

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3D Gamers, LLC		02/04/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	IGN Entertainment, Inc.		
Street Address:	8000 Marina Boulevard		
Internal Address:	4th Floor		
City:	Brisbane		
State/Country:	CALIFORNIA		
Postal Code:	94005		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2855415	3DGAMERS	
Serial Number:	76597545	3D GAMERS	
CORRESPONDENCE DATA			
Fax Number:	(650)938-5200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-988-8500		
Email:	trademark@fenwick.com		
Correspondent Name:	Tanda L. Neundorf, Fenwick & West LLP		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041		
NAME OF SUBMITTER:	Tanda L. Neundorf		
Signature:	/tneundorf/		

CH \$65.00 2855415

Date:

05/03/2005

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the "Agreement"), dated February 4, 2005, is entered into by 3D GAMERS, LLC, a California limited liability company, ("Assignor"), for the benefit of IGN ENTERTAINMENT, INC., a Delaware corporation ("Assignee").

WHEREAS, as of the date hereof (and effective concurrently with the effectiveness of this Agreement), Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee all of the Purchased Assets, as defined in the Purchase Agreement; and

WHEREAS, pursuant to Section 2.01 of the Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to those trademarks, trademark registrations and applications therefor, trade dress rights, trade names, service marks, service mark registrations and applications therefore which are a part of the Purchased Assets, including but not limited to those set forth on Exhibit A attached hereto (collectively the "Marks").

NOW, THEREFORE, in consideration of entering into the Purchase Agreement and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns and other legal representatives, all right, title and interest worldwide, including common law rights, in and to the Marks, including, without limitation, the U.S. Registrations, together with the goodwill symbolized by the Marks, and, with respect to those Marks that are the subject of intent-to-use applications filed with the United States Patent and Trademark Office ("USPTO") pursuant to Section 1(b) of the Trademarks Act, that portion of Assignor's business which is ongoing and existing to which the Marks pertain, as well as all pending applications for state registration of the Marks, all foreign applications and registrations for the Marks, all rights appurtenant to the Marks under the International Convention for the Protection of Industrial Property and all other international treaties to which the United States is a member, and all claims for damages by reason of past infringement of the Marks, with the right to sue for and collect the same for Assignee's own use and benefit.

FURTHER ASSURANCES. Assignor hereby further agrees to cooperate reasonably with Assignee to do all affirmative acts, and to execute all papers that counsel for Assignee shall advise are necessary and/or desirable without charge to Assignee in connection with the perfection in Assignee of the rights hereby assigned including, without limitation, the execution of separate assignments in connection with such property and the provisions of any international treaty to which the United States is a member. Assignor hereby appoints the Chief Financial Officer and General Counsel of Assignee as its attorneys-in-fact with respect to the Marks that are the subject of this Agreement to act in Assignor's name, place and stead to execute, deliver and record any document or instrument of assignment required in any country in which such documents may be required to transfer, grant or confirm the rights transferred, granted and confirmed herein.

DEFINITIONS. Capitalized terms used without definitions in this Agreement shall have the same meanings ascribed to such capitalized terms in the Purchase Agreement. This Agreement shall be construed and interpreted in accordance with the Purchase Agreement.

EFFECT OF ASSIGNMENT. Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

GOVERNING LAW. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of California applicable to contracts executed and performed entirely therein, without regard to the principles of choice of law or conflicts or law of any jurisdiction.

ASSIGNMENT. This Agreement will not be assigned by Assignee or Assignor without the prior written consent of the non-assigning party; *provided, however,* that Assignee may assign all or a portion of its rights and obligations hereunder to one or more wholly-owned subsidiaries of Assignee.

SEVERABILITY. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

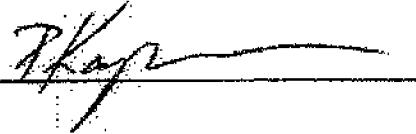
COUNTERPARTS. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

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IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed, by its duly authorized corporate officer effective this 4th day of February 2005.

3D GAMERS, LLC, Assignor

By: _____

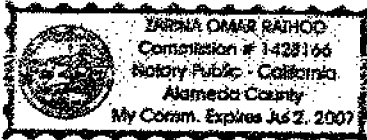


STATE OF California
COUNTY OF Alameda

On this 4 day of Feb 2005, before me, a Notary Public in and for said State, personally appeared PIKE KARISZESEI personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS, my hand and official seal.

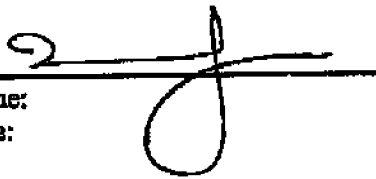
Rathod
Notary Public



[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

This Assignment of Trademarks acknowledged and agreed to by:

IGN ENTERTAINMENT, INC., Assignee

By: 
Name:
Title:

Date: FEB 4, 2005

EXHIBIT A

Marks

I. Trademark Registrations

Mark	Country	Application Number	Date Filed	Registration Number (if applicable)	Effective Date of Registration (if applicable)
3DGAMERS mark	USA			2855415	
3DGAMERS stylized (logo) mark	USA	<i>Serial No. 76597545</i>			

II. Common Law Marks

III. Trade Names