## 900247141 02/15/2013

#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | NEW ASSIGNMENT                               |
|-----------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

#### **CONVEYING PARTY DATA**

| Name     | Formerly Execution Date Entity Typ |            | Entity Type           |
|----------|------------------------------------|------------|-----------------------|
| THQ Inc. |                                    | 01/24/2013 | CORPORATION: DELAWARE |

### **RECEIVING PARTY DATA**

| Name:             | 9275-8309 Quebec Inc. |
|-------------------|-----------------------|
| Street Address:   | 5505 St-Laurent Blvd  |
| Internal Address: | Suite 5000            |
| City:             | Montreal, QC          |
| State/Country:    | CANADA                |
| Postal Code:      | H2T 1S6               |
| Entity Type:      | CORPORATION: CANADA   |

#### PROPERTY NUMBERS Total: 1

| Property Type  | Number   | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 85549288 | 1666      |

# **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Email: trademark.domainname@ubisoft.com

Correspondent Name: Ubisoft Divertissements Inc.
Address Line 1: 5505 St-Laurent Blvd

Address Line 2: Suite 5000

Address Line 4: Montreal, QC, CANADA H2T 1S6

#### DOMESTIC REPRESENTATIVE

Name:

Address Line 1: Address Line 2: Address Line 3:

TRADEMARK 900247141 REEL: 004965 FRAME: 0806 OP \$40.00 855492

| Address Line 4:   |                |  |
|---|----------------|--|
| NAME OF SUBMITTER:  | Yves Guillemot |  |
| Signature:  | /yg/           |  |
| Date:   | 02/15/2013     |  |
| Total Attachments: 5 source=TM Deed of Assignment 24Jan13#page1.tif source=TM Deed of Assignment 24Jan13#page2.tif source=TM Deed of Assignment 24Jan13#page3.tif source=TM Deed of Assignment 24Jan13#page4.tif source=TM Deed of Assignment 24Jan13#page5.tif |                |  |

# ASSIGNMENT OF TRADEMARKS

This Trademark Assignment (this "Assignment Agreement") is made as of January 24, 2013 by and among THQ Inc., a Delaware corporation ("THQ"), THQ Wireless Inc., a Delaware Corporation ("THQ Wireless"), Volition, Inc., a Delaware corporation ("Volition"), Vigil Games, Inc., a Texas corporation ("Vigil") (collectively, THQ, THQ Wireless, Volition and Vigil "ASSIGNORS"), and 9275-8309 Quebec Inc., a Quebec corporation (hereinafter "ASSIGNEE"). ASSIGNORS and ASSIGNEE are sometimes herein referred to collectively as the "Parties" and each individually as a "Party."

WHEREAS, ASSIGNORS, ASSIGNEE and Ubisoft LLC, a Delaware limited liability company, entered into that certain Asset Purchase Agreement dated as of January 23, 2013 (the "APA");

WHEREAS, pursuant to the APA, ASSIGNORS agreed to convey their entire right, title and interest in, to, and under the United States and foreign trademark registrations and trademark applications listed in the <u>Trademark Assignment Schedule</u> attached hereto that relate to the Montreal Lot to ASSIGNEE; and

WHEREAS, ASSIGNORS and ASSIGNEE wish to enter into this Assignment Agreement for the sole purpose of confirming and memorializing the applicable terms of the APA, and making said terms of record in the U.S. Patent and Trademark Office and foreign trademark offices.

FOR GOOD AND VALUABLE CONSIDERATION set forth in the APA, the receipt and sufficiency of which are hereby acknowledged, ASSIGNORS and ASSIGNEE hereby agree:

ASSIGNORS hereby confirm that they hereby sell, assign, and transfer to ASSIGNEE, its successors and assigns, all of ASSIGNORS' right, title, and interest in, to and under the marks set forth in <u>Trademark Assignment Schedule</u> that relate to the Montreal Lot, and all applications, registrations, and renewals for any of the foregoing, together with the goodwill associated with

and symbolized by each of the foregoing, and including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the marks (collectively, the "<u>Transferred Marks</u>"). The Transferred Marks are being assigned, and such applications therefor are being transferred along with all, or substantially all, of the portion of ASSIGNORS' business that Primarily Relates to such applications.

ASSIGNORS hereby agree and undertake to execute, whenever requested by ASSIGNEE, all documents and to take such further actions that are reasonably deemed necessary for ASSIGNEE's securing, prosecuting and maintaining all of the Transferred Marks, with all actual costs being paid by ASSIGNEE, but without any further compensation to ASSIGNORS.

ASSIGNORS hereby authorize and request the U.S. Patents and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record ASSIGNEE as the owner of the Transferred Marks.

This Assignment Agreement shall be governed by the laws of the state of Delaware. Notwithstanding anything to the contrary herein, in the event of any conflict or inconsistency between the terms of this Assignment Agreement and the terms of the APA, the terms of the APA will prevail, and nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the APA.

[Signature page follows]

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IN WITNESS WHEREOF, ASSIGNORS and ASSIGNEE have caused this Assignment Agreement to be executed by its duly authorized representatives as of the date first set forth above.

| ASSIGNORS:   | ASSIGNEE:             |  |  |  |
|--|-----------------------|--|--|--|
| THQ Inc.   | 9275-8309 Quebec Inc. |  |  |  |
| By: Brigh Farcell Title: Chief Executive Officer         | By:                   |  |  |  |
| THQ Wireless Inc.  |                       |  |  |  |
| By: En J. Varinan Name: Folward L. Karinan               |                       |  |  |  |
| Volition, Inc.   |                       |  |  |  |
| By: Em J k<br>Name: Edward L. Karfman<br>Title: Director |                       |  |  |  |
| Vigil Games, Inc.  |                       |  |  |  |
| By: Em + W<br>Name: Edward K. Kartman                    |                       |  |  |  |

Signature Page to Trademark Assignment

Title:\_

IN WITNESS WHEREOF, ASSIGNORS and ASSIGNEE have caused this Assignment Agreement to be executed by its duly authorized representatives as of the date first set forth above.

| ASSIGNORS:        | ASSIGNEE:                                       |
|-------------------|---|
| THQ Inc.          | 9275-8309 Quebec Inc.                           |
| By:Name:Title:    | By: Ma Det                                      |
| Name:             | Name: Alain Martinez                            |
| Title:            | Title: International Chief Financial Officer of |
|                   | the Ubisoft Group                               |
| THQ Wireless Inc. |   |
| ,                 |   |
| By:               |   |
| Name:             |   |
| Title:            |   |
| Volition, Inc.    |   |
|                   |   |
| Ву:               |   |
| Name:<br>Title:   |   |
| Title:            |   |
| Vigil Games, Inc. |   |
|                   |   |
| Ву:               |   |
| Name:             |   |
| Title:            |   |

# TRADEMARK ASSIGNMENT SCHEDULE

| Owner    | Country               | Trademark       | Status  | App. No.  | Filing Date | Reg. No. | Reg. Date |
|----------|-----------------------|-----------------|---------|-----------|-------------|----------|-----------|
| THQ Inc. | Australia             | 1666<br>(BLOCK) | Pending | 1506846   | 7-Aug-12    |          |           |
| THQ Inc. | Canada                | 1666<br>(BLOCK) | Pending | 1588697   | 2-Aug-12    |          |           |
| THQ Inc. | European<br>Community | 1666<br>(BLOCK) | Pending | 011075173 | 26-Jul-12   |          |           |
| THQ Inc. | U.S.A.                | 1666<br>(BLOCK) | Pending | 85/549288 | 22-Feb-12   |          |           |

TRADEMARK REEL: 004965 FRAME: 0812

**RECORDED: 02/15/2013**