGNMENT
JOINT**

THIS ASSIGNMENT, by Helen M. Blau, Fabio Rossi, and William Mohler (hereinafter referred to as the assignors), residing at 880 Cotton Street, Menlo Park, CA 95025, 743 Roble Avenue #3, Menlo Park, CA 94025, and 2653 Stevens Street, Madison, WI 53705 respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in DETECTION OF MOLECULAR INTERACTIONS BY REPORTER SUBUNIT COMPLEMENTATION, set forth in an application for Letters Patent of the United States, bearing Serial No. 09/053,614 and filed on April 1, 1998; and

WHEREAS, The Board of Trustees of the Leland Stanford Junior University, a university duly organized under and pursuant to the laws of California, 900 Welch Road #350, Palo Alto, CA 94304-1850 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

Date Helen M. Blau

Date 5/18/98 Fabio Rossi
William A. Moller

Date William Mohler

Signed before me this 18th day of May, 1998. State of Wisconsin, County of Dane.

Patricia Omilianowski
Patricia Omilianowski
pa-271495 Notary Public

1
My commission expires July 10, 2006.
REEL: 1747 FRAME: 0828

TRADEMARK

CARR & FERRELL LLP

ATTORNEYS AT LAW

June 15, 1998

WRITER'S DIRECT DIAL NUMBER

(650) 812-3406

VIA FIRST CLASS MAIL

Box Assignment
Commissioner of Patents and Trademarks
Washington, D.C. 20231

Re: Recordation of Agreement and Plan of Merger —
Conveying Party: Interplay Productions
Receiving Party: Interplay Entertainment Corp.

Dear Sir:

Enclosed with this letter are the following: (1) Recordation Form Cover Sheet; (2) certified copy of the document entitled Agreement and Plan of Merger of Interplay Entertainment Corp. and Interplay Productions; (3) check in the amount of \$2,290.00; (4) Acknowledgement Card; and (5) two copies of this letter.

Please record the enclosed document, directing any correspondence or notifications to the attention of Jefferson F. Scher at the address below, and stamp and return the Acknowledgement Card. You are authorized to charge our Deposit Account No. 06-0600 for any fees which may be required that are not covered by the enclosed check. If there are any problems or questions regarding this matter, please do not hesitate to contact us.

Sincerely,

Kathleen S. Ansari

Kathleen S. Ansari

Enclosures

CERTIFICATE OF MAILING

I hereby certify that this paper and/or fee is being deposited with the United States Postal Service with sufficient postage as first-class mail in an envelope addressed to: Box Assignment, Commissioner of Patents and Trademarks, Washington, D.C. 20231 on June 15, 1998.

Deposited by: *Suehng Padilla*

Suehng Padilla
(Signature of person mailing paper and/or fee)

2225 EAST BAYSHORE ROAD, SUITE 200, PALO ALTO, CA 94303

TELEPHONE (650) 812-3400, FACSIMILE (650) 812-3444 TRADEMARK

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CARR & FERRELL LLP

ATTORNEYS AT LAW

June 15, 1998

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Deposited by:

Shera J. Padilla

Shera J. Padilla
(Signature of person mailing paper and/or fee)

2225 EAST BAYSHORE ROAD, SUITE 200, PALO ALTO, CA 94303

TELEPHONE (650) 812-3400, FACSIMILE (650) 812-3444

RECORDED: 06/19/1998

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