

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.		06/01/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	GO-GAME OUTLET AKTIEBOLAG		
Street Address:	Box 5083		
City:	Karlstad		
State/Country:	SWEDEN		
Postal Code:	SE-650 50		
Entity Type:	CORPORATION: SWEDEN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76579083	PAINKILLER	
Serial Number:	76481445	CRYSTAL KEY	
Serial Number:	76286652	THE ADVENTURE COMPANY	
CORRESPONDENCE DATA			
Fax Number:	(416)865-7380		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	416.865.8244		
Email:	efan@torys.com		
Correspondent Name:	Torys LLP c/o Edward Fan		
Address Line 1:	79 Wellington Street West		
Address Line 2:	Suite 3000		
Address Line 4:	Toronto, CANADA M5K 1N2		
ATTORNEY DOCKET NUMBER:	36106-2001		

OP \$90.00 76579083

DOMESTIC REPRESENTATIVE

900196112

**TRADEMARK
 REEL: 004574 FRAME: 0942**

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

NAME OF SUBMITTER:	Edward Fan
Signature:	/Edward Fan/
Date:	07/04/2011

Total Attachments: 12
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Court File No. CV-11-9223-00CL
ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MADAM

JUSTICE MESBUR

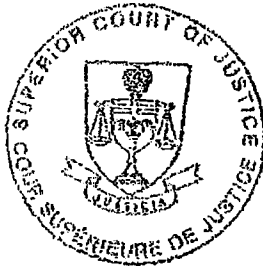
) **FRIDAY, THE 27TH DAY**
)
) **OF MAY, 2011**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

-and-



DREAMCATCHER INTERACTIVE INC.

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by James Williams and 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 agreement of purchase and sale (as amended, the "Sale Agreement") dated as of May 16, 2011 between the Receiver and Go-Game Outlet Aktiebolag ("Go-Game") and appended to the affidavit of Colin Cochrane, 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

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University Avenue, Toronto, Ontario.

ON READING the Report of the Receiver, and on hearing the submissions of counsel for the Receiver, Royal Bank of Canada ~~and others present~~ *The Company & The Purchaser* ✓ *Ran* no one appearing for any other person on the service list, although properly served as appears from the Affidavits of Kristen Atack sworn May 17, 2011 and May 18, 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** the term "Purchaser" means Go-Game and, in the event of an assignment of Go-Game'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

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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 (and 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:
- i) Any encumbrances or charges created by the Order of this Honourable Court dated May 20, 2011;

- ii) 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
- iii) 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 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.

9. **THIS COURT ORDERS AND DECLARES** that neither the *Bulk Sales Act* (Ontario) nor any similar or equivalent legislation under any province or territory

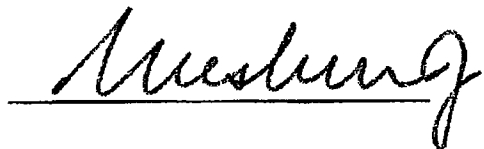
in Canada applies to the Transaction.

10. **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.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JUN 01 2011

PER/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 and Associates Inc. was appointed as receiver (the "Receiver") of the undertaking, property, and assets of Dreamcatcher Interactive Inc. (the "Debtor").

- B. Pursuant to an Order of the Court dated _____, the Court approved the purchase and sale agreement dated as of May 16, 2011 (as amended, the "Sale Agreement") between the Receiver and Go-Game Outlet Aktiebolag ("Go-Game") and provided for the vesting in the Purchaser (as defined below) 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

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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 7 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.

The term "Purchaser" means Go-Game and, in the event of an assignment of Go-Game's rights and benefits under the Sale Agreement, and 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 7 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and,

3. The Transaction has been completed to the satisfaction of the Receiver.

4. This Certificate was delivered by the Receiver at _____ on _____, 2011.

James Williams and Associates Inc., in its capacity as Receiver of the undertaking, property and assets of Dreamcatcher Interactive Inc. and not in its personal capacity

Per:

Name:

Title:

Schedule "B"

Purchased Assets

All of Dreamcatcher Interactive Inc.'s (the "Debtor") right, title and interest including, without limitation, all exploitation rights, licenses, sub-licenses, copyrights, logos, trademarks, trade names, domain names, goodwill, know-how and other intellectual or industrial rights, in and to the videogames and brands set out on Schedule B.1 hereto along with all materials and physical embodiments of or incorporating the foregoing and all Documents (collectively referred to herein as the "Purchased Assets"). Such materials and physical embodiments include software code (in source code or binary form), tools, data and manuals pertaining to the Purchased Assets (collectively referred to herein as the "Asset Materials"). The Purchased Assets include all rights to sue for and collect damages for past, present and future infringements of intellectual property rights of the Debtor pertaining to the Purchased Assets. The Purchased Assets shall not include the Excluded Assets.

Schedule "B.1"

Section 1:

Painkiller Original

Platform
PC, XBOX

Assets Available

Source Code PC, EFIGS MASTER, Associated trademark applications or registrations (including Canadian trademark TMA 653687, US trademark 76579083 and corresponding applications or registrations in any jurisdiction)

Painkiller Add On

PC

Source Code PC, EFIGS MASTER

Painkiller Gold Edition

PC

Source Code PC, EFIGS MASTER

Painkiller Add On 2

PC

Source Code PC, EFIGS MASTER

Painkiller Add On 3

PC

Source Code PC, EFIGS MASTER

Painkiller Various Special

PC

Source Code PC, EFIGS MASTER

Aura: Fate of the Ages

PC

EFIGS MASTER

Aura 2 (The Sacred Rings)

PC

EFIGS MASTER

Crystal Key

PC

PC Master, Associated trademark registrations (including Canadian trademark TMA 638523, US trademark 2935391 and corresponding applications or registrations in any jurisdiction)

Crystal Key 2 (The Far Realm)

PC

PC Master

Jewels of the Oracle

PC

PC Master

Patriots Nations under Fire

PC

EFIGS MASTER

THE ADVENTURE COMPANY **

PC

TITLE, LOGO, Associated trademark registrations (including Canadian trademark TMA 602947, US trademark 2689314, Community trademark 3079936 and corresponding applications or registrations in any jurisdiction)

Traitors Gate 1 & 2

PC

EFIGS MASTER

Safecracker

PC

IP

Safecracker 2

PC, NDS

Source Code PC, EFIGS MASTER

Forever Worlds

PC

PC Master

Gore

PC

PC Master

Mysterious Journey 2

PC

PC Master

Omega Stone

PC

PC Master

** For certainty all logos, trademarks, business names, goodwill, etc. will be transferred to the Purchaser

DREAMCATCHER INTERACTIVE INC.
Respondent

- and -

ROYAL BANK OF CANADA
Applicant

**ONTARIO
SUPERIOR COURT**

**PROCEEDINGS COMMENCED AT
TORONTO**

APPROVAL AND VESTING ORDER

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Welland, Ontario
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Lawyers for the applicant

**CLARK PEDDLE
LSUC #32002**