

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THQ Wireless Inc.		02/25/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	55 South Lake Avenue, Suite 900
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	National Association: NORTH CAROLINA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2969286	MADTAP
Registration Number:	2881162	MADTAP
Registration Number:	2928548	MADTAP
Registration Number:	3233979	THQ WIRELESS
Registration Number:	2982815	THQ WIRELESS
Registration Number:	3121296	THQ WIRELESS
Registration Number:	3194786	THQ WIRELESS
Registration Number:	2894681	THQ WIRELESS
Registration Number:	3039263	THQ WIRELESS
Registration Number:	2876608	THQ WIRELESS
Registration Number:	2966093	THQ WIRELESS
Registration Number:	3220680	UNIVERSOMO
Registration Number:	3259287	UNIVERSOMO

CORRESPONDENCE DATA

900155827

**TRADEMARK
 REEL: 004157 FRAME: 0933**

CH \$340.00 2969286

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Correspondent Name: Federal Research
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Address Line 2: Attn: John Flynn
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	451336
NAME OF SUBMITTER:	John Flynn
Signature:	/JF/
Date:	03/01/2010

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 25, 2010, is made by THQ Wireless Inc., a Delaware corporation ("Grantor"), in favor of Bank of America, N.A. ("BofA"), a national banking association, in its capacity as agent for the Lenders (defined below) (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of June 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among THQ, Inc., a Delaware corporation ("Borrower"), the financial institutions party thereto from time to time as "Lenders" (collectively, "Lenders"), and Agent, the Lenders are willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof;

WHEREAS, Lenders are willing to continue to make the financial accommodations to Borrower as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Joinder Agreement to Guaranty and Security Agreement dated as of the date hereof (the "Joinder") pursuant to which Grantor will become a party to that certain Guaranty and Security Agreement dated as of June 30, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty"); and

WHEREAS, pursuant to the Joinder and the Guaranty, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its owned trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those registered trademarks referred to on Schedule I hereto (each a "Trademark");

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all income, royalties, payments and proceeds of the foregoing now and hereafter due or payable; and

(e) the right to sue and recover damages and payments for past, present or future infringement or dilution of any Trademark.

3. GUARANTY. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Guaranty. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GRANTOR REMAINS LIABLE. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with any Trademark Collateral subject to a security interest hereunder.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

7. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

THQ WIRELESS INC.,
a Delaware corporation, as Grantor

Delivered

By: _____

Name: *Douglas Clemmer*

Title: *President*

ACCEPTED AND ACKNOWLEDGED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Agent

By: _____

Name: Bobby P.S. Bans

Title: Vice President

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

THQ WIRELESS INC.,
a Delaware corporation, as Grantor

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Agent

By:  _____
Name: Bobby P.S. Bans
Title: Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

I. REGISTERED TRADEMARKS

Trademark	Country	Registration Number	Date of Registration
MADTAP (BLOCK)	US	2969286	7/19/2005
MADTAP (BLOCK)*	US	2881162	9/7/2004
MADTAP (BLOCK)	US	2928548	3/1/2005
THQ WIRELESS (BLOCK)	US	3233979	4/24/2007
THQ WIRELESS (BLOCK)	US	2982815	8/9/2005
THQ WIRELESS (BLOCK)	US	3121296	7/25/2006
THQ WIRELESS (Design plus character(s))	US	3194786	1/2/2007
THQ WIRELESS (Design plus character(s))*	US	2894681	10/19/2004
THQ WIRELESS (Design plus character(s))	US	3039263	1/10/2006
THQ WIRELESS (Design plus character(s))*	US	2876608	8/24/2004
THQ WIRELESS (Design plus character(s))	US	2966093	7/12/2005
UNIVERSOMO (BLOCK)	US	3220680	3/20/2007
UNIVERSOMO (BLOCK)	EM	004371316	5/10/2006
UNIVERSOMO (Design plus character(s))	US	3259287	7/3/2007

*At this time, we do not intend to file Declarations of Use for these marks. The cancellation dates are noted as follows:

MADTAP (BLOCK) – Reg: 2881162 – September 7, 2010

THQ WIRELESS (Design plus character(s)) – Reg: 2894681 – October 19, 2010

THQ WIRELESS (Design plus character(s)) – Reg: 2876608 – August 24, 2010

2 TRADEMARK APPLICATIONS

None.