

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THQ INC.		06/26/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	38 STUDIOS, LLC		
<b>Street Address:</b>	5 CLOCK TOWER PLACE, SUITE 200		
<b>City:</b>	MAYNARD		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01754		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>Name:</b>	38 STUDIOS BALTIMORE, LLC		
<b>Street Address:</b>	5 CLOCK TOWER PLACE, SUITE 200		
<b>City:</b>	MAYNARD		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01754		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78971976		
<b>Serial Number:</b>	77069853		
<b>Serial Number:</b>	77696544		
<b>Serial Number:</b>	77127958	38 38 STUDIOS	
<b>Serial Number:</b>	77150320	38 STUDIOS	
<b>Serial Number:</b>	77097754	38 STUDIOS	
<b>Serial Number:</b>	78789451	BIG HUGE ENGINE	
<b>Serial Number:</b>	78789414	BIG HUGE ENGINE	

OP \$540.00 78971976

Registration Number:	2849468	BIG HUGE GAMES
Serial Number:	77097485	GMG
Serial Number:	77097488	HOW COOL WOULD IT BE IF...
Registration Number:	3523565	MASS SETTS GAME CHALLENGE 38
Serial Number:	77380851	OEE
Serial Number:	77484601	ONLINE ENTERTAINMENT EXPERIENCE
Serial Number:	77383429	THE ORIGINAL ONLINE ENTERTAINMENT EXPERIENCE
Serial Number:	77486501	THE PREMIER ONLINE ENTERTAINMENT EXPERIENCE
Registration Number:	3383443	RISE OF LEGENDS
Registration Number:	3383445	RISE OF LEGENDS
Registration Number:	3446528	RISE OF LEGENDS
Registration Number:	2765721	RISE OF NATIONS
Registration Number:	2980035	RISE OF NATIONS

**CORRESPONDENCE DATA**

Fax Number: (215)299-2150  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 215.299.2010  
Email: MMCCREARY@FOXROTHSCHILD.COM  
Correspondent Name: MARK G. MCCREARY  
Address Line 1: 2000 MARKET STREET, TENTH FLOOR  
Address Line 2: FOX ROTHSCHILD LLP  
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	MGMC-27731-001
NAME OF SUBMITTER:	MARK G. MCCREARY
Signature:	/MARK G. MCCREARY/
Date:	12/03/2009

Total Attachments: 3  
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source=38 Studios - THQ Trademark Release#page3.tif

## PAYOFF LETTER

As of June 26, 2009

38 Studios Baltimore, LLC  
38 Studios, LLC  
c/o 38 Studios, LLC  
5 Clock Tower Place, Suite 140  
Maynard, MA 01754

Haymarket Capital LLC  
12 Clock Tower Place, Suite 200  
Maynard, MA 01754

Re: (i) Asset Purchase Agreement by and among Big Huge Games, Inc., as Seller, THQ Inc., as Parent Company ("THQ") and 38 Studios Baltimore, LLC, as Buyer ("38 Studios Baltimore") and 38 Studios, LLC as Buyer Parent ("38 Studios") dated as of May 22, 2009 (as amended, the "Asset Purchase Agreement"); (ii) Security Agreement by and among 38 Studios and 38 Studios Baltimore, as Debtors, and THQ, as Secured Party, dated as of May 22, 2009 (as amended, the "Security Agreement"); and (iii) Continuing Guaranty of Collection of Curt Schilling (the "Guarantor") in favor of THQ dated as of May 22, 2009 (as amended, the "Guaranty"). The Asset Purchase Agreement, Security Agreement and Guaranty are sometimes referred to collectively as the Transaction Documents.

Ladies and Gentlemen:

THQ has been informed that 38 Studios and 38 Studios Baltimore intend to satisfy in full all obligations of 38 Studios and 38 Studios Baltimore to THQ under the Transaction Documents outstanding as of June 26, 2009 (the "Payoff Date"), including all principal, interest, fees, expenses and other amounts outstanding or payable under the Transaction Documents (collectively, the "Obligations"). 38 Studios and 38 Studios Baltimore have advised THQ that satisfaction of the Obligations will be effected by a wire transfer to THQ of immediately available funds in an amount sufficient to satisfy the full amount of the Obligations on the Payoff Date (the "Payoff"). THQ has agreed to accept the Payoff and to (i) terminate the Guaranty and Security Agreement and (ii) release its security interests and liens under the Transaction Documents on the "Collateral" as defined in the Security Agreement, on the terms set forth in this letter agreement.

THQ agrees that, upon THQ's receipt on the Payoff Date, of immediately available funds in an amount equal to \$728,383 (the "Payoff Amount"), which consists of \$718,383 due for development payments under the Asset Purchase Agreement, and \$10,000 of legal fees and expenses payable by 38 Studios Baltimore and 38 Studios in connection therewith:

1. the Obligations will be satisfied in full;

2. THQ will irrevocably release and discharge any and all liens, security interests, pledges, mortgages, deeds of trust and other rights and claims it may have under the Transaction Documents, on, in or with respect to any and all of the assets and properties of 38 Studios Baltimore or 38 Studios, including, without limitation, all equipment, machinery, inventory, furniture, fixtures, leases, leasehold improvements, licenses, permits, authorizations, supplies, personal property, goodwill, general intangibles, contract rights and other rights, entitlements and interests, wherever located, of 38 Studios Baltimore or 38 Studios, and any and all proceeds of any of the foregoing (collectively, the “THQ’s Liens”); and

3. THQ hereby authorizes Haymarket Capital LLC, upon receipt of written confirmation (which may be in the form of an e-mail) from THQ or its counsel Choate, Hall & Stewart LLP of THQ’s receipt of the Payoff Amount, to file on behalf of THQ all Uniform Commercial Code release and termination statements necessary to effectuate the release of THQ’s Liens as well as any notices, assignments or releases necessary to discharge notice filings of THQ’s Liens on any intellectual property rights of 38 Studios Baltimore or 38 Studios.

Instructions for the wire transfer of the Payoff Amount to THQ are as follows:

Bank Name:	Union Bank of California
Address:	1980 Saturn Street, Monterey Park, CA 91755
ABA Routing #:	122000496
Account No.:	3030154710
Reference:	THQ – 38 Studios

This letter agreement may be executed in counterparts and be delivered by facsimile.

Very truly yours,

**THQ INC.**

By

Name:

Steve DeCosta

Title:

Senior Vice President