

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/28/1992

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Activision, Inc.		12/28/1992	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Activision, Inc.
Street Address:	3100 Ocean Park Boulevard
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90405
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1282626	RIVER RAID
Registration Number:	1289150	PITFALL!
Registration Number:	1350487	ACTIVISION
Registration Number:	1198971	FREEWAY
Registration Number:	1208648	LASER BLAST
Registration Number:	1207377	ACTIVISION
Registration Number:	1183958	ACTIVISION

CORRESPONDENCE DATA

Fax Number: (703)243-6410
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-243-6333
 Email: major@mwzb.com
 Correspondent Name: Scott J. Major

CH \$190.00 1282626

Address Line 1: 2200 Clarendon Blvd., 14th Floor
Address Line 4: Arlington, VIRGINIA 22201

NAME OF SUBMITTER: Scott J. Major

Signature: /sjm/

Date: 02/25/2005

Total Attachments: 5
source=Merger Agt#page1.tif
source=Merger Agt#page2.tif
source=Merger Agt#page3.tif
source=Merger Agt#page4.tif
source=Merger Agt#page5.tif

STATE OF DELAWARE
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 FILED 02:00 PM 12/28/1992
 923635364 - 2256184

AGREEMENT AND PLAN OF MERGER

Parties:

THIS AGREEMENT AND PLAN OF MERGER ("Merger Agreement") is entered into by and between Activision, Inc., a California corporation ("Activision-California"), and Activision, Inc., a Delaware corporation ("Activision-Delaware").

Recitals:

1. Activision-California is a corporation duly organized and existing under the laws of the State of California.
2. Activision-Delaware is a corporation duly organized and existing under the laws of the State of Delaware.
3. On the date of this Merger Agreement, Activision-California's authorized capital consists of 110,000,000 shares of stock, consisting of 100,000,000 shares of Common Stock, no par value (the "Activision-California Common Stock"), of which 11,241,498 shares are issued and outstanding, and 10,000,000 shares of preferred stock, of which 2,550,000 shares have been designated "Series A Preferred Stock" (the "Activision-California Series A Stock") and 2,000,000 shares have been designated "Series B Convertible Preferred Stock" (the "Activision-California Series B Stock"); 2,520,000 shares of the Activision-California Series A Stock are issued and outstanding and no shares of the Activision-California Series B Stock are issued and outstanding.
4. On the date of this Merger Agreement, Activision-Delaware's authorized capital consists of 110,000,000 shares of stock, consisting of 100,000,000 shares of Common Stock, \$.000001 par value per share (the "Activision-Delaware Common Stock"), of which 100 shares are issued and outstanding and owned by Activision-California, and 10,000,000 shares of preferred stock, \$.000001 par value per share, of which 2,520,000 shares have been designated "Series A Preferred Stock" (the "Activision-Delaware Series A Stock"); none of the Activision-Delaware Series A Stock is issued and outstanding.
5. The respective Boards of Directors of Activision-California and Activision-Delaware have determined that it is advisable and in the best interests of each such corporation that Activision-California merge with and into Activision-Delaware upon the terms and subject to the conditions of this Merger Agreement for the purpose of effecting the reincorporation of Activision-California in the State of Delaware.
6. The respective Boards of Directors of Activision-California and Activision-Delaware have, by resolutions duly adopted, approved and adopted this Merger Agreement. Activision-California has adopted this Merger Agreement as the sole stockholder of Activision-Delaware and the Board of Directors of Activision-California has directed that this Merger Agreement be submitted to a vote of its shareholders. The affirmative vote of the holders of a majority of the outstanding shares of Activision-California Common Stock, and the holders of a majority of the outstanding Activision-California Series A Stock, must approve this Merger Agreement for it to become effective.
7. The parties intend by this Merger Agreement to effect a "reorganization" under Section 368 of the Internal Revenue Code of 1986, as amended.

Terms and Provisions:

In consideration of the foregoing recitals and of the following terms and provisions, and subject to the following conditions, it is agreed:

07331-00013/78790.1

1. Merger. At the Effective Time (as defined in this Section 1), Activision-California shall be merged with and into Activision-Delaware (the "Merger"). Activision-Delaware shall be the surviving corporation of the Merger (hereinafter sometimes referred to as the "Surviving Corporation"), and the separate corporate existence of Activision-California shall cease. The Merger shall become effective upon the filing of all documents required under applicable law to be filed with the Secretary of State of the State of Delaware and the Secretary of State of California. The date and time when the Merger shall become effective is herein referred to as the "Effective Time".

2. Governing Documents.

a. The Certificate of Incorporation of Activision-Delaware as it may be amended or restated subject to applicable law, and as in effect immediately prior to the Effective Time, shall constitute the Certificate of Incorporation of the Surviving Corporation without further change or amendment until thereafter amended in accordance with the provisions thereof and applicable law, except that the first sentence of the definition of "Series A Preference Amount" as set forth in Section (A)(1) of Article FOURTH of the Certificate of Incorporation of Activision-Delaware shall be amended to read as follows: "Series A Preference Amount" shall mean, at any time with respect to a share of Series A Preferred Stock, an amount equal to \$10.00 plus (i) the amount of cumulative unpaid dividends on the Series A Preferred Stock of Activision-California accumulated to the Effective Time and (ii) the amount of cumulative, unpaid dividends thereon from the Issuance Date to the date of computation at the applicable Dividend Rate."

b. The Bylaws of Activision-Delaware as in effect immediately prior to the Effective Time shall constitute the Bylaws of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable law.

3. Officers and Directors. The persons who are officers and directors of Activision-California immediately prior to the Effective Time shall, after the Effective Time, be the officers and directors of the Surviving Corporation, without change until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Certificate of Incorporation and Bylaws and applicable law.

4. Name. The name of the Surviving Corporation shall continue to be Activision, Inc.

5. Succession. At the Effective Time, the separate corporate existence of Activision-California shall cease, and the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public or private nature and be subject to all the restrictions, disabilities and duties of Activision-California; and all the rights, privileges, powers and franchises of Activision-California, and all property, real, personal and mixed, and all debts due to Activision-California on whatever account, as well for share subscriptions and all other things in action, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectively the property of the Surviving Corporation as the same were of Activision-California, and the title to any real estate vested by deed or otherwise shall not revert or be in any way impaired by reason of the Merger, but all rights of creditor and liens upon any property of Activision-California shall be preserved unimpaired, and all debts, liabilities and duties of Activision-California shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it, provided, however, that such liens upon property of Activision-California will be limited to the property affected thereby immediately prior to the Merger. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of Activision-California, its shareholders, Board of Directors and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation, its shareholders, Board of Directors and committees thereof, respectively, and shall be as effective and binding thereon as the same were with respect to Activision-California.

6. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

a. Each share of Activision-California Common Stock outstanding immediately prior to the Effective Time shall be converted into, and shall become, one fully paid and nonassessable share of Activision-Delaware Common Stock.

b. Each share of Activision-California Series A Stock outstanding immediately prior to the Effective Time shall be converted into, and shall become, one fully paid and nonassessable share of Activision-Delaware Series A Stock.

c. The 100 shares of Activision-Delaware Common Stock issued and outstanding in the name of Activision-California shall be cancelled and retired, and no payment shall be made with respect thereto, and such shares shall resume the status of authorized and unissued shares of Activision-Delaware Common Stock.

7. Exchange of Stock Certificates.

a. After the Effective Time, each holder of a certificate or certificates theretofore representing Activision-California stock shall surrender the same to Continental Stock Trust & Transfer Company, as Exchange Agent, and shall be entitled upon such surrender to receive in exchange therefor a certificate or certificates representing the number of shares of Activision-Delaware stock into which the shares of Activision-California stock represented by the certificate or certificates so surrendered shall have been converted, as provided herein.

b. Until so surrendered, each certificate representing Activision-California stock shall be deemed for all corporate purposes, except as set forth below, to evidence the number of shares of Activision-Delaware stock into which the same shall have been converted. Unless and until any such certificate shall be so surrendered, the holder of such certificate shall not have any right to receive payment of any dividends on such shares of Activision-Delaware stock.

c. If any certificate for such Activision-Delaware stock is to be issued in a name other than that in which the certificate for Activision-California stock surrendered for exchange is registered, it shall be a condition for such exchange that the certificate so surrendered be properly endorsed or otherwise be in proper form for transfer and that the person requesting such exchange shall pay to Activision-Delaware or its Exchange Agent any transfer or other taxes required by reason thereof.

d. It is agreed that if, subsequent to the date hereof and prior to the Effective Time, the outstanding Activision-Delaware stock shall have been changed into a different number of shares or a different class by reason of any reclassification, recapitalization, split-up, combination, exchange of shares or readjustment, or a stock dividend thereon shall be declared with a record date within said period, appropriate adjustment will be made in the number of shares of Activision-Delaware stock into which each share of Activision-California stock will be converted on the Effective Time.

8. Options. Each right in or to, or option to purchase, shares of Activision-California Common Stock, including those granted under Activision-California's 1991 Stock Option and Stock Award Plan and under Activision-California 1991 Director Warrant Plan (collectively, the "Plans"), which is outstanding immediately prior to the Effective Time, shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become a right in or to, or an option to purchase at the same option price per share, the same number of shares of Activision-Delaware Common Stock, upon the same terms and subject to the same conditions as set forth in the Plans or other agreements entered into by Activision-California pertaining to such rights or options. The same number of shares of Activision-Delaware Common Stock shall be reserved for purposes of the outstanding options as is equal to the number of shares of Activision-California Common Stock so reserved as of the Effective Time. As of the Effective Time, the Surviving Corporation

hereby assumes the Plans and all obligations of Activision-California under agreements pertaining to rights in or to, or options to purchase Shares of Activision-California Common Stock, including the Plans, and the outstanding rights or options, or portions thereof, granted pursuant thereto.

9. Other Employee Benefit Plans. As of the Effective Time, the Surviving Corporation hereby assumes all obligations of Activision-California under any and all employee benefit plans in effect as of the Effective Time or with respect to which employee rights or accrued benefits are outstanding as of the Effective Time.

10. Conditions. The consummation of the Merger is subject to satisfaction of the following conditions prior to the Effective Time:

a. The Merger shall have received the requisite approval of the holders of Activision-California Common Stock and the holders of the Activision-California Series A Stock, and all necessary action shall have been taken to authorize the execution, delivery and performance of the Merger Agreement by Activision-California and Activision-Delaware.

b. All approvals and consents necessary or desirable, if any, in connection with the consummation of the Merger shall have been obtained.

c. No suit, action, proceeding or other litigation shall have been commenced or threatened to be commenced which, in the opinion of Activision-California or Activision-Delaware, would pose a material restriction on or impair consummation of the Merger, performance of this Merger Agreement or the conduct of the business of Activision-Delaware after the Effective Time, or create a risk of subjecting Activision-California or Activision-Delaware, or their respective shareholders, officers or directors, to material damages, costs, liability or other relief in connection with the Merger or this Merger Agreement.

11. Governing Law. This Merger Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except to the extent that the laws of the State of California are mandatorily applicable to the Merger.

12. Amendment. Subject to applicable law and subject to the rights of Activision-California's shareholders further to approve any amendment which would have a material adverse effect on such shareholders, this Merger Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein.

13. Deferral or Abandonment. At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned or the time of consummation of the Merger may be deferred for a reasonable time by the Board of Directors of either Activision-California or Activision-Delaware or both, notwithstanding approval of this Merger Agreement by the shareholders of Activision-California or the stockholders of Activision-Delaware, or both, if circumstances arise which, in the opinion of the Board of Directors of Activision-California or Activision-Delaware, make the Merger inadvisable or such deferral of the time of consummation thereof advisable.

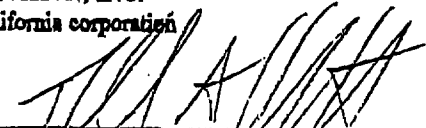
14. Counterparts. This Merger Agreement may be executed in any number of counterparts each of which when taken alone shall constitute an original instrument and when taken together shall constitute one and the same Agreement.

15. Further Assurances. From time to time, as and when required or requested by either Activision-California or Activision-Delaware, as applicable, or by its respective successors and assigns, there shall be executed and delivered on behalf of the other corporation, or by its respective successors and assigns, such deeds, assignments and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in

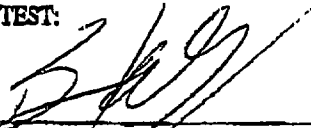
the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchise and authority of Activision-California and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of each corporation are fully authorized in the name and on behalf of such corporation or otherwise, to take any and all such action and to execute and deliver any and all such deeds, assignments and other instruments.

IN WITNESS WHEREOF, Activision-California and Activision-Delaware have caused this Merger Agreement to be signed by their respective duly authorized officers and delivered this 19th day of October, 1992.


ACTIVISION, INC.
a California corporation

By: 
Robert A. Kotick, Chief Executive Officer

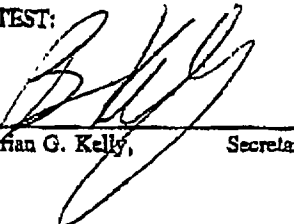
ATTEST:

By: 
Brian G. Kelly, Secretary

ACTIVISION, INC.
a Delaware corporation

By: 
Keith C. Moore, President

ATTEST:

By: 
Brian G. Kelly, Secretary