

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 Type
	THQ Inc.		01/28/2013	CORPORATION: DELAWARE
	THQ Wireless Inc.		01/28/2013	CORPORATION: DELAWARE
	Volition, Inc.		01/28/2013	CORPORATION: DELAWARE
	Vigil Games, Inc.		01/28/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA				
Name:	Crytek GmbH			
Street Address:	Gruneburgweg 16-18			
City:	Frankfurt am Main			
State/Country:	GERMANY			
Postal Code:	60322			
Entity Type:	LIMITED LIABILITY COMPANY: GERMANY			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	3959637	HOMEFRONT	
CORRESPONDENCE DATA				
Fax Number:	2166216165			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	216.621.1113			
Email:	cbader@rennerotto.com			
Correspondent Name:	Thomas W. Adams			
Address Line 1:	1621 Euclid Avenue			
Address Line 2:	Nineteenth Floor			
Address Line 4:	Cleveland, OHIO 44115			
ATTORNEY DOCKET NUMBER:	CRTKZG0104			
DOMESTIC REPRESENTATIVE				

OP \$40.00 3959637

Name: RENNER, OTTO, BOISSELLE & SKLAR, LLP
Address Line 1: 1621 Euclid Avenue
Address Line 2: Nineteenth Floor
Address Line 4: Cleveland, OHIO 44115

NAME OF SUBMITTER:	Thomas W. Adams
Signature:	/Thomas W. Adams/
Date:	04/18/2013

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment Agreement") is made as of January 28, 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 Crytek GmbH, a German limited liability company (hereinafter "ASSIGNEE"). ASSIGNORS and ASSIGNEE are sometimes herein referred to collectively as the "Parties" and each individually as a "Party."

WHEREAS, ASSIGNORS and ASSIGNEE entered into a 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 Trademark Assignment Schedule attached hereto 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 Trademark Assignment Schedule, 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 "Transferred

Marks”). The Transferred Marks are being assigned, and such applications therefor are being transferred.

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]


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:

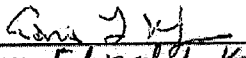
THQ Inc.

By: 
Name: Brian Farrell
Title: Chief Executive Officer

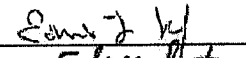
THQ Wireless Inc.

By: 
Name: Edward L. Kaufman
Title: Director

Volition, Inc.

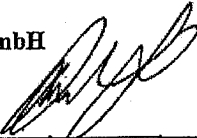
By: 
Name: Edward L. Kaufman
Title: Director

Vigil Games, Inc.

By: 
Name: Edward L. Kaufman
Title: Director

ASSIGNEE:

Crytek GmbH

By: 
Name: AWI YERU
Title: MANAGING DIRECTOR

[Signature Page to Trademark Assignment]

TRADEMARK ASSIGNMENT SCHEDULE

Owner	Country	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date
THQ Inc.	Australia	HOMEFRONT (BLOCK)	Registered	1390768	27-Oct-10	1390768	5-Sep-11
THQ Inc.	Canada	HOMEFRONT (BLOCK)	Registered	1500779	22-Oct-10	TMA806424	12-Sep-11
THQ Inc.	European Community	HOMEFRONT (BLOCK)	Registered	9266263	22-Jul-10	9266263	10-Feb-11
THQ Inc.	Japan	HOMEFRONT (BLOCK)	Pending	2010-84069	28-Oct-10		
THQ Inc.	U.S.A.	HOMEFRONT (BLOCK)	Registered	85/028570	3-May-10	3959637	10-May-11