

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331825

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900313863		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Activision Publishing, Inc.		01/19/2015	CORPORATION: DELAWARE
Blizzard Entertainment, Inc.		01/19/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street		
Internal Address:	14th Floor, Mail Code: TX1-492-14-06		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86434530	OVERWATCH	
Serial Number:	86447180		
CORRESPONDENCE DATA			
Fax Number:	3102552152		
<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:	3102552000		
Email:	tm@activision.com		
Correspondent Name:	Neil Yang		
Address Line 1:	Activision Legal Department		
Address Line 4:	Santa Monica, CALIFORNIA 90405		
ATTORNEY DOCKET NUMBER:	SECURITY AGREEMENT		
NAME OF SUBMITTER:	Neil Yang		
SIGNATURE:	/Neil Yang/		
DATE SIGNED:	02/11/2015		
Total Attachments: 5			

source=2014 Q4 - Trademark Supp. (executed)#page1.tif
source=2014 Q4 - Trademark Supp. (executed)#page2.tif
source=2014 Q4 - Trademark Supp. (executed)#page3.tif
source=2014 Q4 - Trademark Supp. (executed)#page4.tif
source=2014 Q4 - Trademark Supp. (executed)#page5.tif

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of January 19, 2015 (this "Agreement") among ACTIVISION BLIZZARD, INC., a Delaware corporation located at 3100 Ocean Park Blvd., Santa Monica, CA 90405 (the "Borrower"), the other Grantors identified herein and BANK OF AMERICA, N.A., as Collateral Agent for the Secured Parties.

Reference is made to the Security Agreement dated as of October 11, 2013 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the other Grantors identified therein and who from time to time become a party thereto and the Collateral Agent. The Secured Parties' agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement dated as of October 11, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, BANK OF AMERICA, N.A., as Administrative Agent, Collateral Agent, Swing Line Lender, and L/C Issuer, and each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"). The Guarantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and the performance of obligations by the Hedge Banks under any Secured Hedge Agreements and Treasury Services Agreement and the undersigned Grantor are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Hedge Banks to enter in to such Secured Hedge Agreements and Treasury Services Agreements.

Pursuant to Section 6.11(a) of the Credit Agreement and Section 3.03(f)(v) of the Security Agreement, the Grantors are required to notify the Collateral Agent of any additional applications for or registrations of Intellectual Property of such Grantor not previously disclosed to the Collateral Agent and deliver to the Collateral Agent at such time short form security agreements with respect to such Intellectual Property in appropriate form for filing with the USPTO or USCO, as applicable, and file such agreements with the USPTO or USCO, as applicable.

Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. Form of Agreement. The parties acknowledge that this Agreement meets the requirements of Section 6.11(a) of the Credit Agreement and Section 3.03(f)(v) of the Security Agreement as to form.

Section 3. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guarantees, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does pledge to the Collateral Agent for the benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Supplemental Trademark Collateral"):

All trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers protected under the laws of the United States or any state or political subdivision thereof set forth on Schedule I hereto, all registrations

and recordings thereof, all registration and recording applications filed in connection therewith in the USPTO, and all renewals thereof, and all goodwill connected with the use thereof and symbolized thereby; *provided* that the grant of security interest shall not include any "intent-to-use" trademark applications prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto.

Section 4. Termination. This Agreement and the security interest granted hereby shall automatically terminate with respect to all of a Grantor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Supplemental Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Collateral Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Supplemental Trademark Collateral.

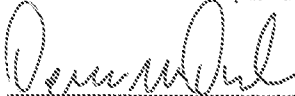
Section 5. Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.


Section 7. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject to the Intercreditor Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

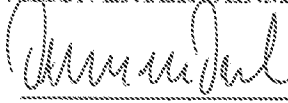
ACTIVISION BLIZZARD, INC., as Borrower

By: 
Name: Dennis Durkin
Title: Chief Financial Officer

ACTIVISION PUBLISHING, INC.

By: 
Name: Dennis Durkin
Title: Chief Financial Officer

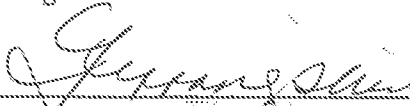
ACTIVISION ENTERTAINMENT HOLDINGS, INC.

By: 
Name: Dennis Durkin
Title: Chief Financial Officer

BLIZZARD ENTERTAINMENT, INC.

By: _____
Name: Eric Roeder
Title: General Counsel

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Tiffany Chin
Title: Assistant Vice President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ACTIVISION BLIZZARD, INC., as Borrower

By: _____
Name: Dennis Durkin
Title: Chief Financial Officer

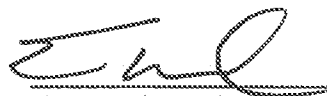
ACTIVISION PUBLISHING, INC.

By: _____
Name: Dennis Durkin
Title: Chief Financial Officer

ACTIVISION ENTERTAINMENT HOLDINGS, INC.

By: _____
Name: Dennis Durkin
Title: Chief Financial Officer

BLIZZARD ENTERTAINMENT, INC.

By:  _____
Name: Eric Roeder
Title: General Counsel

BANK OF AMERICA, N.A.
as Collateral Agent

By: _____
Name:
Title:

Schedule I to
Trademark Security Agreement Supplement

Supplemental Trademark Collateral

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Status	Record Owner
OVERWATCH	(86434530)	(24-Oct-2014)	Pending	Blizzard Entertainment, Inc.
OVERWATCH logo (black and white)	(86447180)	(06-Nov-2014)	Pending	Blizzard Entertainment, Inc.