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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Frederick George

7.24.02

- Individual(s) [checked] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [ ] Other [ ]

Additional name(s) of conveying party(ies) attached? [ ] Yes [checked] No

3. Nature of conveyance:

- Assignment [checked] Merger [ ] Security Agreement [ ] Change of Name [ ] Other [ ]

Execution Date: July 24, 2002

2. Name and address of receiving party(ies)

Name: Gamestop, Inc.

Internal Address:

Street Address: 2250 William D. Tate Avenue

City: Grapevine State: TX Zip: 76051

- Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State Minnesota [checked] Other [ ]

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [checked] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [checked] No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,982,962

Additional number(s) attached [ ] Yes [checked] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Todd Braverman

Internal Address: Bryan Cave LLP

Street Address: 1290 Avenue of the Americas

City: New York State: NY Zip: 10104

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed [checked] Authorized to be charged to deposit account [ ]

8. Deposit account number:

50-1821

FINANCE SECTION JUL 24 2002 1:51

DO NOT USE THIS SPACE

9. Signature.

Todd Braverman Name of Person Signing

Todd Braverman Signature

7/24/02 Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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40.00 DP

TRADEMARK REEL: 002553 FRAME: 0487

## TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

THIS TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT, entered into this 24 day of July, 2002, by and between Fred George ("Assignor"), sole shareholder of the Recycled Games & Music, Inc., a former Virginia corporation and Gamestop, Inc., a Minnesota corporation ("Assignee"), located and doing business at 2250 William D. Tate Avenue, Grapevine, TX 76051 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark PLAY MORE, including such other trademarks, service marks, trade names, domain names, logos, designs and trade dress as may be owned by Assignor and used in connection with the mark PLAY MORE, including similar iterations of the mark, and any applications or registrations therefor, including, U.S. Registration No. 1,982,962 thereof in the United States Patent and Trademark Office (collectively, the "Mark") and the goodwill of the business associated with the Mark;

WHEREAS, Assignee desires to acquire the Mark, and the goodwill of the business associated with the Mark.

NOW, THEREFORE, in consideration for the terms and conditions herein, and conditioned on the receipt of the amount described in Section 2, Assignor does hereby assign, sell, transfer and convey unto Assignee all right, title and interest in and to the Mark, together with the goodwill of the business in connection with and symbolized by the Mark, including, but not limited to, the use of the Mark in any manner; and Assignor does hereby further assign, sell, transfer and convey unto Assignee any and all claims of Assignor for past infringement and any and all causes of action of Assignor with respect to or arising out of the Mark, along with the right to recover damages and profits for past infringements thereof.

1. Assignor agrees to execute and deliver at the reasonable request of Assignee, all papers, instruments, assignments, and releases of security interest, and to perform any other reasonable acts the Assignee may reasonably require in order to vest all of Assignor's rights, title and interest in and to the Mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence reasonably is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

2. In consideration of the assignment of the Mark, together with the goodwill of the business symbolized thereby, Assignee shall pay Assignor six thousand dollars (\$6,000.00) upon execution of this Trademark Purchase and Assignment Agreement ("Agreement"). The method of payment shall be by wire to Williams Mullen Clark & Dobbins within two working days of the later signature below.

3. Assignor represents and warrants that: (a) Assignor has the full authority to enter into and fully perform its obligations under this Agreement; (b) the execution, delivery and performance of this Agreement by Assignor does not conflict with any other agreement to which Assignor is a party and/or by which Assignor is bound; (c) Assignor shall not enter into any agreement with any third party that is inconsistent with the provisions of this Agreement; and (d)

Assignor shall comply with all applicable laws and regulations applicable to its activities in furtherance of this Agreement.

4. Assignor further represents and warrants that: (i) Assignor is the sole and exclusive owner of the Mark, with no breaks in the chain of title thereof; (ii) the Mark is free and clear of any claim, security interest, lien, pledge, option, charge or encumbrance of any kind whatsoever; (iii) as of the date of execution, to the best of Assignor's knowledge, the Mark has not and will not infringe or will infringe or violate the rights of any third party; and (iv) Assignor shall refrain in the future from adopting or seeking registration of any mark, term, device or design that is likely to cause confusion with the Mark.

5. Assignor agrees to defend, indemnify and hold harmless Assignee, its subsidiaries, affiliates, parents and their respective successors, assigns, officers, directors, employees and agents from and against any judgment, loss, damage, cost or expense (including reasonable attorneys' fees) arising out of or in connection with any actual or threatened claim, suit, action or proceeding of any kind by any third party with respect to any breach or alleged breach of the representations, covenants, agreements or obligations by Assignor. The parties agree that Assignor's liability to Assignee under this Agreement shall in no event exceed the amount paid by Assignee to Assignor under Section 2.

6. Any notice permitted or required under this Agreement shall be in writing and shall be given or made by certified or registered mail or by overnight courier addressed to the respective parties as follows:

For Assignee:

Gamestop, Inc.,  
2250 William D. Tate Avenue  
Grapevine, TX 76051  
Attn: David W. Carlson  
President and CFO

For Assignor:

Mr. Frederick George  
2100 East Ocean View Ave., No. 34  
Norfolk, VA 23518

Such notice or demand shall be deemed to have been given or made on the next business day when sent by the use of overnight courier, or on the fifth business day after deposit, postage prepaid in the U.S. mail for certified or registered mail.

The address for notice may be changed at any time by giving thirty (30) days prior written notice as above provided.

7. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York without reference to choice of law principles. The parties agree that any claim or dispute arising from this Agreement shall be brought in the court of competent jurisdiction in the city of Norfolk, Virginia, and hereby waive objection to venue.

8. This Agreement shall be binding on and inure to the benefit of the legal heirs, successors and assigns.

9. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and may be modified only by a written instrument duly executed by each party. In the event of any conflict between the terms of the exhibits, appendices or schedules, if any, to this Agreement, and the other provisions of this Agreement, the terms of the conflicting provision in the exhibits, appendices or schedules will be deemed superseded.

10. This instrument may be executed in counterparts, each of which when so executed shall be deemed to be an original and all counterparts shall together constitute one and the same instrument.


**THE FOREGOING IS ACCEPTED AND AGREED TO BY THE UNDERSIGNED:**

Executed at Virginia Beach, Virginia this 24 day of July, 2002 (the "Effective Date"):

**FREDERICK GEORGE**

**GAMESTOP, INC.**


By:   
Name: Frederick George

By:   
Name: David W. Carlson  
Title: Vice President and CFO

COMMONWEALTH OF VIRGINIA )  
CITY OF VIRGINIA BEACH )

On the 27<sup>th</sup> day of July, 2002, before me personally came Frederick George, to me known, and executed the foregoing Trademark Purchase and Assignment Agreement.

*my commission expires:  
April 30, 2004*

  
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Notary Public