

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306143

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THQ Inc.		05/30/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gearbox Software, LLC		
<b>Street Address:</b>	101 East Park Blvd., Suite 1200		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75074		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1879920	HOMEWORLD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2144530810		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2144779098		
<b>Email:</b>	tim@ackermannlaw.com		
<b>Correspondent Name:</b>	Timothy G Ackermann		
<b>Address Line 1:</b>	701 Commerce St. Suite 400		
<b>Address Line 4:</b>	Dallas, TEXAS 75202		
<b>ATTORNEY DOCKET NUMBER:</b>	043-002		
<b>NAME OF SUBMITTER:</b>	Timothy G. Ackermann		
<b>SIGNATURE:</b>	/Timothy G Ackermann/		
<b>DATE SIGNED:</b>	05/30/2014		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment Agreement") is made as of May 30, 2013 by and among THQ Inc., a Delaware corporation ("THQ" or "ASSIGNOR"), and Gearbox Software, LLC (hereinafter "ASSIGNEE"). ASSIGNOR and ASSIGNEE are sometimes herein referred to collectively as the "Parties" and each individually as a "Party."

WHEREAS, ASSIGNOR and ASSIGNEE entered into a certain Asset Purchase Agreement dated as of April 19, 2013 (the "APA");

WHEREAS, pursuant to the APA, ASSIGNOR agreed to convey its 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, ASSIGNOR 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, ASSIGNOR and ASSIGNEE hereby agree:

ASSIGNOR hereby confirms that it hereby sells, assigns, and transfers to ASSIGNEE, its successors and assigns, all of ASSIGNOR's 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.

ASSIGNOR hereby agrees and undertakes 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 ASSIGNOR.

ASSIGNOR hereby authorizes and requests 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, ASSIGNOR and ASSIGNEE have caused this Assignment Agreement to be executed by its duly authorized representatives as of the date first set forth above.

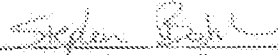
ASSIGNOR:

ASSIGNEE:

THQ Inc.

Gearbox Software, LLC

By:   
Name: Edward E. Kirby  
Title: President

By:   
Name: Stephen Bahl  
Title: CFO

TRADEMARK ASSIGNMENT SCHEDULE

Owner	Country	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date
THQ Inc.	Australia	HOMEWORLD (BLOCK)	Registered	806557	9-Sep-99	806557	3-Nov-00
THQ Inc.	Brazil	HOMEWORLD (BLOCK)	Registered	822007657	14-Sep-99	822007657	14-Oct-03
THQ Inc.	European Community	HOMEWORLD (BLOCK)	Registered	001283886	19-Aug-99	001283886	17-Nov-00
THQ Inc.	Hong Kong	HOMEWORLD (BLOCK)	Registered	12492/99	10-Sep-99	2000808377	15-Jun-00
THQ Inc.	Korea, Republic of	HOMEWORLD (BLOCK)	Registered	40-1999- 33873	11-Sep-99	483632	15-Dec-00
THQ Inc.	New Zealand	HOMEWORLD (BLOCK)	Registered	316015	9-Sep-99	316015	9-Mar-00
THQ Inc.	U.S.A.	HOMEWORLD (BLOCK)	Registered	74/499006	10-Mar-94	1879920	21-Feb-95

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