

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
Turtle Rock Studios, Inc.		11/17/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Valve Corporation		
Street Address:	10500 NE 8th St., Suite 1000		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98004		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77038416	LEFT 4 DEAD	
Serial Number:	77031515	DEAD RUN	
Serial Number:	78781131	TERROR	
CORRESPONDENCE DATA			
Fax Number:	(509)232-2112		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	509.241.1502		
Email:	steve.bertone@klgates.com		
Correspondent Name:	Steven M. Bertone		
Address Line 1:	618 W. Riverside, Suite 300		
Address Line 4:	spokane, WASHINGTON 99201		
ATTORNEY DOCKET NUMBER:	2050817.00002		
NAME OF SUBMITTER:	Steven M. Bertone		
Signature:	/sbertone/		

OP \$90.00 77038416

Date:

11/24/2009

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made this 17th day of November, 2008, by and between TURTLE ROCK STUDIOS, INC., a California corporation (the "Assignor"), who resides at 5211 Hiram Lane, Irvine, CA 92612 and VALVE CORPORATION, a Washington corporation (the "Assignee"), with an address of 10500 NE 8th St, Ste 1000, Bellevue, WA 98004-4359.

WHEREAS, in exchange for valuable consideration, receipt of which is hereby acknowledged, Assignor wishes to transfer to Assignee any and all rights it may own and/or possess in the following trademark registrations, applications or common law trademarks (cumulatively, the "Trademarks"):

LEFT 4 DEAD	USPTO Application No. 77/038416 in Class 9
DEAD RUN	USPTO Application No. 77/031515 in Class 9
TERROR	USPTO Application No. 78/781131 in Class 9

LEFT 4 DEAD	CTM Registration No. 005490214 in Classes 9, 16, 41
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NOW, THEREFORE, the Parties hereby agree as follows:

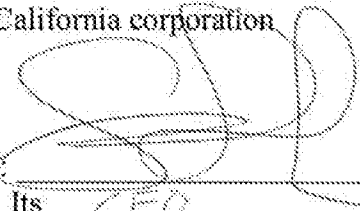
1. Grant of Interests. Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its right, title and interest of every kind and character throughout the world, including moral rights, in and to the Trademarks to the full extent of its ownership or interest therein; including, without limitation, all federal, state, foreign statutory and common law and other rights; all domestic and foreign trademark applications and registrations therefore (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith symbolized by the Trademarks and the portion of the business of the Assignor to which the Trademarks pertain; all rights to causes of action and remedies related thereto (including, but without limitation, the right to sue for past, present or future infringement, misappropriation, dilution or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Trademarks.

2. Miscellaneous. This Agreement contains the final understanding between the Parties and may not be amended or modified except by a written agreement signed by the Parties hereto. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, acknowledging the Parties agreement to the foregoing, Assignor has executed this Agreement as of the date shown below.

Dated: 11/17/2008

TURTLE ROCK STUDIOS, INC.,
a California corporation

By: 
Its CFO