

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315550

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bankruptcy Court		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
38 Studios, LLC et al (Richard J. Land "Receiver")		12/20/2013	LIMITED LIABILITY COMPANY: DELAWARE
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: 5			
Property Type	Number	Word Mark	
Registration Number:	3383445	RISE OF LEGENDS	
Registration Number:	3446528	RISE OF LEGENDS	
Registration Number:	3383443	RISE OF LEGENDS	
Registration Number:	2765721	RISE OF NATIONS	
Registration Number:	2980035	RISE OF NATIONS	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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>			
Phone:	206-359-8000		
Email:	pctrademarks@perkinscoie.com, sstewart@perkinscoie.com		
Correspondent Name:	Grace Han Stanton of Perkins Coie LLP		
Address Line 1:	1201 Third Ave.		
Address Line 2:	Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	41826-7079		
NAME OF SUBMITTER:	Regan T. Roth of Perkins Coie LLP		
SIGNATURE:	/Reagan T. Roth/		
DATE SIGNED:	08/28/2014		

OP \$140.00 3383445

Total Attachments: 7

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STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

Rhode Island Economic	:	
Development Corporation	:	
<i>Plaintiff</i>	:	Administratively Consolidated
	:	P.B. No. 12-4095
vs.	:	P.B. No. 12-4096
	:	P.B. No. 12-4097
38 Studios, LLC et al	:	P.B. No. 12-4098
<i>Defendants</i>	:	

**ORDER ON RECEIVER'S PETITION TO SELL INTELLECTUAL PROPERTY
AND RELATED PERSONAL PROPERTY**

The above captioned matter having come before the Court on the ex parte Receiver's Petition to Sell Intellectual Property and Related Personal Property Subject to Compliance with Bidding Procedures, it is hereby:

ORDERED, ADJUDGED AND DECREED

1. That the Bidding Procedures set forth in the Receiver's Petition are hereby approved;
2. That the Receiver is hereby authorized and directed to sell the Assets to the bidder(s) making the highest and best offer(s) for the Assets as determined by the Receiver in accordance with the approved Bidding Procedures, free and clear of all security interests, liens, encumbrances, claims and interests, including but not limited to, all statutory liens and claims, and all security interests, liens, encumbrances, claims and interests against the Assets, including but not limited to, all statutory liens or other claims, are hereby transferred to the proceeds thereof in the same priority as prior to such transfer;

SUPERIOR COURT
FILED
HENRY S. KINCH JR., CLERK

2013 NOV -8 A 8: 52

**TRADEMARK
REEL: 005353 FRAME: 0952**

3. That the Court finds and hereby rules that the sale of the Assets in accordance with the Bidding Procedures is fair and commercially reasonable, that the Assets have been marketed in a fair and commercially reasonable manner, and that all of the terms and conditions of said sale as described in the Bidding Procedures are fair and commercially reasonable.

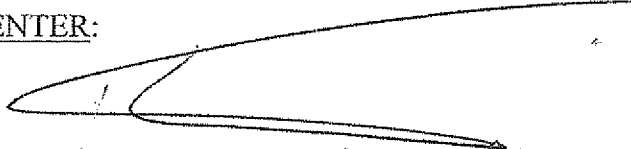
4. That the Receiver is hereby authorized to execute and deliver any and all documents, including but not limited to, Receiver's Bills of Sale and Assignments in the forms as attached to the Bidding Procedures, conveying all of his right, title and interest as Permanent Receiver in and to the Assets, free and clear of all security interests, liens, encumbrances, claims and interests, including but not limited to, all statutory and other claims, and to take all other actions reasonably necessary to effectuate this Order and to consummate the sale of the Assets in accordance with the Bidding Procedures.

5. That all security interests, liens, encumbrances, claims and interests asserted against the Assets are hereby declared to be released and discharged with respect to the Assets upon consummation of the sale of the Assets in accordance with the Bidding Procedures.

6.

ENTER:

Associate Justice
Dated:


Silverstein
11/8/2013

BY ORDER:


Jeanne Rinaldi, Deputy Clerk
Clerk, Superior Court

11-8-2013

BILL OF SALE

For and in consideration of **REDACTED** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged (the "Purchase Price"), Richard J. Land, Receiver (the "Receiver") of 38 Studios, LLC, 38 Studios Baltimore LLC (d/b/a Big Huge Games), Mercury Project, LLC and Precision Jobs, LLC (collectively, "Seller"), by the authority vested in the Receiver by Order of the Superior Court of the State of Rhode Island, Providence County, entered on the 8th day of November, 2013, in those administratively consolidated receivership proceedings captioned as Rhode Island Economic Development Corporation vs. 38 Studios, LLC, et al., P.B. No. 12-4095, P.B. No. 12-4096, P.B. No. 12-4097, P.B. No. 12-4098 (the "Receivership"), does hereby sell, transfer, convey, assign and deliver to Microsoft Corporation (the "Buyer"), all of the Receiver's right, title and interest in and to the personal property identified as Lot 2 on the schedule attached hereto as Exhibit A (the "Purchased Assets").

Except as otherwise stated herein, neither the Receiver, the Seller, the Rhode Island Economic Development Corporation, any secured creditor of Seller, nor any of their respective advisors, agents, professionals, attorneys, employees, officers or directors, make any representation or warranty, express or implied, with respect to condition, design, or quality of the Purchased Assets; fitness of the Purchased Assets for use or for a particular purpose; merchantability of the Purchased Assets; compliance of the Purchased Assets with the requirements of any laws, rules, specifications or contracts pertaining thereto; license infringement; patent infringement; latent defects; the quality of the material or workmanship of the Purchased Assets; the operation, use, or performance of the Purchased Assets; or any other representation or warranty of any kind, express or implied, with respect to the Purchased Assets. Without limiting the generality of the foregoing, neither the Receiver, the Seller, the Rhode Island Economic Development Corporation, any secured creditor of Seller, nor any of their respective advisors, agents, professionals, attorneys, employees, officers or directors, make any representations or warranties, express or implied as to any matter whatsoever relating to any rights, claims and interest related to any of the Purchased Assets that may be subject, or at one time were subject, to a third-party license with the Seller ("Licensed Assets").

Buyer also acknowledges that, except as otherwise stated herein, neither the Receiver, the Seller, the Rhode Island Economic Development Corporation, any secured creditor of Seller, nor any of their respective advisors, agents, professionals, attorneys, employees, officers or directors, has made any representation or warranty of any kind, nature or description, express or implied, with respect to the operation, use or performance of the Purchased Assets, including without limitation the Licensed Assets. Neither the Receiver, the Seller, the Rhode Island Economic Development Corporation, any secured creditor of Seller, nor any of their advisors, agents, professionals, attorneys, employees, officers or directors, shall have any liability to Buyer or any person whomsoever (including subsequent purchasers of the Purchased Assets, including without limitation the Licensed Assets) for any claim, loss, damage or expense (including attorneys' fees) of any kind or nature, whether special, consequential, economic or otherwise, caused or alleged to be

caused directly or indirectly, incidentally or consequentially, by the Purchased Assets, including without limitation the Licensed Assets or any part thereof or parts therefrom, by any inadequacy of the Purchased Assets, including without limitation the Licensed Assets, or defect or deficiency therein, by any incident whatsoever arising in strict liability or otherwise from Buyer's negligence or otherwise, or for any loss of business or damage whatsoever and howsoever caused, or arising out of this Bill of Sale or the Purchased Assets, including without limitation the Licensed Assets.

Notwithstanding anything to the contrary herein: (a) the Receiver has not received any notice or other communication from any party that (i) that the Purchased Assets, or the use of the Purchased Assets by Seller or Receiver prior to the date of this Bill of Sale, have infringed upon, misappropriated or otherwise violated any intellectual property right of any other Person or (ii) Seller, or any of Seller's employees or independent contractors, have infringed upon, misappropriated or violated any intellectual property or intellectual property right of another Person that in any way relates to the Purchased Assets; and (b) except for the Receivership and the Bankruptcy Proceedings, no claim or proceeding involving any or all of the Purchased Assets is pending or, to the knowledge of the Receiver, has been initiated or threatened. The term "Bankruptcy Proceedings" means those certain administratively consolidated bankruptcy matters filed in the United States Bankruptcy Court for the District of Delaware captioned In re: 38 Studios LLC, et al., Case Nos. 12-11743, 12-11744, 12-11745, and 12-11746.

Any and all storage charges, data charges, access charges or other similar costs and/or expenses incurred or occurring after December 20, 2013, and all data transfer, transportation and shipping charges shall be borne by the Buyer. The Buyer shall, in addition to the other amounts payable hereunder, pay all sales, use and other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transaction contemplated herein, other than taxes charged upon or by reference to the overall net income or profits Seller.

Removal of the Purchased Assets from the premises at which they are located shall be subject to and undertaken in accordance with the Bidding Procedures.

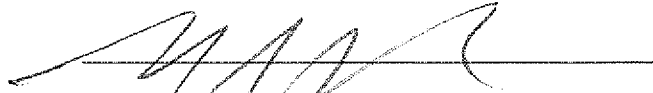
This Bill of Sale shall be governed by and interpreted in accordance with the laws of the State of Rhode Island, without giving effect to its choice of law provisions.

Seller, and its successors and assigns, and the Receiver shall execute and deliver to the Buyer any reasonably necessary further documents or instruments and shall take any reasonable actions which may be necessary to effect the transactions contemplated by this Bill of Sale; provided that, the Receiver's obligations hereunder shall terminate upon the entry of a Final Judgment and Order in the Receivership.

This Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this Bill of Sale

by facsimile or electronic mail (with signature visible) shall be as effective as delivery of a manually executed counterpart of this Bill of Sale.

IN WITNESS WHEREOF, the Receiver has duly executed this Bill of Sale effective as of December 20, 2013.

A handwritten signature in black ink, appearing to read 'R. Land', is written over a horizontal line.

Richard J. Land, as and only as
Receiver of 38 Studios, LLC, 38
Studios Baltimore LLC (d/b/a Big Huge
Games), Mercury Project, LLC and
Precision Jobs, LLC, and not
individually

ACKNOWLEDGEMENT OF RECEIPT OF
BILL OF SALE AND ASSETS

The undersigned hereby acknowledges receipt of the executed original foregoing Receiver's Bill of Sale.

The undersigned further acknowledges and agrees that any and all disputes regarding the Bill of Sale, the Bidding Procedures and/or the sale of the Purchased Assets, or any issues related thereto, shall be resolved exclusively by the Superior Court of the State of Rhode Island, after reasonable notice to the Receiver and the Buyer with an opportunity to be heard, and Buyer hereby consents to the personal jurisdiction of the Superior Court of the State of Rhode Island for said purposes.

MICROSOFT CORPORATION

By 

Its duly authorized representative

Dated: 12/17/2013

Julie Larson-Green

Exhibit A

Lot 2 - "Rise of Nations"

This lot consists of **Rise of Nations**, **Rise of Nations: Thrones and Patriots**, **Rise of Legends** and **Rise of Nations: Tactics**. Rise of Nations, and its expansion pack, Rise of Nations: Thrones and Patriots, are widely considered classics in the strategy video game genre. Rise of Legends is the spiritual successor to Rise of Nations, and is set in a distinctive "steampunk" universe. Rise of Nations: Tactics is the completed but unreleased Rise of Nations videogame for mobile platforms. A purchaser will receive all source code and object code, and all music, art and other development assets. Subject to the rights of the purchaser of Lot 7 (the lot consisting of the "Big Huge Games" trademarks), a purchaser will also receive intellectual property rights in the form of world-wide trademark applications and registrations and common law copyrights in the characters, landscapes, screen images, etc. In conjunction with these rights, a purchaser shall be free to develop derivative works including expansions (subject to a royalty payable to Microsoft), sequels, spin-offs or other subsequent works, but excepting ports or substantial recreations of Rise of Nations, Rise of Nations: Thrones and Patriots, and Rise of Legends. The sale of this lot is subject to the applicable rights of third parties, including Microsoft's continuing publishing rights for the original title and the middleware and other technology licenses described in further detail in the background documentation contained on the VDR. To the extent this lot includes code underlying the Big Huge Engine, such rights to that code shall be non-exclusive and subject to the rights of other purchasers of certain lots.