

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.		01/24/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Kabushiki Kaisha Sega		
Doing Business As:	Sega Corporation		
Street Address:	1-2-12, Haneda Ohta-ku		
City:	Toyko		
State/Country:	JAPAN		
Postal Code:	1448531		
Entity Type:	CORPORATION: JAPAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3298728	COMPANY OF HEROES	
Registration Number:	4086135	RELIC	
CORRESPONDENCE DATA			
Fax Number:	6172274420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6172390419		
Email:	trademark@edwardswildman.com,pconannon@edwardswildman.com		
Correspondent Name:	Patrick J. Concannon		
Address Line 1:	Edwards Wildman Palmer LLP		
Address Line 2:	F.D.R. Station, P.O. Box 130		
Address Line 4:	New York, NEW YORK 10150		
ATTORNEY DOCKET NUMBER:	309295-4100		
DOMESTIC REPRESENTATIVE			

900267056

TRADEMARK
 REEL: 005117 FRAME: 0090

CH \$65.00 3298728

Name: Patrick J. Concannon
Address Line 1: Edwards Wildman Palmer LLP
Address Line 2: F.D.R. Station, P.O. Box 130
Address Line 4: New York, NEW YORK 10150

NAME OF SUBMITTER:	Patrick J. Concannon
Signature:	/PJC/
Date:	09/25/2013

Total Attachments: 4
source=THQ - SEGA Trademark Assignment#page1.tif
source=THQ - SEGA Trademark Assignment#page2.tif
source=THQ - SEGA Trademark Assignment#page3.tif
source=THQ - SEGA Trademark Assignment#page4.tif

TRADEMARK ASSIGNMENT

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 Sega Corporation, a Japanese corporation (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:

ASSIGNEE:

THQ Inc.

Segs Corporation

By: [Signature]
Name: John Cheng
Title: Authorized Representative

By: [Signature]
Name: John Cheng
Title: Authorized Representative

THQ Wireless Inc.

By: [Signature]
Name: Edward Kaufman
Title: Director

Volition, Inc.

By: [Signature]
Name: Edward Kaufman
Title: Director

Vigil Games, Inc.

By: [Signature]
Name: Edward Kaufman
Title: Director

TRADEMARK ASSIGNMENT SCHEDULE

Owner	Country	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date
THQ Inc.	China	COMPANY OF HEROES & DESIGN (Design plus character(s))	Registered	6577021	4-Mar-08	6577021	28-Apr-10
THQ Inc.	Canada	COMPANY OF HEROES (BLOCK)	Registered	1207189	17-Feb-04	TMA696793	19-Sep-07
THQ Inc.	China	COMPANY OF HEROES (BLOCK)	Registered	6577019	4-Mar-08	6577019	28-Apr-10
THQ Inc.	U.S.A.	COMPANY OF HEROES (BLOCK)	Registered	78/367391	12-Feb-04	3298728	25-Sep-07
THQ Inc.	China	MISCELLANEOUS DESIGN (COMPANY OF HEROES IN CHINESE CHARACTERS) (Miscellaneous Design)	Registered	7494431	24-Jun-09	7494431	14-Dec-10
THQ Inc.	U.S.A.	RELIC (BLOCK)	Registered	85/104090	10-Aug-10	4086135	17-Jan-12