# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
UBISOFT ENTERTAINMENT		04/14/2010	CORPORATION: FRANCE
TECHLAND Sp. z o.o.		104/14/2010	LIMITED LIABILITY COMPANY: POLAND

#### **RECEIVING PARTY DATA**

Name:	JBISOFT ENTERTAINMENT	
Street Address:	07 Avenue Henri Freville	
City:	Rennes	
State/Country:	FRANCE	
Postal Code:	35200	
Entity Type:	CORPORATION: FRANCE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78823504	CALL OF JUAREZ

### **CORRESPONDENCE DATA**

Fax Number: (514)667-5486

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: +33.148185637

Email: trademark.domainname@ubisoft.com
Correspondent Name: UBISOFT DIVERTISSEMENTS INC
Address Line 1: 5505, St Laurent Bld, Suite 5000
Address Line 2: Legal Department, Marc Muraccini
Address Line 4: Montreal, QC, CANADA H2T1S6

#### DOMESTIC REPRESENTATIVE

Name:

Address Line 1: Address Line 2:

900171224

TRADEMARK
REEL: 004275 FRAME: 0359

OP \$40.00 78823504

Address Line 3: Address Line 4:		
NAME OF SUBMITTER:	Yves Guillemot	
Signature:	/YG/	
Date:	09/09/2010	
Total Attachments: 2 source=Techland TM Assignment 14April10 Signed#page1.tif source=Techland TM Assignment 14April10 Signed#page2.tif		

TRADEMARK REEL: 004275 FRAME: 0360



international Sales Director

## TRADEMARK ASSIGNMENT

This Assignment of trademarks and service marks (the "Assignment") is executed, acknowledged and delivered by TECHLAND Sp z c.o. with its registered office at Zolkiewskiego 3, 63-400 Ostrow Wielkopolski, Poland, a company incorporated under the Laws of Poland, KRS 0000136933, Sąd Rejonowy w Poznaniu, IX Wydzial Gospodarczy Krajowego Rejestru Sądowego, VAT PL: 622-24-68-959, Capital: 50 000 PLN., (referred to as "Assignor") to UBISOFT ENTERTAINMENT, a French company doing business at 28 rue Armand Carrel, 93100 Montreuil sous Bois cedex, France, ("Assignee"), in accordance with, and pursuant to the terms and conditions of, the Co-ownership Intellectual Property Rights Agreement dated as of 5th of January, 2010, between Assignor and Assignee (the "Agreement"). Unless otherwise defined herein, capitalized terms used herein shall have the meaning given to such terms in the Agreement.

WHEREAS, the Assignor has adopted, used, is using, or intends or intended to use certain trademarks and service marks registered in the United States Patent and Trademark Office or trademark registries in other jurisdictions, and other trademarks and service marks not so registered, including, but not limited to, common law trademarks and service marks that arise in connection with the Call Of Juarez brand (collectively, as set forth in Schedule 1 hereto and incorporated herein by reference, the "Marks"); and

WHEREAS, Assignee desires to acquire fifty percent (50%) of all right, title and interest of Assignor in, to and under the Marks and the goodwill with which they are associated and which is symbolized by the Marks;

NOW, THEREFORE, pursuant and subject to the Agreement and in consideration of the payment made by Assignee thereunder as of the Effective Date, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee hereby accepts, fifty (50%) of all right, title and interest of Assignor in, to and under the Marks throughout the world, any registrations and applications for registration thereof, and the goodwill of the Assignor as related to with the COJ Games connected with the use thereof and symbolized thereby, free and clear of all encumbrance; all rights to apply for registrations for any thereof and any other rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for present and future infringements of the Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns (actual or deemed) or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby agrees that it shall, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to render effective this assignment and vest in Assignee beneficial and record title to the rights, title and interests herein granted to the Marks, and to put Assignee in actual possession and operating control of such rights, title and interests to the Marks.

All representations and warranties in the Agreement with respect to the interests assigned hereby are incorporated herein by reference.

This Assignment shall be binding upon Assignor and its successors and assigns (actual or deemed) and shall inure to the banefit of Assignor and Assignee and their respective successors and assigns (actual or deemed). Assignee shall have the right to assign this Assignment at its sole discretion.

IN WITNESS WHEREOF, the Assignors have caused this Assignment to be duly executed as of this 14 day of April, 2010.

THE ASSIGNOR - FECHLAND SP 2 0.0. REPRESENTED BY PAWEL MARCHEWKA IN HIS CAPACITY AS CEO

Pener Janos

THE ASSIGNEE - UBISOFT ENTERTAINMENT REPRESENTED BY YVES GUILLEMOT IN HIS CAPACITY AS CEO

TRADEMARK REEL: 004275 FRAME: 0361

#### SCHEDULE 1

#### Marks

- TRADEMARKS AND SERVICE MARKS NOT SO REGISTERED, INCLUDING, BUT NOT LIMITED TO, COMMON LAW TRADEMARKS AND SERVICE MARKS THAT ARISE IN CONNECTION WITH CALL OF JUAREZ BRAND
- TRADEMARKS AND SERVICE MARKS APPLICATIONS & REGISTRATIONS

				PLING DATE		
2000000000000000000000000000000000000	COMMUNITY	TECHLAND SP. ZO.O.	4891339	MARCH/11/2006	REGISTERED	9, 16, 28
CALL OF JUAREZ	TRADEMARK US	TECHLAND SP. Z 0.0.	78823504	FEB/26/2006		9, 16

TRADEMARK REEL: 004275 FRAME: 0362 02