

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
Interplay Entertainment Corp.		04/09/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bethesda Softworks LLC		
Street Address:	1370 Piccard Drive		
Internal Address:	Suite 120		
City:	Rockville		
State/Country:	MARYLAND		
Postal Code:	20850		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2181084	FALLOUT	
Serial Number:	77051782	FALLOUT	
Serial Number:	76629763	FALLOUT	
Serial Number:	76629765	FALLOUT	
Serial Number:	76629764	FALLOUT	
CORRESPONDENCE DATA			
Fax Number:	(202)223-2085		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202 861 3900		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Thomas E. Zutic		
Address Line 1:	1200 Nineteenth Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	29454-4		

OP \$140.00 2181084

NAME OF SUBMITTER:	Thomas E. Zutic
Signature:	/Thomas E. Zutic/
Date:	04/10/2007
Total Attachments: 4 source=FALLOUT#page1.tif source=FALLOUT#page2.tif source=FALLOUT#page3.tif source=Document#page1.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment is made on April 9, 2007 by and between **Interplay Entertainment Corp.**, a Delaware corporation, with a principal place of business at 100 North Crescent Drive, Suite 324, Beverly Hills, California 90210 (hereinafter "Assignor"), and **Bethesda Softworks LLC**, a Delaware limited liability company, with a principal place of business at 1370 Piccard Drive, Suite 120, Rockville, Maryland 20850 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and all associated applications and registrations listed on the attached schedule (hereinafter the "Marks"); and

WHEREAS, Assignor is desirous of assigning, and Assignee is desirous of obtaining, all right, title and interest in and to the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys unto Assignee all right, title, and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by Assignee for its own, and for the use and enjoyment of its successors, assigns and/or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringement of the Marks, with the right to sue for, and collect the same for its own use and behalf, and for the use on behalf of its successors, assigns, or other legal representatives.



SCHEDULE OF TRADEMARKS

**FALLOUT
FALLOUT2
FALLOUT TACTICS
BROTHERHOOD OF STEEL**

SCHEDULE OF TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Class(es)	App. No./ Reg. No.
FALLOUT	U.S. Federal	28	2,181,084
FALLOUT	U.S. Federal	16 and 25	77051782
FALLOUT	U.S. Federal	9	76629763
FALLOUT	U.S. Federal	38	76629765
FALLOUT	U.S. Federal	41	76629764