

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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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 |
| UBISOFT LIMITED | | 03/26/2010 | LIMITED LIABILITY COMPANY: IRELAND |
| RECEIVING PARTY DATA | | | |
| Name: | UBISOFT ENTERTAINMENT SARL | | |
| Street Address: | 31 Val Sainte Croix | | |
| Internal Address: | Marc Muraccini | | |
| City: | Luxembourg | | |
| State/Country: | LUXEMBOURG | | |
| Postal Code: | L 1371 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: LUXEMBOURG | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78907427 | MASS GATE | |
| Serial Number: | 78907411 | WORLD IN CONFLICT | |
| Serial Number: | 76087810 | | |
| Serial Number: | 76031618 | MASSIVE ENTERTAINMENT | |
| Serial Number: | 76026065 | MASSIVE ENTERTAINMENT | |
| Serial Number: | 76026062 | MASSIVE ENTERTAINMENT | |
| Serial Number: | 77654062 | TOM CLANCY | |
| Serial Number: | 77654063 | TOM CLANCY | |
| Serial Number: | 77654065 | TOM CLANCY'S | |
| Serial Number: | 77654061 | TOM CLANCY'S | |
| Serial Number: | 77654060 | TOM CLANCY'S | |
| CORRESPONDENCE DATA | | | |

OP \$290.00 78907427

Fax Number: (514)667-5486
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 514 490 2042
Email: trademark.domainname@ubisoft.com
Correspondent Name: UBISOFT DIVERTISSEMENTS INC
Address Line 1: 5505 Blv St-Laurent, Suite 5000
Address Line 2: Marc Muraccini
Address Line 4: Montreal, CANADA H2T 1S6

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

| | |
|--------------------|----------------|
| NAME OF SUBMITTER: | Yves Guillemot |
|--------------------|----------------|

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|------------|------|
| Signature: | /yg/ |
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| Date: | 03/30/2011 |
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Total Attachments: 6
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EXHIBIT 3 – TRADEMARK ASSIGNMENT

This Assignment of trademarks and service marks (the "Assignment") is executed, acknowledged and delivered by UBISOFT LIMITED, a Republic of Ireland limited liability company, having its registered office Universal House, Shannon, Co. Clare, Ireland, (referred to as "Assignor") to UBISOFT ENTERTAINMENT SÀRL, a Luxembourgian limited liability company, having its registered office 31 Val Sainte Croix - L-1371 Luxembourg, ("Assignee"), in accordance with, and pursuant to the terms and conditions of, the Asset Purchase Agreement dated as of March 26, 2010, between Assignor and Assignee (the "APA"). Unless otherwise defined herein, capitalized terms used herein shall have the meaning given to such terms in the APA.

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 Property (collectively, as set forth in Schedule 1 hereto and incorporated herein by reference, the "Marks"); and

WHEREAS, Assignee desires to acquire 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 APA and in consideration of the payment made by Assignee thereunder as of the Effective Date, the additional payment of One Hundred US Dollars (\$100), 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, all rights, title and interests in, to and under the following intellectual property assets and rights free and clear of encumbrances whatsoever:

- (i) all Marks throughout the world (including all registrations and applications for registration thereof) for use in Games and Ubisoft Derivatives, solely excluding *hardcover* books under International Class 016 for Marks using Clancy's name;
- (ii) the goodwill with which the Marks are associated for use in Games and Ubisoft Derivatives and which is symbolized thereby;
- (ii) all rights to apply for registrations for any such Marks for use in Games and Ubisoft Derivatives pursuant to and as set forth in the APA, 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
- (iii) all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Marks for use in Games and Ubisoft Derivatives, 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 APA 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 benefit 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 26 day of March, 2010.

THE ASSIGNOR - UBISOFT LIMITED

Represented by Cécile RUSSEIL
in her capacity as Director

THE ASSIGNEE - UBISOFT ENTERTAINMENT Sàrl

Represented by Michiel VERHEIJDT
in his capacity as Manager

Represented by Cécile RUSSEIL
duly empowered to this effect

according to the power of attorney granted by
Yves Guillemot, Manager

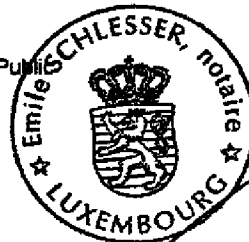
On this 26th day of March, 2010, before me, a Notary Public in and for the State and County of Luxembourg, personally appeared :

Cécile RUSSEIL, known by me to be the person of the above name, duly authorized to execute this Assignment on behalf of the Assignor and the Assignee, and who signed and executed the foregoing instrument on behalf of the Assignor and the Assignee.

Michiel VERHEIJDT, known by me to be the person of the above name, duly authorized to execute this Assignment on behalf of the Assignee, and who signed and executed the foregoing instrument on behalf of the Assignee.

Given under my hand and seal of office this 26th day of MARCH, 2010

Notary Public
Address



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 THE PROPERTY
- TRADEMARKS AND SERVICE MARKS APPLICATIONS & REGISTRATIONS

| | | | | | | |
|-----------------------|---------------------|-----------------|-----------------|-------------|------------|-----------|
| MASS GATE | CANADA | UBISOFT LIMITED | 1307081 | Jun/27/2006 | Pending | 9, 41 |
| MASS GATE | US | UBISOFT LIMITED | 78907427 | Jun/13/2006 | Registered | 9, 41 |
| MASS GATE | Taiwan PTO | UBISOFT LIMITED | 95030633 | Jun/14/2006 | Registered | 9, 41 |
| MASS GATE | INPI South Korea | UBISOFT LIMITED | 45-2006-2144 | Jun/14/2006 | Registered | 9 41 |
| MASS GATE | China | UBISOFT LIMITED | 5418209 | Jun/14/2006 | Registered | 41 |
| MASS GATE | China | UBISOFT LIMITED | 5418210 | Jun/14/2006 | Registered | 9 |
| MASS GATE | Community Trademark | UBISOFT LIMITED | 005131321 | Jun/12/2006 | Registered | 9, 41 |
| MASS GATE | China | UBISOFT LIMITED | 8185400 | Jul/26/2007 | Pending | 41 |
| MASS GATE | Japan | UBISOFT LIMITED | 2006-081348 | Jun/30/2006 | Registered | 9, 41 |
| MASS GATE | New Zealand | UBISOFT LIMITED | 749403 | Jun/12/2006 | Registered | 9 41 |
| MASSGATE | New Zealand | UBISOFT LIMITED | 772701 | Jul/24/2007 | Registered | 9 41 |
| MASSGATE | Japan | UBISOFT LIMITED | 2007-82706 | Jul/25/2007 | Registered | 9, 41 |
| MASSGATE | Community Trademark | UBISOFT LIMITED | 008141675 | Jul/26/2007 | Registered | 9, 28, 41 |
| MASSGATE | China | UBISOFT LIMITED | 6186401 | Jul/26/2007 | Pending | 9 |
| MASSGATE | INPI South Korea | UBISOFT LIMITED | 45-2007-3089 | Jul/24/2007 | Registered | 9 41 |
| MASSGATE | Taiwan PTO | UBISOFT LIMITED | 98035533 | Jul/26/2007 | Registered | 9, 41 |
| MASSGATE | CANADA | UBISOFT LIMITED | 1357841 | Jul/30/2007 | Registered | 9, 41 |
| MASSGATE | Australia | UBISOFT LIMITED | 1118799 | Jun/13/2006 | Registered | 9, 41 |
| MASSIVE ENTERTAINMENT | Australia | UBISOFT LIMITED | 1118801 | Jun/13/2006 | Registered | 9, 41 |
| MASSIVE ENTERTAINMENT | CANADA | UBISOFT LIMITED | 1309106 | Jul/13/2006 | Pending | 9, 41 |
| MASSIVE ENTERTAINMENT | US | UBISOFT LIMITED | 76026082 | Apr/13/2000 | Registered | 42 |
| MASSIVE ENTERTAINMENT | US | UBISOFT LIMITED | 76026085 | Apr/13/2000 | Registered | 9 |
| MASSIVE ENTERTAINMENT | Taiwan PTO | UBISOFT LIMITED | 95030631 | Jun/14/2006 | Registered | 9, 41 |
| MASSIVE ENTERTAINMENT | INPI South Korea | UBISOFT LIMITED | 45-2006-0002145 | Jun/14/2006 | Registered | 9 41 |

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|------------------------------|---------------------|-----------------|-----------------|-------------|------------|-------|
| MASSIVE ENTERTAINMENT | South Africa | UBISOFT LIMITED | 2007/004426 | Mar/05/2007 | Pending | 41 |
| MASSIVE ENTERTAINMENT | South Africa | UBISOFT LIMITED | 2007/004425 | Mar/05/2007 | Pending | 9 |
| MASSIVE ENTERTAINMENT | Community Trademark | UBISOFT LIMITED | 005131552 | Jun/12/2006 | Registered | 9, 41 |
| MASSIVE ENTERTAINMENT | China | UBISOFT LIMITED | 5443079 | Jun/26/2006 | Pending | 9 |
| MASSIVE ENTERTAINMENT | China | UBISOFT LIMITED | 5418208 | Jun/14/2006 | Registered | 41 |
| MASSIVE ENTERTAINMENT | Japan | UBISOFT LIMITED | 5086741 | Jun/30/2006 | Registered | 9, 41 |
| MASSIVE ENTERTAINMENT | New Zealand | UBISOFT LIMITED | 749408 | Jun/12/2006 | Pending | 9 41 |
| MASSIVE ENTERTAINMENT (logo) | Japan | UBISOFT LIMITED | 5086738 | Jun/30/2006 | Registered | 9, 41 |
| MASSIVE ENTERTAINMENT (logo) | China | UBISOFT LIMITED | 5418207 | Jun/14/2006 | Registered | 41 |
| MASSIVE ENTERTAINMENT (logo) | China | UBISOFT LIMITED | 5443080 | Jun/26/2006 | Registered | 9 |
| MASSIVE ENTERTAINMENT (logo) | Community Trademark | UBISOFT LIMITED | 005998571 | Jun/13/2007 | Registered | 9, 41 |
| MASSIVE ENTERTAINMENT (logo) | Community Trademark | UBISOFT LIMITED | 005132105 | Jun/13/2006 | Registered | 9, 41 |
| MASSIVE ENTERTAINMENT (logo) | INPI South Korea | UBISOFT LIMITED | 45-2007-0002302 | Jun/11/2007 | Registered | 9 41 |
| MASSIVE ENTERTAINMENT (logo) | INPI South Korea | UBISOFT LIMITED | 45-2008-0002147 | Jun/14/2006 | Registered | 9 41 |
| MASSIVE ENTERTAINMENT (logo) | Taiwan PTO | UBISOFT LIMITED | 95030630 | Jun/14/2006 | Registered | 9, 41 |
| MASSIVE ENTERTAINMENT (logo) | US | UBISOFT LIMITED | 78031618 | Apr/21/2000 | Registered | 9 |
| MASSIVE ENTERTAINMENT (logo) | US | UBISOFT LIMITED | 78067810 | Jul/11/2000 | Registered | 9 |
| MASSIVE ENTERTAINMENT (logo) | US | UBISOFT LIMITED | 78087758 | Jul/11/2000 | Registered | 42 |

| Trademark | Country | Owner | Serial No. | Registration Date | Status | Class |
|------------------------------|---------------------|-----------------|-----------------|-------------------|------------|-----------|
| MASSIVE ENTERTAINMENT (logo) | CANADA | UBISOFT LIMITED | 1309107 | Jul/13/2006 | Registered | 9, 41 |
| MASSIVE ENTERTAINMENT (logo) | Australia | UBISOFT LIMITED | 1118802 | Jun/13/2006 | Registered | 9, 41 |
| MASSIVE ENTERTAINMENT (logo) | New Zealand | UBISOFT LIMITED | 749411 | Jun/12/2006 | Registered | 9, 41 |
| TOM CLANCY | Community Trademark | UBISOFT LIMITED | 007541444 | Jan/21/2009 | Registered | 9, 28, 41 |
| TOM CLANCY | US | UBISOFT LIMITED | 77654062 | Jan/22/2009 | Pending | 25 |
| TOM CLANCY | US | UBISOFT LIMITED | 77654063 | Jan/22/2009 | Pending | 28 |
| TOM CLANCY'S | US | UBISOFT LIMITED | 77654065 | Jan/22/2009 | Pending | 41 |
| TOM CLANCY'S | US | UBISOFT LIMITED | 77654081 | Jan/22/2009 | Pending | 16 |
| TOM CLANCY'S | US | UBISOFT LIMITED | 77654060 | Jan/22/2009 | Pending | 9 |
| WORLD IN CONFLICT | CANADA | UBISOFT LIMITED | 1307082 | Jun/27/2006 | Registered | 9, 41 |
| WORLD IN CONFLICT | Australia | UBISOFT LIMITED | 1118800 | Jun/13/2006 | Registered | 9, 41 |
| WORLD IN CONFLICT | Community Trademark | UBISOFT LIMITED | 005129621 | Jun/12/2006 | Registered | 9, 41 |
| WORLD IN CONFLICT | US | UBISOFT LIMITED | 78907411 | Jun/13/2006 | Registered | 9, 41 |
| WORLD IN CONFLICT | Copyright Office W | UBISOFT LIMITED | PA 1-592-494 | Oct/03/2007 | Registered | 0 |
| WORLD IN CONFLICT | Taiwan PTO | UBISOFT LIMITED | 95030632 | Jun/14/2006 | Registered | 9, 41 |
| WORLD IN CONFLICT | China | UBISOFT LIMITED | 005443078 | Jun/26/2006 | Registered | 9 |
| WORLD IN CONFLICT | China | UBISOFT LIMITED | 005418208 | Jun/14/2006 | Registered | 41 |
| WORLD IN CONFLICT | New Zealand | UBISOFT LIMITED | 749405 | Jun/12/2006 | Registered | 9, 41 |
| WORLD IN CONFLICT | INPI South Korea | UBISOFT LIMITED | 45-2006-0002145 | Jun/14/2006 | Registered | 9, 41 |
| WORLD IN CONFLICT | Japan | UBISOFT LIMITED | 2006-081347 | Jun/30/2006 | Registered | 9, 41 |

- OTHER TRADEMARKS AND SERVICE MARK

The names, and all registered and common law trademarks, service marks and logos now in existence or which later come into existence consisting in whole or part of the names TOM CLANCY, TOM L. CLANCY, TOM CLANCY, JR., TOM L. CLANCY, JR., THOMAS CLANCY, THOMAS L. CLANCY, THOMAS CLANCY, JR., and THOMAS L. CLANCY, JR.

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|--|-----------------|
| TOM CLANCY | UBISOFT LIMITED |
| TOM L. CLANCY | UBISOFT LIMITED |
| TOM CLANCY, JR. | UBISOFT LIMITED |
| TOM L. CLANCY, JR. | UBISOFT LIMITED |
| THOMAS CLANCY | UBISOFT LIMITED |
| THOMAS L. CLANCY | UBISOFT LIMITED |
| THOMAS CLANCY, JR. | UBISOFT LIMITED |
| THOMAS L. CLANCY, JR. | UBISOFT LIMITED |
| THE BEAR AND THE DRAGON | UBISOFT LIMITED |
| RED RABBIT | UBISOFT LIMITED |
| THE TEETH OF THE TIGER | UBISOFT LIMITED |
| TOM CLANCY'S SPLINTER CELL | UBISOFT LIMITED |
| TOM CLANCY'S SPLINTER CELL: OPERATION BARRACUDA | UBISOFT LIMITED |
| TOM CLANCY'S SPLINTER CELL: CHECKMATE | UBISOFT LIMITED |
| TOM CLANCY'S SPLINTER CELL: FALLOUT | UBISOFT LIMITED |
| AIRBORNE - A GUIDED TOUR OF AN AIRBORNE TASK FORCE | UBISOFT LIMITED |
| CARRIER - A GUIDED TOUR OF AN AIRCRAFT CARRIER | UBISOFT LIMITED |
| SPECIAL FORCES - A GUIDED TOUR OF U.S. ARMY SPECIAL FORCES | UBISOFT LIMITED |
| RAINBOW SIX | UBISOFT LIMITED |
| TOM CLANCY'S GHOST RECON | UBISOFT LIMITED |
| TOM CLANCY'S END WAR | UBISOFT LIMITED |
| TOM CLANCY'S AIR COMBAT | UBISOFT LIMITED |