

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THQ Inc.		05/29/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Heavy Iron Studios, Inc.		
<b>Street Address:</b>	6601 Center Drive West, Suite 400		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90045		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2532863	HEAVY IRON STUDIOS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(805)230-1355		
<b>Phone:</b>	805-230-1350		
<b>Email:</b>	trozelle@socalip.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	SoCal IP Law Group LLP		
<b>Address Line 1:</b>	310 N. Westlake Blvd.		
<b>Address Line 2:</b>	Suite 120		
<b>Address Line 4:</b>	Westlake Village, CALIFORNIA 91362		
<b>ATTORNEY DOCKET NUMBER:</b>	HEAVY IRON		
<b>NAME OF SUBMITTER:</b>	Terry Rozelle		
<b>Signature:</b>	/terryrozelle/		

OP \$40.00 2532863

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**TRADEMARK**  
**REEL: 004700 FRAME: 0785**

Date:

01/19/2012

Total Attachments: 2

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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of May 29, 2009 by and between THQ Inc., a Delaware corporation with its principal place of business located at 29903 Agoura Road, Agoura Hills, California 91301 ("THQ"), on the one hand, and Heavy Iron Studios, Inc., a California corporation with its principal place of business located at 6601 Center Drive West, Suite 400, Los Angeles, California 90045 ("Heavy Iron"), on the other hand. THQ and HEAVY IRON are collectively "Parties" or each separately, a "Party").

WHEREAS, contemporaneous with the execution of this Assignment, THQ and HEAVY IRON are executing an Agreement for the Purchase and Sale of Assets (the "Purchase & Sale Agreement") to which this Assignment is referenced and attached;

WHEREAS, THQ is the owner of all right, title and interest in and to the trademark and the corresponding registration set forth on Exhibit 1 (collectively, the "Trademark"), together with the goodwill of the business connected with and symbolized by the Trademark; and

WHEREAS, HEAVY IRON desires to acquire all right, title and interest in and to the Trademark and THQ has agreed to assign the Trademark pursuant to the Purchase & Sale Agreement.

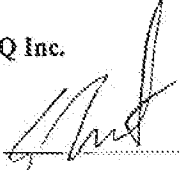
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as set forth below.

THQ hereby sells, assigns, transfers and conveys to HEAVY IRON all of its right, title and interest in and to the Trademark in the United States, together with the goodwill and the business associated with and symbolized by the Trademark (including, without limitation, the right to renew any registrations included in the Trademark, the right to apply for trademark registrations within the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark), the same to be held and enjoyed by HEAVY IRON as fully and entirely as said interest could have been held and enjoyed by THQ had this sale, assignment, transfer and conveyance not been made.

THQ authorizes the Commissioner of Trademark of the United States and other empowered officials of the United States Patent and Trademark Office to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to HEAVY IRON as assignee of THQ's entire right, title and interest therein. THQ agrees to further execute any documents reasonably necessary to effect this assignment or to confirm HEAVY IRON's ownership of the Trademark.

This Assignment may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

THQ Inc.  
By:   
Name: Steve DeCosta  
Title: SVP, Finance & Administration  
Product Development

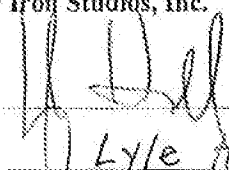
Heavy Iron Studios, Inc.  
By:   
Name: Lyle Hall  
Title: President & CEO

Exhibit 1  
Trademark

Trademark, including registration number and other identifiers, conveyed under this Assignment:

**Word Mark** HEAVY IRON STUDIOS  
**Goods and Services** IC 009. US 021 023 026 036 038. G & S: electronic games, namely software games recorded on CD-ROM and digital video discs for computers; software games recorded on CD-ROMs and cartridges for console and individual, portable gaming systems; and computer software for electronic games that is downloadable from a remote computer site. FIRST USE: 20001205. FIRST USE IN COMMERCE: 20001205  
**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 75916944  
**Filing Date** February 9, 2000  
**Registration Number** 2532863  
**Registration Date** January 22, 2002  
**Owner** (REGISTRANT) THQ Inc. CORPORATION DELAWARE 29903 Agoura Road Suite 325 Calabasas Hills CALIFORNIA 91301  
**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "STUDIOS" APART FROM THE MARK AS SHOWN  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL

HEAVY IRON TRADEMARK ASSIGNMENT  
FINAL FOR EXECUTION