

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 |
|------------------|----------|----------------|-----------------------|
| Epic Games, Inc. | | 01/21/2014 | CORPORATION: MARYLAND |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------|
| Name: | Microsoft Corporation |
| Street Address: | One Microsoft Way |
| City: | Redmond |
| State/Country: | WASHINGTON |
| Postal Code: | 98052 |
| Entity Type: | CORPORATION: WASHINGTON |

PROPERTY NUMBERS Total: 27

| Property Type | Number | Word Mark |
|----------------------|---------|--------------|
| Registration Number: | 3743147 | GEARS OF WAR |
| Registration Number: | 3327721 | GEARS OF WAR |
| Registration Number: | 3510191 | GEARS OF WAR |
| Registration Number: | 3581751 | GEARS OF WAR |
| Registration Number: | 3327330 | GEARS OF WAR |
| Registration Number: | 3743148 | GEARS OF WAR |
| Registration Number: | 3327331 | GEARS OF WAR |
| Registration Number: | 3617140 | GEARS OF WAR |
| Registration Number: | 3819130 | GEARS OF WAR |
| Registration Number: | 3022153 | GEARS OF WAR |
| Registration Number: | 3459532 | GEARS OF WAR |
| Registration Number: | 3570675 | GEARS OF WAR |
| Registration Number: | 4180578 | GEARS OF WAR |
| Registration Number: | 3617137 | GEARS OF WAR |

OP \$690.00 3743147

| | | |
|----------------------|---------|--------------|
| Registration Number: | 3575999 | LOCUST |
| Registration Number: | 3576000 | MARCUS FENIX |
| Registration Number: | 3357787 | |
| Registration Number: | 3446842 | |
| Registration Number: | 3327735 | |
| Registration Number: | 3446846 | |
| Registration Number: | 3617141 | |
| Registration Number: | 3360762 | |
| Registration Number: | 3360765 | |
| Registration Number: | 3446843 | |
| Registration Number: | 3446845 | |
| Registration Number: | 3574078 | |
| Registration Number: | 3574079 | |

CORRESPONDENCE DATA

Fax Number: 2063599000
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 206 359-9000
Email: pctrademarks@perkinscoie.com
Correspondent Name: Grace Han Stanton / Perkins Coie LLP
Address Line 1: 1201 Third Avenue, Suite 4900
Address Line 4: Seattle, WASHINGTON 98101-3099

| | |
|-------------------------|-------------------------------------|
| ATTORNEY DOCKET NUMBER: | 41826 - GOW ASSIGNMENT |
| NAME OF SUBMITTER: | Grace Han Stanton, Perkins Coie LLP |
| Signature: | /Grace Han Stanton/ |
| Date: | 01/31/2014 |

Total Attachments: 6
source=TM Assignment Agmt (executed)_Redacted for USA#page1.tif
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "**Assignment**") is made and entered into on January 21, 2014 ("**Effective Date**"), by and between Microsoft Corporation, a Washington corporation ("**Buyer**"), and Epic Games, Inc., a Maryland corporation ("**Seller**"), pursuant to that certain Asset Purchase Agreement, dated as of January 21, 2014 by and between Buyer and Seller (the "**Purchase Agreement**"). Buyer and Seller agree as follows:

1. Definitions. In addition to terms defined elsewhere in this Assignment or in the Purchase Agreement, the following terms will have the following specified meanings:

"**Trademarks**" means any trademark, trade name, service mark, tagline, slogan, logo, logotype, design, image, graphic, artwork, word, trade dress, character, name, any identifiers of any of the foregoing, and any other indicia of source or origin, in each case that is part of the Seller-Owned IP, whether registered or unregistered, including, without limitation, those listed on the attached **Exhibit A**.

2. Trademark Assignment. As of the Effective Date, Seller hereby perpetually, irrevocably and unconditionally assigns, transfers and contributes to Buyer all of its right, title and interest in and to the Trademarks, including all intellectual property rights in the Trademarks, whether such rights are registered or not, and the right to recover for damages and profits and all other remedies for past infringements thereof; and any and all goodwill associated with the Trademarks.

3. Covenant. Seller shall not use, apply for, or register, or cause or assist any third party to use, apply for, or register, any trademark, service mark, design mark, or any other indicia of source origin that is confusingly similar to any of the Trademarks anywhere in the world.

4. Additional Actions. At any time after the date of this Assignment, at Buyer's request and expense, Seller will execute and deliver to Buyer such other instruments and documents, and take such other actions as Buyer may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment.

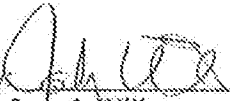
5. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

6. Entire Agreement. This Assignment and the Purchase Agreement, together with the documents referenced herein and therein, and the attached Exhibits constitute the entire agreement, and supersede any and all prior agreements, whether written or oral, with regard to the Trademarks. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Assignment to be made and executed by duly authorized officers.


EPIC GAMES, INC.

By 
Joseph Wilbur
Vice President of Business Affairs

{SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT}

IN WITNESS WHEREOF, the parties have caused this Assignment to be made and executed by duly authorized officers.

MICROSOFT CORPORATION








By: 
Keith Dolliver
Assistant Secretary





[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

**EXHIBIT A
TO
TRADEMARK ASSIGNMENT AGREEMENT**

TRADEMARKS

| Mark | Design Image | Country | Class | App. Date App. No. | Reg. Date Reg. No. | Renewal Date | Status |
|----------------------|--------------|---------------|-------|-------------------------|------------------------|-----------------|------------|
| NORTH AMERICA | | | | | | | |
| GEARS OF WAR | | United States | 6 | 30-SEP-2008 77581832 | 26-JAN-2010 3743147 | 26-JAN-2020 | REGISTERED |
| GEARS OF WAR | | United States | 9 | 02-MAY-2006 78874093 | 30-OCT-2007 3327721 | 30-OCT-2017 | REGISTERED |
| GEARS OF WAR | | United States | 9 | 17-FEB-2006 78980479 | 30-SEP-2008 3510191 | 30-SEP-2018 | REGISTERED |
| GEARS OF WAR | | United States | 9 | 17-FEB-2006 78817286 | 24-FEB-2009 3581751 | 24-FEB-2019 | REGISTERED |
| GEARS OF WAR | | United States | 9 | 15-FEB-2006 78815456 | 30-OCT-2007 3327330 | 30-OCT-2017 | REGISTERED |
| GEARS OF WAR | | United States | 14 | 30-SEP-2008 77581841 | 26-JAN-2010 3743148 | 26-JAN-2020 | REGISTERED |
| GEARS OF WAR | | United States | 16 | 15-FEB-2006 78815470 | 30-OCT-2007 3327331 | 30-OCT-2017 | REGISTERED |
| GEARS OF WAR | | United States | 16 | 19-FEB-2008 77400150 | 05-MAY-2009 3617140 | 05-MAY-2019 | REGISTERED |
| GEARS OF WAR | | United States | 16 | 30-SEP-2008 77581845 | 13-JUL-2010 3819130 | 13-JUL-2020 | REGISTERED |
| GEARS OF WAR | | United States | 16 | 09-FEB-2004 78976400 | 29-NOV-2005 3022153 | 29-NOV-2015 | REGISTERED |
| GEARS OF WAR | | United States | 25 | 15-FEB-2006 78815490 | 01-JUL-2008 3459532 | 01-JUL-2018 | REGISTERED |
| GEARS OF WAR | | United States | 25 | 30-NOV-2007 77340754 | 03-FEB-2009 3570675 | 03-FEB-2019 | REGISTERED |
| GEARS OF WAR | | United States | 28 | 13-MAY-2011 85320692 | 24-JUL-2012 4180578 | 24-JUL-2022 | REGISTERED |
| GEARS OF WAR | | United States | 28 | 18-FEB-2008 77399292 | 05-MAY-2009 3617137 | 05-MAY-2019 | REGISTERED |
| LOCUST | | United States | 28 | 11-JUL-2008 77520357 | 17-FEB-2009 3575999 | 17-FEB-2019 | REGISTERED |
| MARCUS FENIX | | United States | 28 | 11-JUL-2008 77520372 | 17-FEB-2009 3576000 | 17-FEB-2019 | REGISTERED |

| Mark | Design Image | Country | Class | App. Date App. No. | Reg. Date Reg. No. | Renewal Date | Status |
|--|---|------------------|-------|-------------------------|------------------------|-----------------|------------|
| Design Only (crimson omen) (black and white) |  | United States | 9 | 03-MAY-2006 78875380 | 18-DEC-2007 3357787 | 18-DEC-2017 | REGISTERED |
| Design Only (crimson omen) (black and white) |  | United States | 9 | 03-MAY-2006 78875350 | 10-JUN-2008 3446842 | 10-JUN-2018 | REGISTERED |
| Design Only (crimson omen) (color) |  | United States | 9 | 04-MAY-2006 78876219 | 30-OCT-2007 3327735 | 30-OCT-2017 | REGISTERED |
| Design Only (crimson omen) (color) |  | United States | 9 | 04-MAY-2006 78876412 | 10-JUN-2008 3446846 | 10-JUN-2018 | REGISTERED |
| Design Only (crimson omen) (black and white) |  | United States | 16 | 19-FEB-2008 77400180 | 05-MAY-2009 3617141 | 05-MAY-2019 | REGISTERED |
| Design Only (crimson omen) (black and white) |  | United States | 16 | 03-MAY-2006 78875353 | 25-DEC-2007 3360762 | 25-DEC-2017 | REGISTERED |
| Design Only (crimson omen) (color) |  | United States | 16 | 04-MAY-2006 78876216 | 25-DEC-2007 3360765 | 25-DEC-2017 | REGISTERED |

| Mark | Design Image | Country | Class | App. Date App. No. | Reg. Date Reg. No. | Renewal Date | Status |
|--|--|------------------|------------|-------------------------|------------------------|-----------------|------------|
| Design Only (crimson omen) (black and white) |  | United States | 25 | 03-MAY-2006 78875358 | 10-JUN-2008 3446843 | 10-JUN-2018 | REGISTERED |
| Design Only (crimson omen) (color) |  | United States | 25 | 04-MAY-2006 78876305 | 10-JUN-2008 3446845 | 10-JUN-2018 | REGISTERED |
| Design Only (crimson omen) (black and white) |  | United States | 28 | 03-MAY-2006 78875362 | 10-FEB-2009 3574078 | 10-FEB-2019 | REGISTERED |
| Design Only (crimson omen) (color) |  | United States | 28 | 04-MAY-2006 78876342 | 10-FEB-2009 3574079 | 10-FEB-2019 | REGISTERED |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
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| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |