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
Radar Group, LLC		07/15/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	ZeniMax Media Inc.
Street Address:	1370 Piccard Drive
City:	Rockville
State/Country:	MARYLAND
Postal Code:	20850
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3204275	PREY

CORRESPONDENCE DATA

Fax Number: (202)799-5144
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027994000
Email: dctrademarks@dlapiper.com
Correspondent Name: Ryan C. Compton
Address Line 1: 500 Eighth Street, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	29454-4 PREY
NAME OF SUBMITTER:	Ryan C. Compton
Signature:	/Ryan C. Compton/
Date:	07/21/2009

OP $40.00 3204275

Total Attachments: 4
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EXHIBIT D

TRADEMARK ASSIGNMENT

This Trademark Assignment is made on July 15, 2009 by and among **Apogee Software, Ltd. (d/b/a 3D Realms)**, a Texas limited partnership, with offices at 1661 Northwest Hwy., Garland, Texas 75041 ("***Apogee***"), **Radar Group, LLC**, a Delaware limited liability company, with a principal place of business at 1047444 East Desert Cove, Scottsdale, Arizona 85620 ("***Radar***", and together with Apogee, the "***Assignors***"), and **ZeniMax Media Inc.**, a Delaware corporation, with a principal place of business at 1370 Piccard Drive, Suite 120, Rockville, Maryland 20850 (hereinafter "***Assignee***").

WHEREAS, Assignors are the owners of all right, title and interest in and to the trademarks and all associated applications and registrations (hereinafter the "***Marks***") and the domain names (hereinafter the "***Domain Names***"), in each case listed on the attached Exhibit A hereto; and

WHEREAS, Assignors are 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, Assignors hereby assign, transfer and convey unto Assignee all right, title, and interest of Assignors in and to the Marks and Domain Names, together with the goodwill of the business symbolized by the Marks and Domain Names, 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 Assignors if this Assignment and sale had not been made; together with all Claims for Damages by reason of past infringement of the Marks and Domain Names, 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.

After the execution of this Assignment, at the request of the Assignee, its successors or assigns, and at the Assignee's expense, but without additional consideration to the Assignors, the Assignors will execute and deliver to the Assignee, from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee, its successors or assigns may reasonably require to convey and deliver more effectively to the Assignee the Marks and Domain Names, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Marks and to give full effect to this Assignment.

TRADEMARK
REEL: 004028 FRAME: 0336

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date(s) set forth below, with effect as of the Effective Date, which Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ASSIGNORS:

RADAR GROUP, LLC

By: _____
Name: Jim Perkins
Title: Manager

APOGEE SOFTWARE, LTD.

By: _____
Name: Scott Miller
Title: CEO of Action Entertainment, Inc., the general partner of Apogee Software, Ltd.

ASSIGNEE:

ZENIMAX MEDIA INC.

By: _____
Name: James L. Leder
Title: Exp & C.O.O

STATE OF Arizona)
) ss:
COUNTY OF Maricopa)

On this 16 day of July, 2009, before me appeared James H Perkins the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of Radar Group LLC.

_____
Notary Public

OFFICIAL SEAL
BERNADETTE ROCHIN
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires Mar. 2, 2013

My commission expires:
March 2 2013

TRADEMARK
REEL: 004028 FRAME: 0337

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date(s) set forth below, with effect as of the Effective Date, which Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ASSIGNORS:

RADAR GROUP, LLC

By: _____
Name: Jim Perkins
Title: Manager

APOGEE SOFTWARE, LTD.

By: _____
Name: Scott Miller
Title: CEO of Action Entertainment, Inc., the general partner of Apogee Software, Ltd.

ASSIGNEE:

ZENIMAX MEDIA INC.

By: _____
Name: JAMES C. LEDER
Title: EXP. V.P.

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

On this 16 day of July, 2009, before me appeared SCOTT MILLER, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of APOGEE SOFTWARE, LTD.

_____
Notary Public

My commission expires: March 11, 2012

KIMBERLY L. BELISLE
Notary Public, State of Texas
My Commission Expires
March 11, 2012

EXHIBIT A

SCHEDULE OF TRADEMARKS

Prey
Prey 2

SCHEDULE OF TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Class(es)	App. No./ Reg. No.
Prey	Australia	9 28	Reg. 1047941
Prey	United States	9	Reg. 3,204,275
Prey	India	9 28	Reg. 624,196
Prey	European Community	9 28 41	Reg. 000538975
Prey	China	9	Reg. 4572656
Prey	Canada	9	Reg. TMA 708,924
Prey	South Africa	9	Reg. No. 2005/05823