

AGREEMENT

This Agreement (the “**Agreement**”) is by and between Stardock Systems, Inc., a Michigan corporation with its principal place of business at 5090 Beck Road Plymouth, Michigan 48170, , and its affiliates, successors, and assigns (“**Stardock**”) on the one hand, and Paul Reiche III, an individual residing at 2533 Laguna Vista Drive, Novato, California 94945-1562 (“**Reiche**”), and Robert Frederick Ford (“**Ford**”), an individual residing at 730 Eucalyptus Avenue, Novato, California 94947-2835, on the other hand (collectively the “**Defendants**”), and their affiliates, successors, and assigns (together, the “**Parties**” or separately, the “**Party**”), and is to become effective upon the execution of this Agreement by all Parties (the “**Effective Date**”).

RECITALS

WHEREAS, Accolade, Inc. (“**Accolade**”) and Reiche entered into an Agreement dated October 7, 1988 pertaining to the development and publishing of computer software programs (the “**1988 Agreement**”) titled “Star Control”;

WHEREAS, under the 1988 Agreement, Accolade created three Star Control games, *i.e.*, Star Control I, Star Control II and Star Control III (collectively the “**Classic Star Control Games**”);

WHEREAS, the Defendants contend that they developed certain creative elements that were incorporated into Star Control I and Star Control II;

WHEREAS, pursuant to the 1988 Agreement, Accolade was granted the sole and exclusive rights to, *inter alia*, modify, duplicate, produce, package, promote, market, display and distribute the Class Star Control Games;

WHEREAS, also pursuant to the 1988 Agreement, Accolade owned the sole and exclusive right to create computer software programs based on or derived from any characters, themes, settings or plot lines from the Classic Star Control Games and any translation, port or adaptation of the Classic Star Control Games, as well as the rights to the title, packaging concept, and packaging design in and to the Star Control Games and any trademarks and other intellectual property rights adopted and used by Accolade in the marketing thereof (collectively the “**Star Control IP**”). Included within the Star Control IP is U.S. Trademark Registration No. 2,046,036 for the mark STAR CONTROL (the “**STAR CONTROL Trademark Registration**”) and U.S. Copyright Registration No. PA 799-000 for Star Control III (the “**Star Control Copyright Registration**”);

WHEREAS, Atari, Inc. (“**Atari**”) acquired Accolade in 1999, thereby assuming ownership of the 1988 Agreement and the Star Control IP;

WHEREAS, on July 18, 2013, Stardock entered into an Asset Purchase Agreement (the “**Asset Purchase Agreement**”) with Atari whereby Stardock assumed the 1988 Agreement, along with the Star Control IP, including but not limited to, the STAR CONTROL Trademark Registration for the STAR CONTROL mark and the Star Control Copyright Registration;

WHEREAS, Stardock has created a new game titled “Star Control: Origins” (hereinafter “**Stardock’s New Star Control Game**”);

WHEREAS, despite having known of Stardock's plans with respect to Stardock's New Star Control Game and recognizing the goodwill and reputation associated with Stardock's STAR CONTROL mark, shortly before the release of Stardock's New Star Control Game and without Stardock's permission, Defendants used Stardock's STAR CONTROL mark in the advertising and promotion of a new game titled Ghosts of the Precursors (the "**Ghosts of the Precursors Game**"). Such unauthorized use of Stardock's STAR CONTROL mark includes, for example, the advertising and promotion of the Ghosts of the Precursors Game as a "direct sequel" to Star Control II and display of the image below, and as further exemplified in **Exhibit A** hereto;



WHEREAS, Defendants' unauthorized use of the STAR CONTROL mark has created actual confusion, mistake and/or deception among consumers in the marketplace, as exemplified in **Exhibit B** hereto;

WHEREAS, on or about October 22, 2017, Stardock learned that the Defendants have been advertising and selling, without Stardock's permission, the Classic Star Control Games on Good Old Games ("GOG"), thereby further infringing upon Stardock's registered right to the STAR CONTROL mark and the Star Control Copyright Registration;

WHEREAS, on December 8, 2017, Stardock filed suit in the U.S. District Court for the North District of California (Civil Case No. 3:17-cv-07025) against the Defendants for trademark and copyright infringement, in addition to other causes of action (the "**Lawsuit**"); and

WHEREAS, in lieu of litigation, the Parties desire to amicably resolve their disputes and differences, and to memorialize the settlement of such disputes and differences, and the Parties have agreed to the matters in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the release of liability, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Defendants shall immediately and forever:
 - (i) refrain from any and all use of the term STAR CONTROL and/or any variation thereof, as a trademark, service mark, business name, trade name and/or social media username and/or with source identifying indicia whatsoever, including but not limited to any and all use of the term STAR CONTROL in connection with the marketing and promotion of any product or service including but not limited to any computer or video game;

(ii) refrain from objecting to, challenging and/or in any way interfering with Stardock's right, title and interest in and to the STAR CONTROL mark, the STAR CONTROL Trademark Registration, the Star Control Copyright Registration, any other marks associated with the Classic Star Control Games and/or the Assigned IP (as defined pursuant to Paragraph 2 of this Agreement) and/or any additional application and/or registration therefor;

(iii) refrain from representing in any manner that they are the "creators" of the Classic Star Control Games and/or are the sole developers of Star Control I and Star Control II, and/or refrain from associating themselves in any other way with the Classic Star Control Games; however, notwithstanding the foregoing, Defendant's shall be entitled to identify themselves as being the "lead designers of Star Control I and II" and/or having been "involved in the creation of Star Control I and Star Control II."

(iv) refrain from any and all use of the term GHOSTS OF THE PRECURSORS and/or any variation thereof, as a trademark, service mark, business name, trade name and/or social media username and/or with source identifying indicia whatsoever, including but not limited to any and all use of the wording GHOSTS OF THE PRECURSORS in connection with the marketing and promotion of any product or service including but not limited to any computer or video game;

(v) refrain from any and all use of the term UR-QUAN and/or any variation thereof, as a trademark, service mark, business name, trade name and/or social media username and/or with source identifying indicia whatsoever, including but not limited to any and all use of the wording UR-QUAN MASTERS in connection with the marketing and promotion of any product or service including but not limited to any computer or video game;

(vi) refrain from any and all use of any other marks, terms, wording, designs or graphics (including any graphics pertaining ships and aliens) that are in any way associated with the Classic Star Control Games and/or Stardock's New Star Control Game and/or any variation thereof, including but not limited to any said use as trademarks, service marks, business names, trade names and/or social media usernames and/or with source identifying indicia whatsoever, including but not limited to any and all use of such marks, terms, wording, designs or graphics in connection with the marketing and promotion of any product or service including but not limited to any computer or video game;

(vii) refrain from filing, acquiring and/or maintaining any application for registration, or registration, of any other marks, terms, wording, designs or graphics (including any graphics pertaining ships and aliens) that are in any way associated with the Classic Star Control Games and/or Stardock's New Star Control Game and/or any variation thereof.

(viii) refrain from, in any way, taking any and all action that is likely to create confusion, mistake and/or deception as to the source of goods and/or services offered under the STAR CONTROL mark, or any variation thereof;

(ix) refrain from, in any way, objecting to, challenging and/or interfering with Stardock's continued development, advertising, promotion, sale and/or distribution of Stardock's New Star Control Game and/or any game that Stardock may develop in the

future that in any way uses, incorporates and/or relies upon the STAR CONTROL mark, the STAR CONTROL Trademark Registration, the Star Control Copyright Registration, the names and designs of graphics including but not limited to those of ships and aliens within the Classic Star Control Games and/or the Assigned IP (as defined pursuant to Paragraph 2 of this Agreement), and/or aiding or abetting others in any such objection, challenge and/or interference.

(x) refrain from, in any way, objecting to, challenging and/or interfering with Stardock's use and/or registration of the Assigned IP (as defined pursuant to Paragraph 2 of this Agreement), the STAR CONTROL mark, STAR CONTROL Trademark Registration, the Star Control Copyright Registration, and/or any additional applications or registrations pertaining thereto;

(xi) refrain from advertising, promoting, selling, offering to sell, or any way contributing to the foregoing, any game that uses game play that is the same or similar to the game play offered in the Classic Star Control Games; and

(xii) refrain from aiding and/or abetting any person and/or entity with respect to any actions that are contrary to the representations within Paragraph 1 of this Agreement.

2. Defendants shall immediately abandon any applications for registration of any mark that is any way associated with the Classic Star Control games, including but not limited to Defendants' application for registration of the mark GHOSTS OF THE PRECURSORS.

3. Defendants hereby (i) assign to Stardock, pursuant to the Assignment set forth in **Exhibit C** hereto, any and all right, title and interest that they have in and to any and all intellectual property they own relative to the Classic Star Control Games (the "**Assigned IP**"); (ii) agree to, within ten (10) days of the Effective Date of this Agreement, deliver to Stardock any and all materials in their possession and/or control pertaining to the Assigned IP, including but not limited to any plans, drawings, specifications, papers, computer hardware or related equipment, documents, manuals, computer programs, computer source code, and other records; and (iii) agree to cooperate in good faith with Stardock relative to providing any and all assistance in perfecting the assignment of the Assigned IP and the recordation of the same. Defendants shall, concurrently with the execution of this Agreement, provide Stardock with an executed copy of the Assignment set forth in Exhibit C hereto.

4. Defendants shall within ten (10) days of this Agreement, take any and all action necessary to (i) remove any and all content that they have published and/or posted, whether via their own or third-party websites, online forums, social media sites, or otherwise, that reference and/or otherwise are related to the STAR CONTROL mark and/or the Classic Star Control Games and (ii) remove or render inactive any and all links to such publications and/or posts on Defendants' website, namely, <https://www.dogarandkazon.com/>, and/or any and all social media sites operated by Defendants.

5. For a period of five (5) years from the Effective Date of this Agreement, Defendants shall refrain from developing and/or publishing any work that is within the same genre of games as the Classic Star Control Games and Stardock's New Star Control Game.

6. The Parties agree that the 1988 Agreement, including any and all addendums thereto, is terminated and shall be superseded and replaced in its entirety by this Agreement, subject to the terms of this Agreement.

7. In consideration for the release set forth in Paragraph 10 of this Agreement, and for other good and valuable consideration the receipt of which is hereby acknowledged, Defendants shall within thirty (30) days of the Effective Date of this Agreement pay to Stardock the amount of Two Hundred Twenty-Five Thousand U.S. dollars (\$225,000) in one-lump sum via wire transfer or other payment means specified by Stardock.

8. Defendants shall, upon Defendants' execution of this Agreement, publish the Corrective Statement set forth in **Exhibit D** of this Agreement on their website, namely, <https://www.dogarandkazon.com/>, and/or on any other website including any and all social media sites wherein they have advertised the Ghosts of the Precursors Game, and shall provide to Stardock a copy of all said publications once published.

9. Upon satisfaction of the obligations set forth in Paragraphs 2, 3 and 4 of this Agreement, Stardock shall prepare and file the documents necessary to withdraw the Lawsuit against the Defendants without prejudice.

10. **Release.** Subject to full and complete compliance with the terms and conditions of this Agreement, the Parties hereby release and discharge each other, each other's current and former parents, affiliates, subsidiaries, divisions, owners, officers, directors, employees, agents, representatives, attorneys, successors, and assigns of and from any and all claims, actions, causes of action, suits, obligations, liabilities, and demands whatsoever, whether in law or equity, known or unknown, relative only to the subject matter of this Agreement and the Lawsuit prior to the Effective Date of this Agreement.

11. **Waiver of Section 1542.** The Parties intend and agree that this Agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, prior to the Effective Date, and that the waiver and release provided for in this Agreement shall be effective as a full and final release of and from all matters related thereto, and, in furtherance of this intention, the Parties acknowledge and agree that they are familiar with and have been advised by legal counsel concerning the legal effect of California Civil Code Section 1542, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing this release, which if known by him or her, must have materially affected his or her settlement to debtor.”

The Parties being aware of, and having been advised by legal counsel as to the significance and legal effect of Section 1542 of the California Civil Code, hereby expressly waive and relinquish any and all rights and benefits any such party may have thereunder or under any other statute or common law principle of similar effect with respect to the waivers and releases provided for in this Section.

12. **Representations and Warranties.** Each Party represents and warrants that (a) it has read this Agreement, has received the assistance of counsel with respect to this Agreement, and understands the contents hereof, and has executed this Agreement voluntarily and without

duress or undue influence on the part of or on behalf of any other Party; and (b) the person signing this Agreement on such Party's behalf has authority to do so, and that there is no need for court approval or for the countersignature of any other person, including without limitation, any officer, director, member, stockholder or other representative, to make the Agreement binding against that Party.

13. **No Admission of Liability**. The Parties acknowledge that this Agreement represents a compromise of disputed claims and shall not be considered an admission of liability by any Party for any purpose. All of the Parties hereto acknowledge that no representation or promise not expressly set forth in this Agreement has been made by any other Party or by any of their agents, servants, employees, representatives, attorneys or accountants, and that there are no representations or promises which are not expressly set forth herein.

14. **Confidentiality and Non-Disparagement**. The terms of this Agreement shall remain confidential, except as otherwise stated herein and to the extent that its disclosure is required by law or otherwise required to give effect to this Agreement. When disclosure of the Agreement is required by law, the producing party will take all reasonable steps to protect the Agreement and its terms from further disclosure under appropriate protective order or such other measures reasonably suited to preserving the confidentiality of this Agreement. Each Party agrees not to disparage or demean in any manner the reputation of the other Party or any of its products or services, including Stardock's New Star Control Game.

15. **Territorial Scope**: The territorial scope of this Agreement shall be worldwide.

16. **Applicable Law**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California and the laws of the United States applicable to transactions within California, or any jurisdiction in which Stardock would ordinarily have jurisdiction in view of any infringements of the STAR CONTROL mark, the STAR CONTROL Trademark Registration, the Star Control Copyright Registration, the Assigned IP and/or other intellectual property owned by Stardock in breach of this Agreement, said choice of law to be chosen at Stardock's discretion, without regard to any applicable choice and conflict-of-laws rules. The Parties irrevocably consent to jurisdiction and venue in the court chosen in Stardock's discretion as being appropriate in view of the nature of the breach or dispute, such that the chosen court shall be the sole and appropriate forum for any action arising under, out of, or in any way relating to this Agreement.

17. **Binding Agreement**. This Agreement shall be binding upon the Parties and their respective parents, subsidiaries, affiliates, heirs, successors and assigns.

18. **Severability**. If any provision of this Agreement shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement shall be enforced to the fullest extent permitted by law.

19. **Construction**. The terms, provisions and conditions of this Agreement represent the results of negotiations between Stardock and Defendants through counsel of their own choosing. Accordingly, the terms, provisions and conditions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and Stardock and Defendants, expressly, knowingly and voluntarily waive the application, in connection with the interpretation and construction of this Agreement, of any rule of law or procedure to the effect that

ambiguous or conflicting terms, conditions or provisions shall be interpreted or construed against the Party whose legal counsel prepared the executed version or any prior drafts of this Agreement.

20. **Further Assurances.** In addition to the documents, instruments and acts described in this Agreement and which are to be executed and/or delivered and/or taken pursuant to this Agreement, each of the Parties agrees to promptly execute and deliver from time to time upon request by the other Party, such other documents, and instruments, and take such other action, as may reasonably be required to more fully completely evidence and carry out the transactions contemplated by this Agreement.

21. **Headings and Defined Terms.** Descriptive headings are used in this Agreement for convenience only and shall not control, limit, amplify or otherwise modify or affect the terms and provisions of this Agreement or the meaning or construction of the terms and provisions of this Agreement.

22. **Attorneys' Fees.** If any legal action or other proceeding is brought for breach of this Agreement or any of the representations herein, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and other costs incurred, including but not limited to costs incurred in connection with investigating the violation or breach, communications with the other Party relative to the violation or breach, and/or bringing such action or proceeding or otherwise incurred in connection with any action taken with respect to any third party as a result of any violation or breach of the representations and warranties contained in this Agreement, in addition to any other relief to which such Party may be entitled.

23. **Counterparts.** This Agreement may be signed using one or more counterparts and shall be enforceable upon the exchange of executed counterparts by fax or e-mail. The separately executed copies together shall be considered an original and shall be binding on the Parties.

24. **Entire Agreement.** This Settlement Agreement constitutes the entire agreement of the Parties with respect to the matters set forth herein, and supersedes any and all prior agreements or understandings, written or oral, between them relating to the subject matter of this Settlement Agreement. No other promises or agreements shall be binding upon the Parties with respect to this subject matter unless contained in this Settlement Agreement or separately agreed to in writing and signed by an authorized representative of each Party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set out below.

STARDOCK SYSTEMS, INC.

PAUL REICHE III

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

Date: _____

ROBERT FREDERICK FORD

By: _____

Name: _____

Date: _____

EXHIBIT A



CREATORS OF STAR CONTROL II - THE UR-QUAN MASTERS

UPDATES FROM FRED FORD AND PAUL REICHE III

LAUNCH FIGHTERS!

OCTOBER 09, 2017

It was almost exactly 25 years ago that we released *Star Control II*® -- *The Ur-Quan Masters* for DOS PCs. We poured our hearts into the game, blending our love for classic science fiction, *Spacewar!*-style action gameplay and our own quirky sense of humor. We had tons of help from many talented friends and collaborators, but even so getting the game across the finish line was a herculean effort -- both the exciting, hydra-fighting kind, as well as the exhausting stable-cleaning kind. Pretty much ever since then, fans have been politely asking us to create a sequel, sometimes begging for a sequel, even threatening us if we *don't* make a sequel. Our answer was always, "We *really* want to do this, we just need to wait until the time is right" -- kind of like Cthulhu awakening, but less end-of-the-worldy. Well, the stars have finally aligned -- we are now working on a direct sequel to *Star Control II*® -- *The Ur-Quan Masters*, called *Ghosts of the Precursors*™.



This is a passion project for us and we have committed to dedicating some of our own time to creating a true sequel. We are early, *early* in development, but rest assured, the game will include genuine [Ur-Quan](#), [Precursors](#), [Super-Melee](#), [Umgah](#), [VUX](#), [Supox](#), [THE ULTRON!](#), [Druuge](#), [Arlou Lalee'lay](#), [Orz](#), [Androsynth](#), [Rainbow Worlds](#), [Ilwrath](#), [Syreen](#), [Mmmhrrm](#), [Yehat](#), [Shofixti](#), [Spathi](#) (including the ever-terrified [Fwiffo](#)), [Umgah](#), [Melmorme](#), [Chmmr](#), [Earthlings](#), [Mycon](#), [THE MARK III!](#), [Slylandro](#), [Utwig](#), [Thraddash](#), [Zog-Fot-Pik](#), [VUX Beast](#), [Pkunk](#), the [Keel-Verezy](#), and of course all new alien races to discover, befriend ...and/or be annihilate... I mean annihiligate.. Damn! Well, you get the idea.

♥ 415 LIKES < SHARE



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Fred and Paul @Dogar_And_Kazon · Oct 10

Star Control creators working on direct sequel to Star Control 2
polygon.com/2017/10/10/164... via @Polygon



Star Control creators working on direct sequel to Star Control 2

Ghosts of the Precursors is their new "passion project"

polygon.com

1 10 32



Fred and Paul @Dogar_And_Kazon · Oct 10

25 years later, Star Control 2 is getting a direct sequel



25 years later, Star Control 2 is getting a direct sequel

The original creators return for Ghosts of the Precursors.

pcgamer.com

3 31 60



kill daigle 🍁🍌🍴 @daigledopple · Oct 12

@Dogar_And_Kazon whatever happened to the painting that was used for the PC box cover art for Star Control 2?

1 0 0 0



Fred and Paul @Dogar_And_Kazon · Oct 12

I am not sure, but I sure love it. Did you ever see this?...
gameshelf.jmac.org/2008/02/iranian...

3 0 2 0



Fred and Paul

@Dogar_And_Kazon

Following

Replying to @Dogar_And_Kazon @daigledopple

It is possible that Stardock got it in the collection of assets they bought at the Atari bankruptcy auction.

12:57 PM - 12 Oct 2017

1 Like



1 0 1 0



Fred and Paul @Dogar_And_Kazon · Oct 12



After 25 years, Star Control 2's original creators are working on a proper sequel




After 25 years, Star Control 2's original creators are working on a pro...

Classic strategic space shooter Star Control is to return, its original creators have announced, and work is currently underway on a brand-new sequel. A...
eurogamer.net

EXHIBIT B

Private Message : RE: Refund

Reply Move to Trash

 **Maogan** Sent Wednesday at 12:11 AM

Perhaps I chose my word poorly. I knew it was a prequel, time wise. That's not the point. I thought this was going to be the *only* Star Control that would be made. I hope you can understand my confusion that two perfectly legitimate Star Controls are being made by two completely different entities. It's not something I've really run across before. The closest thing I can think of is Julian Gollop making a spiritual successor to X-Com, called Phoenix Point, but even there, he's not touching any of the IP, story, or anything.

 **cathowwalksbyhimself** Oct 19 @ 3:01pm

Originally posted by **Major.Pain**
Wow, really happy to see a new Star Control game in the works, rooting for this to do the old game justice :)


Two, actually. Paul and Fred are working on one as well. #6

 **cathowwalksbyhimself** Oct 19 @ 3:01pm

Originally posted by **Major.Pain**
Wow, really happy to see a new Star Control game in the works, rooting for this to do the old game justice :)

Two, actually. Paul and Fred are working on one as well. #6

Log in or Sign up



>doesn't scale to your level

Home	Forums	Shoutbox	Members
Recent Posts			
Tactical Cancer: We'll have your balls			


Home > Forums > Gaming Discussion > **General Gaming**

Welcome to rpgcodex.net, a site dedicated to discussing computer based role-playing games in a free and open fashion. We're less strict than other forums, but please [refer to the rules](#).


"This message is awaiting moderator approval": All new users must pass through our moderation queue before they will be able to post normally. Until your account has "passed" your posts will only be visible to yourself (and moderators) until they are approved. Give us a week to get around to approving / deleting / ignoring your mundane opinion on crap before hassling us about it. Once you have passed the moderation period (think of it as a test), you will be able to post normally, just like all the other retards.

Star Control: Ghosts of the Precursors - sequel from original creators!

Discussion in 'General Gaming' started by MRY, Oct 10, 2017.



Page 1 of 2 1 2 Next >

<p>MRY gender: ♀ Wormwood Studios DATA</p>  <p>Joined: Aug 15, 2012 Parrots: 3,079 Location: California</p>	<p>Oct 10, 2017 Stats Ignoring #1</p> <p>https://dogarandkazon.squarespace.com/</p> <div style="border: 1px solid black; padding: 5px;"><h3>LAUNCH FIGHTERS!</h3><p>It was almost exactly 25 years ago that we released <i>Star Control II</i>® -- <i>The Ur-Quan Masters</i> for DOS PCs. We poured our hearts into the game, blending our love for classic science fiction, <i>Spacewar!</i>-style action gameplay and our own quirky sense of humor. We had tons of help from many talented friends and collaborators, but even so getting the game across the finish line was a herculean effort -- both the exciting, hydra-fighting</p></div> <div style="border: 1px solid black; padding: 5px; text-align: center;"><h2>9 ADHD QUESTIONS YOU MAY BE OVERLOOKING.</h2><p style="background-color: red; color: white; padding: 5px; display: inline-block;">FIND OUT MORE ></p><p style="font-size: small;">10/12/2017</p><p>Click here and disable ads!</p></div>	
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kind, as well as the exhausting stable-cleaning kind. Pretty much ever since then, fans have been politely asking us to create a sequel, sometimes begging for a sequel, even threatening us if we don't make a sequel. Our answer was always, "We really want to do this, we just need to wait until the time is right" -- kind of like Cthulhu awakening, but less end-of-the-worldy. Well, the stars have finally aligned -- we are now working on a direct sequel to *Star Control II*® -- *The Ur-Quan Masters*, called *Ghosts of the Precursors*™.













This is a passion project for us and we have committed to dedicating some of our own time to creating a true sequel. We are early, early in development, but rest assured, the game will include genuine Ur-Quan, Precursors, Super-Melee, Umgah, VUX, Supox, THE ULTRON!, Druuge, Arilou Lalee'lay, Orz, Androsynth, Rainbow Worlds, Ilwrath, Syreen, Mmmhm, Yehat, Shofixti, Spathi (including the ever-terrified Fwiffo), Umgah, Melmorme, Chmmr, Earthlings, Mycon, THE MARK III!, Slylandro, Utwig, Thraddash, Zoq-Fot-Pik, VUX Beast, Pkunk, the Keel-Verezy, and of course all new alien races to discover, befriend ...and/or be annihilate... I mean annihilate... Damn! Well, you get the idea.

O.O

Like a valiant but bumbling soldier whose corpse becomes the stepladder for a hero, *The Long Journey Home* has done the work the gods set for it.

Last edited by a moderator: Oct 10, 2017

Wormwood Studios

 x 12  x 5  x 2  x 1  x 1  x 1  x 1  x 1  x 1  x 1

^ Top






<p>Poos gender: ♀ Arcane</p>  <p>Joined: Oct 5, 2014 Parrots: 2,269 Location: New Zealand</p>	<p>Oct 10, 2017 Stats Ignoring #3</p> <p>stardock huh</p> <p>probably going to be burned at the stake here but i absolutely love sins of a solar empire so cautiously optimistic</p> <p> Old x 1</p> <p style="text-align: right;">^ Top</p>
<p>MRY gender: ♀ Wormwood Studios</p>  <p>Joined: Aug 15, 2012 Parrots: 3,079 Location: California</p>	<p>Oct 10, 2017 Stats Ignoring #4</p> <p>No, Stardock has their own game (old news) that's nearly done. This is separate.</p> <hr/> <p>Wormwood Studios</p> <p>Agree x 1  Yes x 1  Informative x 1</p> <p style="text-align: right;">^ Top</p>

EXHIBIT C

ASSIGNMENT

THIS ASSIGNMENT (“Assignment”) is by and between Paul Reiche III, an individual residing at 2533 Laguna Vista Drive, Novato, California 94945-1562 (“**Reiche**”), and Robert Frederick Ford (“**Ford**”), an individual residing at 730 Eucalyptus Avenue, Novato, California 94947-2835 and their affiliates, successors, and assigns (collectively, “**Assignors**”) and Stardock Systems, Inc., a California corporation with its principal place of business at 5300 Stevens Creek Blvd., San Jose, California 95129, and its affiliates, successors, and assigns (“**Assignee**”) and is to become effective upon the execution of this Assignment (the “**Effective Date**”).

WHEREAS, Assignors, either together or individually, allege to own certain intellectual property rights, including but not limited to copyrights and trademarks relating to and to the Star Control I and Star Control II videogames as set forth in **Schedule A** hereto (collectively, the “**Works**”), and

WHEREAS, Assignee wishes to acquire all ownership in said Works.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignors hereby irrevocably and forever assign and transfer to Assignee, its successors, and assigns, the entire right, title and interest to any and all intellectual property associated with the Works including but not limited to any copyrights, trademarks, domain name and all other intellectual property rights, whether known or unknown of by Assignors, pertaining in any way to the Works, including but not limited to associated goodwill, and any and all copyrights, trademarks, domain name or other intellectual property registrations and applications relating thereto, and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Works, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on such rights, and any damage awards stemming therefrom, and in and to all rights corresponding to the Works, throughout the United States and the world.

2. Assignors hereby represent and warrant that: (i) the list of intellectual property rights identified in Schedule A is a complete and accurate list of Assignor’s rights, titles and interests in and to the Star Control I and Star Control II videogames; (ii) the copyrights identified in Schedule A are original works of creative expression authored and created exclusively by Assignors; (iii) the Works do not infringe any intellectual property, proprietary, personal, or other rights of any third party; (iii) Assignors are under no obligation or restriction by any party that would prohibit them from entering into this Assignment; and (iv) Assignors have not transferred, or attempted to transfer, the rights or ownership interests (in whole or in part or on a temporary or permanent basis) in or to the Works to any third party, and have not granted any license to any third party to reproduce, prepare derivative works based on the Works, distribute, publicly perform, publicly display, and/or make any other use of the Works in any form for any purpose; and that they have the rights and author

3. Assignors agree to assist, execute, and/or perform any acts, as Assignee may deem necessary, for Assignee or its designees to apply for and obtain copyrights, trademark rights, domain name rights or any other intellectual property rights in the Works, including without limitation, providing to Assignee and/or its designees any and all information necessary to register the Works with the United States Copyright Office, the United States Patent and Trademark Office and/or in any foreign country, such as the disclosure to Assignee of all pertinent dates of creation, first publication and/or first use of the Works.

4. If any legal action or other proceeding is brought for breach of this Assignment and/or any of the representations and warranties herein, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred, including but not limited to costs incurred in connection with investigating the violation or breach, communications with the other party relative to the violation or breach, and/or bringing such action or proceeding or otherwise incurred in connection with any action taken with respect to any third party as a result of any violation or breach of the representations and warranties contained in this Assignment, in addition to any other relief to which such party may be entitled.

5. This Assignment shall be binding on the parties, their successors and/or assigns and all others acting by, through, with, or under their direction, and all those in privity therewith.

IN WITNESS WHEREOF, the parties have executed this Assignment on the dates set out below.

STARDOCK SYSTEMS, INC.

By: _____

Name: _____

Title: _____

Date: _____

PAUL REICHE III

By: _____

Name: _____

Date: _____

ROBERT FREDERICK FORD

By: _____

Name: _____

Date: _____

ASSIGNMENT SCHEDULE A

COPYRIGHTS

Title	Claimant	Registration Number	Registration Date
Star Control I	Paul Reiche and Fred Ford	N/A	N/A
Star Control II	Paul Reiche and Fred Ford	PA 2-071-496	December 12, 2017

TRADEMARKS

Mark	Registrant	Application Serial Number	Filing Date	Registration Number	Registration Date
N/A	N/A	N/A	N/A	N/A	N/A

DOMAIN NAMES

Domain Name	Registrant	Date of Registration
N/A	N/A	N/A

EXHIBIT D

----- BEGIN STARDOCK'S PROPOSED SCHEDULE D -----

Then what happened?

We and the Stardock folks have been talking about the future of Star Control and what is best for our fans. Years ago, when we released the source code for the 3DO version of the game, something amazing happened. That game, in the hands of fans, took on a life of its own.

Now, we've seen what Stardock is creating and we see that they have something special. We also see that what is best for both old and new fans is for the new Star Control to go forward with a united fan base. That means that the classic characters, ships and stories will make their way into the new Star Control. And yes, that includes Ghosts of the Precursors.

Years ago we came up with the idea for Star Control to tell our stories. That is the essence of Star Control. It is what makes it different from other games. You are the Captain, you have a ship and a galaxy filled with adventure. Soon, a new Star Control will be released and it will have new stories as well as continue the stories we began.

We are glad we were able to come to a mutually beneficial understanding. As the ones who conceived of the initial idea for Star Control, we are happy to pass the torch to a new generation of storytellers. We are genuinely excited to play the new Star Control.

----- END STARDOCK'S PROPOSED SCHEDULE D -----