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

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

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

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Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="See"/>	<input type="text" value="Exhibit A"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Brian E. Lewis
Name of Person Signing



Signature

December 6, 2000
Date Signed

**“Exhibit A”
TSR’s Registrations**

	<i>Mark</i>	<i>Registration Date</i>	<i>Registration Number</i>
1	A LINE IN THE SAND	12/7/93	1809352
2	AD&D	5/3/94	1834317
3	AD&D	3/13/84	1270004
4	AD&D	3/13/84	1269770
5	AD&D	6/29/93	1779034
6	AD&D	6/15/82	1198296
7	ADVANCED D&D	9/15/81	1169252
8	ADVANCED DUNGEONS & DRAGONS	7/17/84	1285709
9	ADVANCED DUNGEONS & DRAGONS	1/31/84	1265718
10	ADVANCED DUNGEONS & DRAGONS	6/15/82	1198098
11	ADVANCED DUNGEONS & DRAGONS	3/29/83	1233069
12	ADVANCED DUNGEONS & DRAGONS	8/3/82	1203675
13	ADVANCED DUNGEONS & DRAGONS	4/10/84	1273686
14	ADVANCED DUNGEONS & DRAGONS	4/7/81	1150407
15	ADVENTUREVISION	6/28/94	1842454
16	ALTERNITY	11/4/97	2111365
17	AMAZING	1/31/84	1265719
18	AMAZING ENGINE	1/4/94	1815467
19	ARCANE AGE	2/18/97	2039419
20	ARCANE AGE	3/11/97	2044695
21	BATTLESYSTEM	6/20/95	1900335
22	BATTLESYSTEM	6/22/93	1777993
23	BIRTHRIGHT	12/17/96	2024403
24	BIRTHRIGHT	12/31/96	2027587
25	BIRTHRIGHT	4/9/96	1967454
26	BLACKMOOR	10/6/87	1460043
27	BLOOD WARS	8/20/96	1995763
28	BOOT HILL	9/21/82	1209895
29	BUGHUNTERS	1/25/94	1818520
30	CARDMASTER	6/28/94	1842442
31	CHAINMAIL	8/5/97	2085748
32	CHAINMAIL	2/17/98	2137539
33	D&D	9/26/95	1922824
34	D&D	6/29/93	1779033
35	DARK SUN	4/20/93	1765844
36	DARK SUN	2/23/93	1754045
37	DARK SUN	7/5/94	1843734
38	DESCENT TO UNDERMOUNTAIN	11/17/98	2204244
39	Design only: Lady of Pain Logo	4/16/96	1968343
40	Design only: Lady of Pain Logo	11/14/95	1935621
41	DOUBLE DIAMOND TRIANGLE SAGA	5/26/98	2160997
42	DRAGON	3/29/83	1232720
43	DRAGON	6/20/95	1901305
44	DRAGON DICE	11/11/97	2112625
45	DRAGON DICE	7/13/82	1201299
46	DRAGON KNIGHTS	7/2/96	1984434
47	DRAGON MASTER	1/18/94	1817492

	<i>Mark</i>	<i>Registration Date</i>	<i>Registration Number</i>
48	DRAGON MOUNTAIN	4/23/96	1970145
49	DRAGON MOUNTAIN	6/21/94	1841414
50	DRAGON QUEST	11/9/93	1803052
51	DRAGON QUEST	6/8/93	1775345
52	DRAGON SLAYER	2/22/94	1823828
53	DRAGON STRIKE	8/16/94	1850372
54	DRAGON STRIKE	11/23/93	1806237
55	DRAGON STRIKE	8/9/94	1849638
56	DRAGON STRIKE	7/19/94	1846210
57	DRAGON STRIKE	6/28/94	1842270
58	DRAGON'S CROWN	5/3/94	1833928
59	DRAGONBYTE	1/28/97	2034302
60	DRAGONLANCE	4/13/93	1764036
61	DRAGONLANCE	5/14/85	1335455
62	DRAGONLANCE	12/15/92	1740009
63	DRAGONLANCE	2/11/86	1382312
64	DRAGONQUEST	4/5/83	1233507
65	DUNGEON	1/25/94	1818526
66	DUNGEON!	4/7/81	1150534
67	DUNGEON	2/16/88	1476795
68	DUNGEON CRAWL	3/11/97	2045134
69	DUNGEON MASTER DECKS	8/30/94	1852005
70	DUNGEON MASTER	1/4/94	1815460
71	DUNGEONS & DRAGONS	4/30/96	1971578
72	DUNGEONS & DRAGONS	1/18/94	1817440
73	DUNGEONS & DRAGONS	6/11/96	1979945
74	DUNGEONS & DRAGONS	7/6/93	1780021
75	DUNGEONS & DRAGONS	7/5/94	1843735
76	DUNGEONS & DRAGONS	6/6/78	1092786
77	DUNGEONS & DRAGONS	8/25/81	1166670
78	DUNGEONS & DRAGONS	6/6/78	1092828
79	DUNGEONS & DRAGONS	5/21/85	1337235
80	DUNGEONS & DRAGONS	8/3/82	1203674
81	ENDLESS QUEST	8/2/83	1247056
82	FANTASTIC ADVENTURES	9/5/95	1917265
83	FANTASY FOREST	1/24/84	1265120
84	FANTASY...TAKEN TO THE EDGE	1/16/96	1948642
85	FIEND FOLIO	7/27/82	1202698
86	FIFTH AGE	4/8/97	2051621
87	FIFTH AGE	3/11/97	2045133
88	FIRST QUEST	5/6/97	2059689
89	FIRST QUEST	12/26/95	1943700
90	FORGOTTEN REALMS	11/17/92	1733322
91	FORGOTTEN REALMS	11/20/90	1623650
92	GAMMA WORLD	9/14/82	1208721
93	GAMMA WORLD	6/20/95	1901201
94	GC (and design)	11/27/79	1127075
95	GEN CON	11/27/79	1127076
96	GEN CON GAME FAIR (and design)	5/14/96	1973625
97	GLANTRI	2/20/96	1958068
98	GREYHAWK	8/7/90	1609213
99	GREYHAWK	11/17/87	1465456

	<i>Mark</i>	<i>Registration Date</i>	<i>Registration Number</i>
100	HIGH ADVENTURE	5/10/94	1836287
101	HOLLOW WORLD	12/24/91	1669570
102	HYPERREALITY	7/18/95	1906645
103	KARAMEIKOS	8/8/95	1910246
104	MAGITECH	12/27/94	1870662
105	MAIL ORDER HOBBY SHOP (and design)	11/1/94	1861276
106	MENZOBERANZAN	12/19/95	1942997
107	MENZOBERANZAN	12/26/95	1944294
108	MONSTROUS ARCANA	3/11/97	2045108
109	MONSTROUS COMPENDIUM	6/22/93	1777865
110	MYSTARA	8/8/95	1910027
111	MYSTARA	1/17/95	1874751
112	ODYSSEY	10/28/97	2109642
113	ONE-ON-ONE	2/28/95	1881539
114	PLANE SCAPE (and design)	4/8/97	2050753
115	PLANESCAPE	7/9/96	1985052
116	PLANESCAPE (and design)	5/19/98	2158135
117	PLAYER'S OPTION	3/25/97	2048220
118	POLYHEDRON	4/23/91	1642074
119	RAVENLOFT	5/26/92	1689153
120	RAVENLOFT	12/13/94	1867707
121	RAVENLOFT	7/27/93	1784102
122	RED DRAGON OF KRYNN	2/15/94	1821483
123	RED STEEL	4/18/95	1890602
124	REVOLT ON ANTARES	3/16/82	1192218
125	RPGA	9/8/92	1714490
126	RPGA NETWORK (and design)	4/30/91	1643109
127	SAGA	3/16/82	1192219
128	SPELLFIRE	8/29/95	1915195
129	SPELLJAMMER	4/28/92	1684531
130	STAR DRIVE	11/3/98	2201755
131	STAR FRONTIERS	7/12/83	1245487
132	THE DRAGON'S DEN	12/14/93	1810906
133	THEY'VE INVADED PLEASANTVILLE	3/2/82	1191264
134	TOMES	3/18/97	2046668
135	TOP SECRET	8/25/81	1166669
136	TSR	3/31/92	1681176
137	TSR (and design)	6/18/96	1980554
138	TSR, INC. (and design)	11/2/93	1802041
139	WILDSpace	5/28/96	1977020
140	WILDSpace	6/18/96	1981337

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "Agreement") is made and entered into as of May 30, 1997 by and among Wizards of the Coast, Inc., a Washington corporation ("Wizards"), Lorraine Williams ("Williams") and Willard Martens ("Martens"), who are shareholders of the Company (collectively, the "Shareholders").

RECITALS

A. Williams and Martens own 2,000 shares and 475 shares, respectively, of Common Stock of TSR Inc., a Wisconsin corporation (the "Company") (the "Shares"). The Shares constitute 99.3% of the outstanding Common Stock of the Company (the "Company Common Stock").

B. The Company, the Shareholders and Wizards believe it advisable and in their respective best interests for Wizards to purchase the Shares from the Shareholders pursuant to the terms and subject to the conditions set forth herein.

C. It is the intention of the parties hereto that, upon consummation of the purchase and sale of the Shares pursuant to this Agreement, Wizards shall own all of the capital stock of the Company owned by the Shareholders.

AGREEMENT

In consideration of the terms hereof, the parties hereto agree as follows:

ARTICLE I - PURCHASE AND SALE OF STOCK

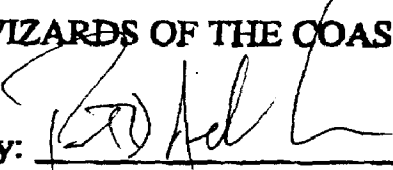
1.1 Sale and Purchase

Subject to the terms and conditions set forth in this Agreement, Wizards agrees to purchase the Shares from the Shareholders on the Closing Date (as defined below) and the Shareholders agree to sell, assign, transfer and deliver the Shares to Wizards on the Closing Date. The certificates representing the Shares shall be duly endorsed in blank, or accompanied by stock powers duly executed in blank, by the Shareholders transferring the same to Wizards with all necessary transfer tax and other revenue stamps affixed and canceled. Each Shareholder agrees to cure any deficiencies with respect to the endorsement of the certificates representing the Shares owned by the Shareholders or with respect to the stock power accompanying any such certificates.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date and year first above written.

WIZARDS OF THE COAST, INC.

By:


Name: Peter D. Adkison, CEO

SHAREHOLDERS:

Name: Lorraine Williams

Name: Willard Martens

STOCK PURCHASE AGREEMENT

[23652-0011/SB971350.129]

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IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date and year first above written.

WIZARDS OF THE COAST, INC.

By: _____
Name: _____

SHAREHOLDERS:



Name: Lorraine Williams



Name: Willard Martens