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TO: MARK G. MCCREARY COMPANY: 2000 MARKET STREET, TENTH FLOOR

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

09/11/2009
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIG HUGE GAMES, INC.		05/22/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	38 STUDIOS BALTIMORE, LLC		
Street Address:	5 CLOCK TOWER PLACE, SUITE 140		
City:	MAYNARD		
State/Country:	MASSACHUSETTS		
Postal Code:	01754		
Entity Type:	LIMITED LIABILITY COMPANY: <u>DELAWARE</u>		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78172461	BIG HUGE GAMES	
Serial Number:	78621501	RISE OF LEGENDS	
Serial Number:	78979500	RISE OF LEGENDS	
Serial Number:	78979508	RISE OF LEGENDS	
Serial Number:	78975981	RISE OF NATIONS	
Serial Number:	78110604	RISE OF NATIONS	
CORRESPONDENCE DATA			
Fax Number:	(215)299-2150		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	215.299.2010		
Email:	MMCCREARY@FOXROTHSCHILD.COM		
Correspondent Name:	MARK G. MCCREARY		
Address Line 1:	2000 MARKET STREET, TENTH FLOOR		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	MGMC-BHG-010		

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NAME OF SUBMITTER:	MARK G. MCCREARY
Signature:	/MARK G. MCCREARY/
Date:	09/11/2009
Total Attachments: 7 source=38 Studios - Assignment of Big Huge Games Trademarks#page1.tif source=38 Studios - Assignment of Big Huge Games Trademarks#page2.tif source=38 Studios - Assignment of Big Huge Games Trademarks#page3.tif source=38 Studios - Assignment of Big Huge Games Trademarks#page4.tif source=38 Studios - Assignment of Big Huge Games Trademarks#page5.tif source=38 Studios - Assignment of Big Huge Games Trademarks#page6.tif source=38 Studios - Assignment of Big Huge Games Trademarks#page7.tif	

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TO: MARK G. MCCREARY COMPANY: 2000 MARKET STREET, TENTH FLOOR

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement"), is made and entered into this 22nd day of May, 2009 (the "Effective Date"), by and between Big Huge Games, Inc. (the "Assignor"), a Delaware corporation, and 38 Studios Baltimore, LLC (the "Assignee"), a Delaware limited liability company (each a "Party" and collectively the "Parties")

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks registered and pending in the United States Patent and Trademark Office, registered and pending foreign trademark applications, and common law trademarks and service marks (collectively the "Marks") as listed on Schedule A hereto;

WHEREAS, Assignor and Assignee have agreed by an Asset Purchase Agreement (the "Purchase Agreement") dated May 22, 2009, by and among Assignor and Assignee, as well as the parent companies of Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, assign and set over unto Assignee, and Assignee shall accept, all rights, title and interest in and to the Marks as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ASSIGNMENT

1. Assignor hereby sells, transfers, assigns and sets over to Assignee Assignor's entire right, title and interest (for all countries) in and to the Marks, and all the rights and privileges under any Marks that may be granted therefor, together with the goodwill of the business associated with the Marks; and all applications for industrial property protection, including without limitation, all applications for Marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Marks under the laws of the United States, or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications; and all forms of industrial property protection, which may be granted for said Marks in any country or countries.
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue Marks or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

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Trademark Assignment Agreement

3. Assignor agrees that, at any time, upon the request of the Assignee, Assignor will execute and deliver all papers, take all rightful oaths, and do all acts, at Assignee's sole cost and expense, which may be necessary or desirable to secure and maintain protection on the Marks throughout all countries of the world and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees, and otherwise to do the necessary, at Assignee's sole cost and expense, to give full effect to and to perfect the rights of the Assignee under this Agreement, including the execution, delivery and procurement of any and all further documents evidencing this Agreement, transfer and sale as may be necessary or desirable.

4. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement.

5. Assignor further covenants that at any time, upon the request of the Assignee, Assignee will be provided promptly with all pertinent facts and documents relating to the Marks and legal equivalents as may be known and accessible to Assignor and will testify as to the same, at Assignee's sole cost and expense, in any interference, litigation or proceeding related thereto and will promptly execute and deliver to Assignee, its successors, assigns and legal representatives or nominees, any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said Marks and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

6. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for trademark, service mark or other form of protection for the Marks, the benefit of the right of priority provided by the laws of any country or countries, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

7. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by any convention.

8. All of the rights, title and interest in and to the Marks sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, except for the pre-existing licenses identified in the Purchase Agreement, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

9. If any portion of this agreement is found to be contrary to law or ineffective, the remainder of the Agreement shall survive and be interpreted, to the maximum extent

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Trademark Assignment Agreement

possible, for the purpose of carrying out the intent of the parties which is the full and complete transfer and assignment of all Assignor's Marks to Assignee.

10. This Agreement may be executed by the parties in counterparts, including by way of electronic execution, each of which shall be deemed an original and shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the Effective Date hereof.

ASSIGNOR:

By: _____
Name:
Title:

ASSIGNEE:

_____ 

By: _____
Name: Teri Manby
Title: Chief Financial Officer

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Trademark Assignment Agreement

possible, for the purpose of carrying out the intent of the parties which is the full and complete transfer and assignment of all Assigner's Marks to Assignee.

10. This Agreement may be executed by the parties in counterparts, including by way of electronic execution, each of which shall be deemed an original and shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the Effective Date hereof.

ASSIGNOR:

ASSIGNEE:

By: _____
Name: _____
Title: _____

By: 
Name: _____
Title: _____

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Trademark Assignment Agreement

SCHEDULE A
TRADEMARKS AND TRADEMARK APPLICATIONS

Domestic Trademarks and Trademark Applications

Serial Number	Registration Number	Mark
78172461	2,849,468	BIG HUGE GAMES
78789451	N/A	BIG HUGE ENGINE
78789414	N/A	BIG HUGE ENGINE
78621501	3446528	RISE OF LEGENDS
78979500	3383443	RISE OF LEGENDS
78979508	3383445	RISE OF LEGENDS
78975981	2980035	RISE OF NATIONS
78110604	2765721	RISE OF NATIONS

Foreign Trademarks and Trademark Applications

Registration / App. No.	Jurisdiction	Mark
2,112,649 (Registered trademark)	Argentina	RISE OF LEGENDS
2,112,650 (Registered trademark)	Argentina	RISE OF LEGENDS
2,112,651 (Registered trademark)	Argentina	RISE OF LEGENDS
2,112,652 (Registered trademark)	Argentina	RISE OF LEGENDS
2,112,648 (Registered trademark)	Argentina	RISE OF LEGENDS
1,053,333 (Registered trademark)	Australia	RISE OF LEGENDS
827,386,486 (Registered trademark)	Brazil	RISE OF LEGENDS
827,386,508 (Registered trademark)	Brazil	RISE OF LEGENDS
827,386,532 (Registered trademark)	Brazil	RISE OF LEGENDS
827,386,559 (Registered trademark)	Brazil	RISE OF LEGENDS

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<u>827,386,478</u> (Registered trademark)	<u>Brazil</u>	<u>RISE OF LEGENDS</u>
<u>TMA732,157</u> (Registered trademark)	<u>Canada</u>	<u>RISE OF LEGENDS</u>
<u>4,370,557</u> (Registered trademark)	<u>European Community</u>	<u>RISE OF LEGENDS</u>
<u>300,417,906</u> (Registered trademark)	<u>Hong Kong</u>	<u>RISE OF LEGENDS</u>
<u>5,030,244</u> (Registered trademark)	<u>Japan</u>	<u>RISE OF LEGENDS</u>
<u>45-17,685</u> (Registered trademark)	<u>Korea Republic of (KR)</u>	<u>RISE OF LEGENDS</u>
<u>887,807</u> (Registered trademark)	<u>Mexico</u>	<u>RISE OF LEGENDS</u>
<u>887,808</u> (Registered trademark)	<u>Mexico</u>	<u>RISE OF LEGENDS</u>
<u>911,191</u> (Registered trademark)	<u>Mexico</u>	<u>RISE OF LEGENDS</u>
<u>887,809</u> (Registered trademark)	<u>Mexico</u>	<u>RISE OF LEGENDS</u>
<u>887,806</u> (Registered trademark)	<u>Mexico</u>	<u>RISE OF LEGENDS</u>
<u>729,023</u> (Registered trademark)	<u>New Zealand</u>	<u>RISE OF LEGENDS</u>
<u>231,340</u> (Registered trademark)	<u>Norway</u>	<u>RISE OF LEGENDS</u>
<u>T05/07,287Z</u> (Registered trademark)	<u>Singapore</u>	<u>RISE OF LEGENDS</u>
<u>T05/7,288H</u> (Registered trademark)	<u>Singapore</u>	<u>RISE OF LEGENDS</u>
<u>T05/7,289F</u> (Registered trademark)	<u>Singapore</u>	<u>RISE OF LEGENDS</u>
<u>T05/7,290Z</u> (Registered trademark)	<u>Singapore</u>	<u>RISE OF LEGENDS</u>
<u>T05/7,286A</u> (Registered trademark)	<u>Singapore</u>	<u>RISE OF LEGENDS</u>
<u>538,914</u> (Registered trademark)	<u>Switzerland</u>	<u>RISE OF LEGENDS</u>
<u>1,193,595</u> (Registered trademark)	<u>Taiwan</u>	<u>RISE OF LEGENDS</u>
<u>1,936,223</u> (Registered trademark)	<u>Argentina</u>	<u>RISE OF NATIONS</u>
<u>1,929,878</u> (Registered trademark)	<u>Argentina</u>	<u>RISE OF NATIONS</u>
<u>2,009,542</u> (Registered trademark)	<u>Argentina</u>	<u>RISE OF NATIONS</u>
<u>922,220</u> (Registered trademark)	<u>Australia</u>	<u>RISE OF NATIONS</u>

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<u>824,876,490</u> (Trademark application - pending)	<u>Brazil</u>	<u>RISE OF NATIONS</u>
<u>824,876,504</u> (Registered trademark)	<u>Brazil</u>	<u>RISE OF NATIONS</u>
<u>824,876,474</u> (Trademark application - pending)	<u>Brazil</u>	<u>RISE OF NATIONS</u>
<u>2,800,043</u> (Registered trademark)	<u>European Community</u>	<u>RISE OF NATIONS</u>
<u>4,691,015</u> (Registered trademark)	<u>Japan</u>	<u>RISE OF NATIONS</u>
<u>580,127</u> (Registered trademark)	<u>Korea Republic of (KR)</u>	<u>RISE OF NATIONS</u>
<u>787,565</u> (Registered trademark)	<u>Mexico</u>	<u>RISE OF NATIONS</u>
<u>770,292</u> (Registered trademark)	<u>Mexico</u>	<u>RISE OF NATIONS</u>
<u>770,291</u> (Registered trademark)	<u>Mexico</u>	<u>RISE OF NATIONS</u>
<u>504,524</u> (Registered trademark)	<u>Switzerland</u>	<u>RISE OF NATIONS</u>
<u>1,042,118</u> (Registered trademark)	<u>Taiwan</u>	<u>RISE OF NATIONS</u>
<u>1,058,645</u> (Registered trademark)	<u>Taiwan</u>	<u>RISE OF NATIONS</u>
<u>1,048,803</u> (Registered trademark)	<u>Taiwan</u>	<u>RISE OF NATIONS</u>