

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
Massive Entertainment AB		11/07/2008	CORPORATION: SWEDEN
RECEIVING PARTY DATA			
Name:	Ubisoft Limited		
Street Address:	Universal House		
City:	Shannon		
State/Country:	IRELAND		
Postal Code:	Co Clare		
Entity Type:	COMPANY: IRELAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3400011	WORLD IN CONFLICT	
Registration Number:	3500247	MASS GATE	
Registration Number:	2549080	MASSIVE ENTERTAINMENT	
Registration Number:	2569151	MASSIVE ENTERTAINMENT	
Registration Number:	2663932	MASSIVE ENTERTAINMENT	
Registration Number:	2602222		
Registration Number:	2575370		
CORRESPONDENCE DATA			
Fax Number:	(014)818-5973		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	+33.1.48.18.56.37		
Email:	trademark.domainname@ubisoft.com		
Correspondent Name:	UBISOFT ENTERTAINMENT		
Address Line 1:	28 Rue Armand Carrel		
Address Line 4:	Montreuil Sous Bois, UNKNOWN 93108		

OP \$190.00 3400011

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Yves Guillemot
Signature:	/yg/
Date:	12/31/2008

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

This Assignment of Trademarks (the "Assignment") is executed, acknowledged and delivered by Massive Entertainment AB., a Swedish corporation, (hereinafter referred to as "Assignor") to Ubisoft Limited, a republic of Ireland limited liability company ("Assignee"), in accordance with, and pursuant to the terms and conditions of, the Asset Purchase Agreement dated as of [] __ 2008, between Assignor on the one hand, and Activision Publishing, Inc., a Delaware corporation ("VP") and Vivendi Games, Inc. (or its successor by merger) ("VA") (collectively referred to as "Seller(s)") and Lagrummet December nr 1490 Aktiebolag (under change of name to Ubisoft Entertainment Sweden AB), Reg. No. 556758-3611, and Ubisoft Limited, a republic of Ireland limited liability company ("Ubisoft Ireland") and Ubisoft Entertainment SA, (collectively referred to as "Buyers"), on the other hand (the "Agreement"). Unless otherwise defined herein, capitalized terms used herein shall have the meaning given to such terms in the Agreement.

WHEREAS, Assignor has adopted, used, is using, or intends or intended to use, in connection with the Seller Intellectual Property Rights (for the sake of clarification, including but not limited to the WIC Franchise), certain Trademarks and service marks registered in the United States Patent and Trademark Office or trademark registries in other jurisdictions, and other Trademarks and service marks not so registered (collectively, as set forth in Schedule 1 hereto and incorporated herein by reference, the "Marks"); and

WHEREAS, Assignee desires to acquire all right, title and interest of Assignor in, to and under the Marks and the goodwill with which they are associated and which is symbolized by the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in, to and under the Marks throughout the world, any registrations and applications for registration thereof, and the goodwill of the Assignor as related to with the Seller Intellectual Property Rights connected with the use thereof and symbolized thereby, free and clear of all Encumbrance; all rights to apply for registrations for any thereof and any other rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns (actual or deemed) or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Seller(s) hereby agree that upon execution of this Assignment it shall not use any sign or signs identical or similar to or any colourable imitation of the Marks in connection with any activity.

Assignor hereby agrees that it shall itself and shall cause each of its parents companies and/or affiliates to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to render effective this assignment

and vest in Assignee beneficial and record title to the Marks, and to put Assignee in actual possession and operating control of such Marks.

All representations and warranties from Assignor to the Buyers (including Assignee) in the Agreement with respect to the Marks and the other rights assigned above are incorporated herein by reference. Nothing contained herein shall be deemed to modify, direct, expand or amend any of such representations and warranties or rights and remedies of Assignor or any of the Buyers (including Assignee) under the Agreement. To the extent that any term or provision herein is inconsistent with the Agreement, the terms and provisions of the Agreement shall control.

This Assignment shall be binding upon Assignor and its successors and assigns (actual or deemed) and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns (actual or deemed). Assignee shall have the right to assign this Assignment at its sole discretion.

This Assignment shall be governed by, and construed in accordance with, with respect to each assigned Marks, the laws of the jurisdiction under which that Marks exists, and in all other respects by the laws of the State of California, County of Los Angeles, without giving effect to the conflict of laws rules thereof. Each party hereto irrevocably submits to the jurisdiction of any state or federal court located in the United State District Court for the Central District of California in any action arising out of or relating to this Assignment, and hereby irrevocably agrees that all claims in respect of such action shall be heard and determined in a state or federal court of competent jurisdiction located in the State of California, County of Los Angeles.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as at this 7 day NOVEMBER, 2008.

ASSIGNOR:

Massive Entertainment AB
a Swedish corporation

By: 

SELLER(S):

Activision Publishing, Inc.
a Delaware corporation

By: 

Vivendi Games, Inc.
a Delaware corporation

By: 















SCHEDULE 1

MARKS

ademarks

Trademark	Country	Status	Serial Number	Registration Number	Filing Date	Int. Classes	Owner
WORLD IN CONFLICT	AUSTRALIA	REGISTERED	1118800	1118800	JUN 13, 2006	9, 41	Massive Entertainment AB
WORLD IN CONFLICT	CANADA	REGISTERED	1307082	TMA714088	JUN 27, 2006	9, 41	Massive Entertainment AB
WORLD IN CONFLICT	CHINA	PENDING	5443078		JUN 26, 2006	9	Massive Entertainment AB
WORLD IN CONFLICT	CHINA	PENDING	5418206		JUN 14, 2006	41	Massive Entertainment AB
WORLD IN CONFLICT	COMMUNITY TRADEMARKS	REGISTERED	5129821	5129821	JUN 12, 2006	9, 41	Massive Entertainment AB
WORLD IN CONFLICT	JAPAN	REGISTERED	2006-061347	5086739	JUN 30, 2006	9, 41	Massive Entertainment AB
WORLD IN CONFLICT	KOREA (REP)	REGISTERED	45-2006-0002145	4500192040000	JUN 14, 2006	9, 41	Massive Entertainment AB
WORLD IN CONFLICT	NEW ZEALAND	REGISTERED	749405	749405	JUN12, 2006	9, 41	Massive Entertainment AB
WORLD IN CONFLICT	TAIWAN	REGISTERED	95030632	1267820	JUN 14, 2006	9, 41	Massive Entertainment AB
WORLD IN CONFLICT	USA	REGISTERED	78907411	3400011	JUN 13, 2006	9, 41	Massive Entertainment AB
MASS GATE	CANADA	PENDING	1307081		JUN 27, 2006	9, 41	Massive Entertainment AB
MASS GATE	CHINA	PENDING	5418209		JUN 14, 2006	41	Massive Entertainment AB
MASS GATE	CHINA	PENDING	5418210		JUN 14, 2006	9	Massive Entertainment AB
MASS GATE	COMMUNITY TRADEMARKS	REGISTERED	5131321	5131321	JUN 12, 2006	9, 41	Massive Entertainment AB
MASS GATE	JAPAN	REGISTERED	2006-061348	5086740	JUN 30, 2006	9, 41	Massive Entertainment AB
MASS GATE	KOREA (REP)	REGISTERED	45-2006-2144	19205	JUN 14, 2006	9, 41	Massive Entertainment AB
MASS GATE	NEW ZEALAND	REGISTERED	749403	749403	JUN12, 2006	9, 41	Massive Entertainment

MASS GATE	TAIWAN	REGISTERED	95030633	1267821	JUN 14, 2006	9, 41	AB Massive Entertainment AB
MASS GATE	USA	REGISTERED	78907427	3500247	JUN 13, 2006	9, 41	Massive Entertainment AB
MASSGATE	AUSTRALIA	REGISTERED	1118799	1118799	JUN 13, 2006	9, 41	Massive Entertainment AB
MASSGATE	CANADA	REGISTERED	1357841	TMA721641	JUL 30, 2007	9, 41	Massive Entertainment AB
MASSGATE	CHINA	PENDING	6186401		JUL 26, 2007	9	Massive Entertainment AB
MASSGATE	CHINA	PENDING	6186400		JUL 26, 2007	41	Massive Entertainment AB
MASSGATE	COMMUNITY TRADEMARKS	REGISTERED	6141675	6141675	JUL 26, 2007	9, 28, 41	Massive Entertainment AB
MASSGATE	JAPAN	REGISTERED	2007-82706	5117029	JUL 25, 2007	9, 41	Massive Entertainment AB
MASSGATE	KOREA (REP)	REGISTERED	45-2007- 3069	23318	JUL 24, 2007	9, 41	Massive Entertainment AB
MASSGATE	KOREA (REP)	REGISTERED	45-2007- 3069	23318	JUL 24, 2007	9, 41	Massive Entertainment AB
MASSGATE	KOREA (REP)	REGISTERED	45-2007- 3069	23318	JUL 24, 2007	9, 41	Massive Entertainment AB
MASSGATE	NEW ZEALAND	REGISTERED	772701	772701	JUL 24, 2007	9, 41	Massive Entertainment AB
MASSGATE	TAIWAN	REGISTERED	96035533	1307043	JUL 26, 2007	9, 41	Massive Entertainment AB
MASSIVE ENTERTAINMENT	AUSTRALIA	REGISTERED	1118801	1118801	JUN 13, 2006	9, 41	Massive Entertainment AB
MASSIVE ENTERTAINMENT	CANADA	PENDING	1309106		JUL 13, 2006	9, 41	Massive Entertainment AB
MASSIVE ENTERTAINMENT	CHINA	PENDING	5443079		JUN 26, 2006	9	Massive Entertainment AB
MASSIVE ENTERTAINMENT	CHINA	PENDING	5418208		JUN 14, 2006	41	Massive Entertainment AB
MASSIVE ENTERTAINMENT	COMMUNITY TRADEMARKS	PENDING	5131552		JUN 12, 2006	9, 41	Massive Entertainment AB
MASSIVE ENTERTAINMENT	JAPAN	REGISTERED	2006- 061349	5086741	JUN 30, 2006	9, 41	Massive Entertainment AB
MASSIVE ENTERTAINMENT	KOREA (REP)	PENDING	45-2006- 0002146	45-0023415- 0000	JUN 14, 2006	9, 41	Massive Entertainment AB
MASSIVE ENTERTAINMENT	NEW ZEALAND	PENDING	749408		JUN 12, 2006	9, 41	Massive Entertainment AB
MASSIVE	SOUTH AFRICA	PENDING	2007/004426		MAR 05, 2007	41	Massive

ENTERTAINMENT							Entertainment AB
MASSIVE ENTERTAINMENT	SOUTH AFRICA	PENDING	2007/004425		MAR 05, 2007	9	Massive Entertainment AB
MASSIVE ENTERTAINMENT	TAIWAN	REGISTERED	95030631	1273663	JUN 14, 2006	9, 41	Massive Entertainment AB
MASSIVE ENTERTAINMENT	USA	REGISTERED	76026062	2549080	APR 13, 2000	42	Massive Entertainment AB
MASSIVE ENTERTAINMENT	USA	REGISTERED	76026065	2569151	APR 13, 2000	9	Massive Entertainment AB
	USA	REGISTERED	76031618	2663932	APR 21, 2000	9	Massive Entertainment AB
	COMMUNITY TRADEMARKS	REGISTERED	5998571	5998571	JUN 13, 2007	9, 41	Massive Entertainment AB
	KOREA (REP)	REGISTERED	45-2007-0002302	45-0023714-0000	JUN 11, 2007	9, 41	Massive Entertainment AB
	AUSTRALIA	REGISTERED	1118802	1118802	JUN 13, 2006	9, 41	Massive Entertainment AB
	CANADA	REGISTERED	1309107	TMA699063	JULY 13, 2006	9, 41	Massive Entertainment AB
	CHINA	PENDING	5418207		JUN 14, 2006	41	Massive Entertainment AB
	CHINA	PENDING	5443080		JUN 26, 2006	9	Massive Entertainment AB
	COMMUNITY TRADEMARKS	REGISTERED	5132105	5132105	JUN 13, 2006	9, 41	Massive Entertainment AB
	JAPAN	REGISTERED	2006-061345	5086738	JUN 30, 2006	9, 41	Massive Entertainment AB
	KOREA (REP)	REGISTERED	45-2006-0002147	45-0019203-0000	JUN 14, 2006	9, 41	Massive Entertainment AB
	NEW ZEALAND	REGISTERED	749411	749411	JUN 12, 2006	9, 41	Massive Entertainment AB
	TAIWAN	REGISTERED	95030630	1267819	JUN 14, 2006	9, 41	Massive Entertainment AB
	USA	REGISTERED	76087810	2602222	JUL 11, 2000	9	Massive Entertainment AB
	USA	REGISTERED	76087758	2575370	JUL 11, 2000	42	Massive Entertainment AB