

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
WildTangent, Inc.		11/11/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bigpoint GmbH		
Street Address:	Christoph-Probst-Weg 3		
City:	Hamburg		
State/Country:	GERMANY		
Postal Code:	D-20251		
Entity Type:	CORPORATION: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2626260	DARK ORBIT	
CORRESPONDENCE DATA			
Fax Number:	(206)340-9599		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	206-340-9619		
Email:	rcumbow@grahamdunn.com, shoshikawa@grahamdunn.com		
Correspondent Name:	Robert C. Cumbow - Graham & Dunn PC		
Address Line 1:	2801 Alaskan Way, Suite 300 - Pier 70		
Address Line 4:	Seattle, WASHINGTON 98121-1128		
ATTORNEY DOCKET NUMBER:	33831BIGPOINTDARK ORBIT		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

OP \$40.00 2626260

Address Line 4:

NAME OF SUBMITTER:

Robert C. Cumbow

Signature:

/rcc/

Date:

12/11/2008

Total Attachments: 5

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ASSIGNMENT OF U.S. TRADEMARK RIGHTS

WHEREAS WildTangent, Inc. ("Assignor"), a Delaware corporation with its address at 18578 NE 67th Ct, Bldg 5, Redmond, Washington, 98052, has adopted, used, is using, and has common law rights in, the mark that is the subject of this assignment, and is the owner of U.S. Registration No. 2626260 set forth in Exhibit 1 and incorporated herein by reference; and

WHEREAS Bigpoint GmbH ("Assignee"), a German corporation with its address at Christoph-Probst-Weg 3, Hamburg, Germany, D-20251, is desirous of acquiring said mark and registration, together with its common law rights and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all rights, title and interest in and to the mark and the registration, together with the goodwill appurtenant thereto.

WildTangent, Inc.

By: 

Alan Dishlip
Chief Financial Officer

Dated: November 11, 2008

EXHIBIT 1
U.S. TRADEMARK REGISTRATION

Mark	Registration No.	Registration Date
DARK ORBIT	2,626,260	September 24, 2002

TRADEMARK ASSIGNMENT AGREEMENT

This Agreement is made by and between WildTangent, Inc., a Delaware corporation ("WildTangent"), with its principal place of business at Redmond East Building Campus, 18578 NE 67th Ct Bldg 5, Redmond, WA 98052; and Bigpoint GmbH ("BigPoint"), a corporation registered in accordance with the laws of Germany with its principal place of business at Christoph-Probst-Weg 3, Hamburg, Germany, D-20251. This Agreement is made effective as of November 11, 2008 (the "Effective Date").

RECITALS

A. WildTangent owns the trademark DARK ORBIT (the "Mark") for use in connection with computer and video games; and U.S. Trademark Registration No. 2626260, issued September 24, 2002, for the mark DARK ORBIT for "Entertainment services, namely, providing an on-line computer game."

B. BigPoint produces and markets computer games and is the exclusive licensee of the Mark pursuant to an agreement between the parties dated October 15, 2008, a copy of which is attached hereto as Exhibit B (the "License Agreement").

C. In accordance with the License Agreement, WildTangent desires to transfer and assigns all of its right, title and interest in and to the Mark, its registration, and all goodwill appurtenant thereto to BigPoint pursuant to this Agreement.

AGREEMENT

The parties agree as follows:

1. **Assignment.** Subject to this Agreement, and upon receipt from BigPoint of the payment in Section 1.2, WildTangent shall assign to BigPoint, effective as of the Effective Date, all of WildTangent's right, title and interest in and to the Mark and its registration, and all goodwill appurtenant thereto. Promptly following the Effective Date and upon payment of the purchase price in Section 1.2, WildTangent will file and record the Mark assignment, attached as Exhibit A, with the U.S. Patent and Trademark Office.

2. **Purchase Price.** The purchase price shall be US\$5,000; provided, that any payments already made under the License Agreement shall be applied, in full, to the purchase price.

3. **Limited Warranty; Limitations of Liability.** WildTangent represents to BigPoint that, immediately prior to the Effective Date, WildTangent is the sole owner of the registration for the Mark. EXCEPT FOR THIS LIMITED WARRANTY IN SECTION 3, WILD TANGENT ASSIGNS THE MARK ON AN "AS-IS" BASIS AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING, USAGE OR TRADE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, EXEMPLARY,

PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR OTHER CONSEQUENTIAL DAMAGES OF ANY PARTY, OR A THIRD PARTY, REGARDLESS OF WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WILDTANGENT HAVE ANY LIABILITY TO BIGPOINT ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE PURCHASE PRICE PAID TO WILDTANGENT HEREUNDER.

4. **Entire Agreement.** This Agreement constitutes the entire Agreement, and supersedes all prior agreements, between WildTangent and BigPoint with regard to the Mark. No amendment, modification or waiver of any of the provisions of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby.

5. **Governing Law.** This Agreement shall be governed by the laws of the State of Washington, without regard to its conflict of laws rules.

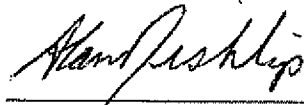
6. **Dispute Forum.** Should it be necessary for either party to enforce or defend its rights under this Agreement in any legal proceeding, such proceeding shall be brought only in the courts of Washington State in King County, Washington or in U.S. District Court for the Western District of Washington, in Seattle, Washington, and the parties irrevocably consent to the personal and subject matter jurisdiction of those courts and to their venue. The prevailing party in any such action or proceeding shall be entitled to an award of its reasonable attorneys' fees and costs.

7. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each party's successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the day and year first above written.

WildTangent, Inc.

Bigpoint GmbH



By: Alan Dishlip
Title: Chief Financial Officer

Print Name: _____
Title: _____

Exhibit A - Assignment
Exhibit B - License Agreement

PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR OTHER CONSEQUENTIAL DAMAGES OF ANY PARTY, OR A THIRD PARTY, REGARDLESS OF WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WILDTANGENT HAVE ANY LIABILITY TO BIGPOINT ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE PURCHASE PRICE PAID TO WILDTANGENT HEREUNDER.

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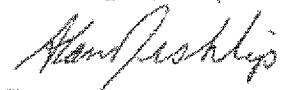
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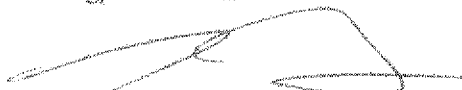
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WildTangent, Inc.



By: Alan Dishlip
Title: Chief Financial Officer

Bigpoint GmbH



Print Name: HUBERT
Title: CEO

Exhibit A - Assignment

Exhibit B - License Agreement