

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Play Industries, Inc., a California Corporation d/b/a Play Incorporated	01/31/2001
RECEIVING PARTY DATA	
Name:	Credit Managers Association of California
Street Address:	40 East Verdugo Avenue
City:	Burbank
State/Country:	CALIFORNIA
Postal Code:	91502
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6357603
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(951) 781-9231
Email:	efiling@kmob.com
Correspondent Name:	Russell M. Jeide
Address Line 1:	2040 Main Street
Address Line 2:	14th Floor
Address Line 4:	Irvine, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	KM2310.004A
NAME OF SUBMITTER:	Russell M. Jeide
Total Attachments: 3 source=KM2310 Play-CMA#page1.tif source=KM2310 Play-CMA#page2.tif source=KM2310 Play-CMA#page3.tif	

OP \$40.00 6357603

500973968

PATENT
REEL: 023292 FRAME: 0059

ORIGINAL

GENERAL ASSIGNMENT

THIS ASSIGNMENT, Made this 31st day of January, 2001By: Play Industries, Inc., a California corporation d/b/a Play Incorporated of 2890 Kilgore Road, Rancho Cordova, CA 95670 in the
City of Rancho Cordova, County of Sacramento State of California,FEDERAL TAX IDENTIFICATION NUMBER: 68-0371152party of the first part, hereinafter referred to as Assignor, to Credit Managers Association of California,
a California corporation, of Burbank, California, party of the second part, hereinafter referred to as Assignee.

WITNESSETH: That said assignor, for and in consideration of the covenants and agreements to be performed by the party of the second part, as hereinafter contained, and of the sum of One Dollar (\$1.00) to Assignor in hand paid by said Assignee, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, assign, convey and transfer unto said Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of the Assignor of every kind and nature and wheresoever situated, both real and personal, including but not limited to licenses, patents, inventory, accounts receivable, all marketing materials, training materials, office and reference manuals and similar items associated with Assignor, franchises, licenses, permits, consents and certificates of any regulatory, administrative or other governmental agency or body issued to or held by Assignor necessary or incidental to the conduct of Assignor's business, intellectual property including but not limited to, patents, trademarks, service marks, trade names, copyrights, trade secrets, information, proprietary rights and processes, contracts, agreements, contract rights, license agreements, purchase and sales orders, quotations and other executory rights, lease and rent deposits and prepaid expenses, furniture, art work, fixtures, equipment (including office equipment), machinery, parts, computer hardware, tools, dies, jigs, patterns, molds, automobiles and trucks and all other tangible personal property (other than the Inventory), including, without limitation, any of the foregoing which has been fully depreciated, all books of account, general, financial, tax and personnel records, customer and supplier lists including addresses, drawings, files, papers and other records, inventory, including, without limitation, raw materials, work in process, finished goods, service parts and supplies, causes of action including without limitation, any such causes of action for past infringement of United States and foreign letters patents, pending applications for United States and foreign letters patents and United States and foreign trademarks and service marks of Assignor with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives and claims to ownership rights in such United States and foreign letters patents, pending applications for United States and foreign letters patents and United States and foreign trademarks and service marks, judgments, awards and claims or demands of whatever kind or description, rights and interests of Assignor to the proceeds of insurance claims arising from damage to the assets described herein, rights of Assignor, if any, under express or implied warranties from suppliers and vendors of Assignor which are related to Assignor's Business, all goodwill, if any, associated with Assignor's business, cash, cash equivalents and bank accounts owned by Assignor and any interest or equity therein not exempt for execution, including, but not limited to, all that certain stock of merchandise, store furniture and fixtures, book accounts, books, bills receivable, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names, insurance policies, tax refunds, rebates, insurance refunds and claims, choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by the Assignor. Additionally, the property shall include all shares, options, warrants, rights (including conversion or preemptive rights) or agreements for the purchase or acquisition of any shares of capital stock in any third-party company, including without limitation, Play Streaming Media Group, Inc.

This assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the U.S. Treasury Department, and any State or local taxing agency, and the Assignor agrees to sign and execute power of attorney or all other documents as required to enable said Assignee to file and prosecute, compromise and/or settle, all such claims before the

Internal Revenue Service and any State or local taxing agency, and agrees to endorse any tax refund checks relating to the prior operations of said Assignor's business and to deliver such checks to the Assignee.

Leases and leasehold interests in real estate are not included in this assignment. However, if the Assignee shall determine that the same may be assigned and also that the same has a realizable value for creditors, then the Assignor agrees that upon written demand of the Assignee, it will assign and transfer said lease or leasehold interest to said Assignee, or nominee, for administration under the terms of this general assignment.

Contracts and/or agreements between Assignor and any Labor Union, or Trade Associations, are excepted from and not included in this assignment.

The Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by the Assignee. Assignor shall promptly execute, acknowledge or deliver any documents deemed reasonably necessary by Assignee to complete the actions contemplated by this Assignment.

Said Assignee is to receive the said property, conduct the said business, should it deem it proper, and is hereby irrevocably authorized at any time after the execution hereof to sell, lease, or otherwise dispose of said property upon such time and terms as it may see fit. Said Assignee shall use and apply the net proceeds arising from the conducting of said business and from the sale, or lease or other disposition of said property as follows:

FIRST: To deduct therefrom (or to reimburse itself with respect to) all sums which said Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee (as hereinafter defined) and to its attorney, and to the attorney for the Assignor; and, in those instances where a creditors' committee has been selected at any meeting of the creditors of the Assignor (without regard to the actual amount or number of creditors present at such creditors' meeting) then a reasonable fee shall be paid to the attorney appointed by said Creditors' Committee in an amount fixed by the said creditors' committee and said Assignee.

SECOND: The balance of the proceeds then remaining shall be paid to the creditors of the Assignor, pro rata, according to the indebtedness due each of them, individually, from the Assignor.

With respect to the fees of the Assignee referred to in the aforementioned paragraph **FIRST** hereinabove. Assignor hereby expressly and irrevocably agrees as follows: That the term "a reasonable fee to Assignee", as used herein, is defined as, and includes the following: (a) An administration fee computed on the basis of the total monies handled in connection with this Assignment and for the assembly, inventorying, collection and liquidation of the assets assigned, in accordance with the following schedule, to wit: the greater of a minimum fee of \$5,000, or a fee of 6 % shall apply; (There shall be excluded from the foregoing, however, monies received or disbursed in connection with and incidental to any actual continuing operation of the business assigned, as distinguished from monies received in connection with the collection and liquidation of the assets assigned.); (b) a fee of 1.5 % shall be charged on disbursements to secured and priority creditors and, (c) a fee of 4 % shall be charged on distributions to general creditors.

The Assignee shall be entitled to reimbursement of all expenses incurred as a result of its administration out of the proceeds generated therefrom.

In addition to all the foregoing fees and charges, the Assignor expressly agrees that the Assignee shall be entitled to a further fee equal to any and all interest earned and received by the Assignee on any trust and other funds in its hands and arising from this assignment.

In an addition to all of the foregoing, when applicable, in the opinion of the Board of Directors of Assignee, an additional and reasonable fee may be taken for special, unusual, or extraordinary services actually performed by Assignee in connection with the operation, management, preservation, or administration of the property of the Assignment; and, in this connection the Board of Directors of the Assignee corporation, or the President of the Assignee corporation, is hereby given the right and discretion to determine the nature and extent of such special, unusual or extraordinary services, and the amount of additional fees in connection therewith.

The total of all of said fees shall be paid from the property assigned, and from all of the proceeds thereof and from any interest, income and increments and any additions thereto.

Any contract, liability, or obligation made by Assignee in connection with the administration of this agreement shall not personally bind Assignee or any of its officers, agents, or employees, but it shall obligate Assignee in its capacity as Assignee only, whether or not the Contract specifically so provides. Assignee hereunder shall be liable only in its official capacity for reasonable care and diligence in administering the estate created by this assignment.

Assignor as to all existing creditors extends the statute of limitations upon their respective claims for a period of one year from the date hereof.

Said Assignee is also authorized and empowered to appoint such agents, field representatives, attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of the Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this assignment as said Assignee may consider necessary or advisable.

Assignee agrees to accept the General Assignment provider hereunder.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

Play Industries, Inc.,


By: Daniel Kaye, President

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA
a California corporation


By: Robert Hoder, Secretary