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U.S. Department of Commerce  
Patent and Trademark Office

Form 1595  
1-31-92 (modified)  
Atty Dkt. No. 59027-8040.US01

102254866

To the Honorable Assistant Commissioner for Patents: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):  
Bryan M. Kelly  
  
Add'l names of conveying parties attached?  
 Yes  No

2. Name/address of receiving party(ies):  
Arcade Planet, Inc.  
201 Lindbergh Avenue  
Livermore, CA 94550-7667

*MPD 10/15/02*

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Other  
 Change of Name  Reassignment

Add'l names of receiving parties attached?  Yes  No

4. Date of execution:  
July 22, 2002

5. Application number(s) and/or patent number(s):  
  
If this document is being filed with a new application, the date of signature by the first named inventor was:

A. Patent Application No.(s)  
10/194,397, filed on July 12, 2002

B. Patent No.(s)

Additional numbers attached:  Yes  No

6. Name and address of party to whom correspondence concerning document should be mailed:  
  
Customer No. 22918  
Perkins Coie LLP  
P. O. Box 2168  
Menlo Park, California 94026-2168  
(650) 838-4300

7. Total No. of applications and patents involved:  
one (1)

8. Total fee (37 CFR §3.41): \$40.00  
 Fee Enclosed

9. Total number of pages, including cover sheet, attachments and document: 4

10/17/2002 WABDEL R1 00000065 10194397  
05 FC:802 40.00 DP

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10. 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.*

Carina M. Tan, 45 769

October 9, 2002

Name of Person Signing

Signature

Date

## Assignment

THIS ASSIGNMENT, by Bryan Kelly (hereinafter referred to as the Assignor), respectively, witnesseth:

WHEREAS, the said Assignor has invented certain new and useful inventions set forth in an application for Letters Patent of the United States entitled "GAME APPARATUS WITH MULTIPLE MOVING ELEMENTS". I hereby authorize and request my attorney, Carina M. Tan, of Perkins Coie LLP, 101 Jefferson Drive, Menlo Park, CA 94025 to insert here in parentheses (Application Number 10/194,397, filed July 12, 2002) the filing date and application number of said application when known.

WHEREAS, Arcade Planet, Inc., a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 201 Lindbergh Avenue, Livermore, CA 94550-7667 (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, for valuable consideration, the receipt of which is hereby acknowledged, the said Assignor has sold, assigned, transfer and set over, and by these presents does sell, assign, transfer and set over, unto the 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, reexaminations, 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 the said Assignee, for its own use and behoof and the use and behoof 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 Assignor, had this sale and assignment not been made.

AND, for the same consideration, the said Assignors hereby covenant and agree to and with the said Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said Assignors are the joint and lawful owners of the entire right, title and interest in and to the said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that the 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, the said Assignor hereby covenants and agrees to and with the said Assignee, its successors, legal representatives and assigns, that the said Assignors will, whenever counsel of the 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 Assignees, their successors, legal representatives and assigns, but at the cost and expense of the said Assignee, its successors, legal representatives and assigns.

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

Date: 7/22/02

Bryan M. Kelly  
Bryan M. Kelly

STATE OF California

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
personally appeared **Bryan M. Kelly**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(Seal)