

04-17-2003

APR

2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

4-7-03 RECOF TR.



102421957

DEPARTMENT OF COMMERCE
J.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Infogrames Europe S.A.S.U.

- Individual(s)
- General Partnership
- Corporation-State
- Other French S.A.S.U.
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 12/12/02

2. Name and address of receiving party(ies)

Name: THQ Inc.

Internal

Address:

Street Address: 27001 Agoura Road, Suite 325

City: Calabasas Hills State: CA Zip: 91301

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,645,389

Additional number(s) attached Yes No

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

Name: Offner & Anderson, P.C.

Internal Address: Attn: Daniel Offner &

David Anderson

Street Address: 2049 Century Park East

Suite 2450

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved:

1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500775

DO NOT USE THIS SPACE

9. Signature.

Daniel Offner
Name of Person Signing

Daniel Offner
Signature

4/7/03
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

04/ 6/2003 GTON11 00000034 500775 2645389

01 : C:85: 40.00 CH

TRADEMARK
REEL: 002713 FRAME: 0385

TRADEMARK ASSIGNMENT

Whereas, Infogrames Europe S.A.S.U ("Assignor"), a French Societe par Actions Simplifiee Unipersonnelle, with an address of 69252 Lyon Cedex 09, FRANCE, is the owner of the trademark registration for the mark SPLASHDOWN, assigned Registration Number 2,645,389 (the "Mark"); and

Whereas, Assignor is assigning the Mark as part of the entire business or portion thereof to which the Mark pertains as required by 15 U.S.C. Section 1060; and

Whereas, THQ Inc. ("Assignee"), a Delaware corporation, with an address of 27001 Agoura Road, Suite 325, Calabasas Hills, CA 91301 is desirous of acquiring said Mark and the ongoing and existing portion of the business of Assignor to which the Mark pertains.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Assignor does hereby assign to Assignee all of Assignor's rights, title and interest in and to the Mark, the goodwill of the business symbolized by the Mark, that portion of the business of Assignor to which the Mark pertains, and the related applications and registrations therefore. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Marks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceedings in connection with the Mark, the costs for which will be borne solely by Assignee. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Marks in Assignee, or Assignee's successors and assigns, the costs for which will be borne solely by Assignee.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment effective as of December 12, 2002.

AGREED TO & ACCEPTED BY ASSIGNORBy: 

Duly authorized by Infogrames Europe S.A.S.U.

Print Name: *Frederic ARMITANO-GRIVEL*Print Title: *European Legal Director***AGREED TO & ACCEPTED BY ASSIGNEE**By: 

Duly authorized by THQ Inc.

Print Name: *James M. Kennedy*Print Title: *Senior Vice President, Legal & Business Affairs*