

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBISOFT ENTERTAINMENT SARL		03/26/2015	LIMITED LIABILITY COMPANY: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	UBISOFT REFLECTIONS LTD		
Street Address:	Newcastle Business Park		
Internal Address:	Victoria House Hampshire Court		
City:	Newcastle Upon Tyne		
State/Country:	UNITED KINGDOM		
Postal Code:	NE4 7YJ		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4303821	TOM CLANCY'S	
Registration Number:	3400011	WORLD IN CONFLICT	
Registration Number:	3759973	TOM CLANCY'S	
Registration Number:	4237987	TOM CLANCY'S	
Registration Number:	3975015	TOM CLANCY'S	
Registration Number:	3759972	TOM CLANCY'S	
Registration Number:	3759971	TOM CLANCY'S	
Registration Number:	2602222		
Registration Number:	2569151	MASSIVE ENTERTAINMENT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademark.domainname@ubisoft.com		
Correspondent Name:	UBISOFT DIVERTISSEMENTS INC.		
Address Line 1:	5505 St-Laurent Blvd		
Address Line 2:	Suite 5000		
Address Line 4:	Montreal, QC, CANADA H2T 1S6		

OP \$240.00 4303821

NAME OF SUBMITTER:	Yves Guillemot
SIGNATURE:	/yg/
DATE SIGNED:	04/13/2015
Total Attachments: 5 source=LUX01_2015 03 26#page1.tif source=LUX01_2015 03 26#page2.tif source=LUX01_2015 03 26#page3.tif source=LUX01_2015 03 26#page4.tif source=LUX01_2015 03 26#page5.tif	

EXHIBIT 3 -- TRADEMARK ASSIGNMENT

This Assignment of trademarks and service marks (the "Assignment") is executed, acknowledged and delivered by **UBISOFT ENTERTAINMENT SARL**, a Luxembourgian limited liability company, with its registered office 15-17 avenue Guillaume – L. 1651 Luxembourg (referred to as "Assignor") to **UBISOFT REFLECTIONS LTD**, a UK private limited company, having its registered office Victoria House – Hampshire Court – Newcastle Business Park – Newcastle upon Tyne – Tyne and Wear – NE4 7YJ – Great Britain, (referred to as "Assignee"), in accordance with, and pursuant to the terms and conditions of, the Asset Purchase Agreement dated as of March 26th, 2015, between Assignor and Assignee (the "APA"). Unless otherwise defined herein, capitalized terms used herein shall have the meaning given to such terms in the APA.

WHEREAS, the Assignor has adopted, used, is using, or intends or intended to use certain trademarks and service marks registered in the United States Patent and Trademark Office or trademark registries in other jurisdictions, and other trademarks and service marks not so registered, including, but not limited to, common law trademarks and service marks that arise in connection with the Property (collectively, as set forth in Schedule 1 hereto and incorporated herein by reference, the "Marks"); and

WHEREAS, Assignee desires to acquire all right, title and interest of Assignor in, to and under the Marks and the goodwill with which they are associated and which is symbolized by the Marks;

NOW, THEREFORE, pursuant and subject to the APA and in consideration of the payment made by Assignee thereunder as of the Effective Date, the additional payment of One Hundred US Dollars (\$100), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee hereby accepts, all rights, title and interests in, to and under the following intellectual property assets and rights free and clear of encumbrances whatsoever:

- (i) all Marks throughout the world (including all registrations and applications for registration thereof) for use in Games and Ubisoft Derivatives, solely excluding *hardcover* books under International Class 016 for Marks using Clancy's name;
- (ii) the goodwill with which the Marks are associated throughout the world for use in Games and Ubisoft Derivatives and which is symbolized thereby;
- (ii) all rights to apply for registrations for any such Marks for use in Games and Ubisoft Derivatives pursuant to and as set forth in the APA, and any other rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and
- (iii) all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Marks for use in Games and Ubisoft Derivatives, including, without limitation, the right to compromise, sue for, and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns (actual or deemed) or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

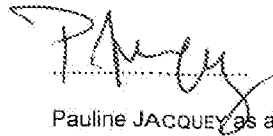
Assignor hereby agrees that it shall, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to render effective this assignment and vest in Assignee beneficial and record title to the rights, title and interests herein granted to the Marks, and to put Assignee in actual possession and operating control of such rights, title and interests to the Marks.

All representations and warranties in the APA with respect to the interests assigned hereby are incorporated herein by reference.

This Assignment shall be binding upon Assignor and its successors and assigns (actual or deemed) and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns (actual or deemed). Assignee shall have the right to assign this Assignment at its sole discretion.

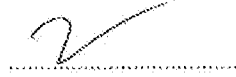
IN WITNESS WHEREOF, the Assignors have caused this Assignment to be duly executed as of this 26th day of March, 2015.

Signed as a deed by Pauline JACQUEY as attorney for the
Transferor, UBISOFT ENTERTAINMENT SARL, under a power of
attorney dated 25th March, 2015



Pauline JACQUEY as attorney for UBISOFT
ENTERTAINMENT SARL

in the presence of:



SIGNATURE OF WITNESS

David Jenkins

NAME OF WITNESS

Clu Watson Burton LLP

ADDRESS OF WITNESS

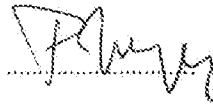
1 ST JAMES GATE

NEWCASTLE

SOLICITOR

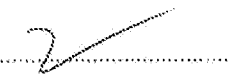
OCCUPATION OF WITNESS

Signed as a deed by Pauline JACQUEY as Managing
Director of the Purchaser, UBISOFT REFLECTIONS LTD



Pauline JACQUEY as Managing Director
of UBISOFT REFLECTIONS LTD

in the presence of:



SIGNATURE OF WITNESS

Clu Watson Burton LLP

NAME OF WITNESS

David Jenkins

ADDRESS OF WITNESS

1 ST JAMES GATE

NEWCASTLE

SOLICITOR

OCCUPATION OF WITNESS

SCHEDULE 1

Marks

- TRADEMARKS AND SERVICE MARKS NOT SO REGISTERED, INCLUDING, BUT NOT LIMITED TO, COMMON LAW TRADEMARKS AND SERVICE MARKS THAT ARISE IN CONNECTION WITH THE PROPERTY
- TRADEMARKS AND SERVICE MARKS APPLICATIONS & REGISTRATIONS
 - TRADEMARKS AND SERVICE MARKS APPLICATIONS & REGISTRATIONS

MARK	COUNTRY	OWNER NAME	APPLICATION NUMBER	FILING DATE	STATUS	INT. CL.
MASS GATE	Taiwan PTO	UBISOFT ENTERTAINMENT SARL	95030633	Jun/14/2006	Registered	9, 41
MASS GATE	INPI South Korea	UBISOFT ENTERTAINMENT SARL	45-2006-2144	Jun/14/2006	Registered	9, 41
MASS GATE	China	UBISOFT ENTERTAINMENT SARL	5418209	Jun/14/2006	Registered	41
MASS GATE	China	UBISOFT ENTERTAINMENT SARL	5418210	Jun/14/2006	Registered	9
MASS GATE	Community Trademark	UBISOFT ENTERTAINMENT SARL	005131321	Jun/12/2006	Registered	9, 41
MASSGATE	China	UBISOFT ENTERTAINMENT SARL	6186400	Jul/26/2007	Registered	41
MASS GATE	Japan	UBISOFT ENTERTAINMENTS SARL	2006-061348	Jun/30/2006	Registered	9, 41
MASS GATE	New Zealand	UBISOFT ENTERTAINMENT SARL	749403	Jun/12/2006	Registered	9, 41
MASSGATE	New Zealand	UBISOFT ENTERTAINMENT SARL	772701	Jul/24/2007	Registered	9, 41
MASSGATE	Japan	UBISOFT ENTERTAINMENT SARL	2007-82706	Jul/25/2007	Registered	9, 41
MASSGATE	Community Trademark	UBISOFT ENTERTAINMENT SARL	006141675	Jul/26/2007	Registered	9, 28, 41
MASSGATE	China	UBISOFT ENTERTAINMENT SARL	6186401	Jul/26/2007	Registered	9
MASSGATE	INPI South Korea	UBISOFT ENTERTAINMENT SARL	45-2007-3069	Jul/24/2007	Registered	9, 41
MASSGATE	Taiwan PTO	UBISOFT ENTERTAINMENT SARL	96035533	Jul/26/2007	Registered	9, 41
MASSGATE	CANADA	UBISOFT ENTERTAINMENT SARL	1357841	Jul/30/2007	Registered	9, 41
MASSGATE	Australia	UBISOFT ENTERTAINMENT SARL	1118799	Jun/13/2006	Registered	9, 41
MASSIVE ENTERTAINMENT	Australia	UBISOFT ENTERTAINMENT SARL	1118801	Jun/13/2006	Registered	9, 41
MASSIVE ENTERTAINMENT	US	UBISOFT ENTERTAINMENT SARL	76026065	Apr/13/2000	Registered	9
MASSIVE ENTERTAINMENT	Taiwan PTO	UBISOFT ENTERTAINMENT SARL	95030631	Jun/14/2006	Registered	9, 41
MASSIVE ENTERTAINMENT	INPI South Korea	UBISOFT ENTERTAINMENT SARL	45-2006-0002146	Jun/14/2006	Registered	9, 41
MASSIVE ENTERTAINMENT	South Africa	UBISOFT ENTERTAINMENT SARL	2007/004425	Mar/05/2007	Registered	9
MASSIVE ENTERTAINMENT	Community Trademark	UBISOFT ENTERTAINMENT SARL	005131552	Jun/12/2006	Registered	9, 41
MASSIVE ENTERTAINMENT	China	UBISOFT ENTERTAINMENT SARL	5443079	Jun/26/2006	Registered	9
MASSIVE ENTERTAINMENT	China	UBISOFT ENTERTAINMENT SARL	5418208	Jun/14/2006	Registered	41

MARK	COUNTRY	OWNER NAME	APPLICATION NUMBER	FILING DATE	STATUS	INT. CL.
MASSIVE ENTERTAINMENT	Japan	UBISOFT ENTERTAINMENT SARL	5086741	Jun/30/2006	Registered	9, 41
MASSIVE ENTERTAINMENT (logo)	Japan	UBISOFT ENTERTAINMENT SARL	5086738	Jun/30/2006	Registered	9, 41
MASSIVE ENTERTAINMENT (logo)	China	UBISOFT ENTERTAINMENT SARL	5418207	Jun/14/2006	Registered	41
MASSIVE ENTERTAINMENT (logo)	China	UBISOFT ENTERTAINMENT SARL	5443080	Jun/26/2006	Registered	9
MASSIVE ENTERTAINMENT (logo)	Community Trademark	UBISOFT ENTERTAINMENT SARL	005998571	Jun/13/2007	Registered	9, 41
MASSIVE ENTERTAINMENT (logo)	Community Trademark	UBISOFT ENTERTAINMENT SARL	005132105	Jun/13/2006	Registered	9, 41
MASSIVE ENTERTAINMENT (logo)	INPI South Korea	UBISOFT ENTERTAINMENT SARL	45-2007-0002302	Jun/11/2007	Registered	9 41
MASSIVE ENTERTAINMENT (logo)	INPI South Korea	UBISOFT ENTERTAINMENT SARL	45-2006-0002147	Jun/14/2006	Registered	9 41
MASSIVE ENTERTAINMENT (logo)	Taiwan PTO	UBISOFT ENTERTAINMENT SARL	95030630	Jun/14/2006	Registered	9, 41
MASSIVE ENTERTAINMENT (logo)	US	UBISOFT ENTERTAINMENT SARL	76087810	Jul/11/2000	Registered	9
MASSIVE ENTERTAINMENT (logo)	CANADA	UBISOFT ENTERTAINMENT SARL	1309107	Jul/13/2006	Registered	9, 41
MASSIVE ENTERTAINMENT (logo)	Australia	UBISOFT ENTERTAINMENT SARL	1118802	Jun/13/2006	Registered	9, 41
MASSIVE ENTERTAINMENT (logo)	New Zealand	UBISOFT ENTERTAINMENT SARL	749411	Jun/12/2006	Registered	9 41
TOM CLANCY	Community Trademark	UBISOFT ENTERTAINMENT SARL	007541444	Jan/21/2009	Registered	9, 28, 41
TOM CLANCY	US	UBISOFT ENTERTAINMENT SARL	77654062	Jan/22/2009	Registered	25
TOM CLANCY	US	UBISOFT ENTERTAINMENT SARL	77654063	Jan/22/2009	Registered	28
TOM CLANCY'S	US	UBISOFT ENTERTAINMENT SARL	77654065	Jan/22/2009	Registered	41
TOM CLANCY'S	US	UBISOFT ENTERTAINMENT SARL	77654061	Jan/22/2009	Registered	16
TOM CLANCY'S	US	UBISOFT ENTERTAINMENT SARL	77654060	Jan/22/2009	Registered	9
TOM CLANCY'S	US	UBISOFT ENTERTAINMENT SARL	85518902	Jan/18/2012	Registered	16
WORLD IN CONFLICT	CANADA	UBISOFT ENTERTAINMENT SARL	1307082	Jun/27/2006	Registered	9, 41
WORLD IN CONFLICT	Australia	UBISOFT ENTERTAINMENT SARL	1118800	Jun/13/2006	Registered	9, 41
WORLD IN CONFLICT	Community Trademark	UBISOFT ENTERTAINMENT SARL	005129821	Jun/12/2006	Registered	9, 41
WORLD IN CONFLICT	US	UBISOFT ENTERTAINMENT SARL	78907411	Jun/13/2006	Registered	9, 41

MARK	COUNTRY	OWNER NAME	APPLICATION NUMBER	FILING DATE	STATUS	INT. CL.
WORLD IN CONFLICT	Taiwan PTO	UBISOFT ENTERTAINMENT SARL	95030632	Jun/14/2006	Registered	9, 41
WORLD IN CONFLICT	China	UBISOFT ENTERTAINMENT SARL	005443078	Jun/26/2006	Registered	9
WORLD IN CONFLICT	China	UBISOFT ENTERTAINMENT SARL	005418206	Jun/14/2006	Registered	41
WORLD IN CONFLICT	New Zealand	UBISOFT ENTERTAINMENT SARL	749405	Jun/12/2006	Registered	9, 41
WORLD IN CONFLICT	INPI South Korea	UBISOFT ENTERTAINMENT SARL	45-2006-0002145	Jun/14/2006	Registered	9, 41
WORLD IN CONFLICT	Japan	UBISOFT ENTERTAINMENT SARL	2006-061347	Jun/30/2006	Registered	9, 41

OTHER TRADEMARKS AND SERVICE MARK

The names, and all registered and common law trademarks, service marks and logos now in existence or which later come into existence consisting in whole or part of the names TOM CLANCY, TOM L. CLANCY, TOM CLANCY, JR., TOM L. CLANCY, JR., THOMAS CLANCY, THOMAS L. CLANCY, THOMAS CLANCY, JR., and THOMAS L. CLANCY, JR.

TRADEMARKS AND SERVICE MARKS
TOM CLANCY
TOM L. CLANCY
TOM CLANCY, JR.
TOM L. CLANCY, JR.
THOMAS CLANCY
THOMAS L. CLANCY
THOMAS CLANCY, JR.
THOMAS L. CLANCY, JR.
THE BEAR AND THE DRAGON
RED RABBIT
THE TEETH OF THE TIGER
TOM CLANCY'S SPLINTER CELL
TOM CLANCY'S SPLINTER CELL: OPERATION BARRACUDA
TOM CLANCY'S SPLINTER CELL: CHECKMATE
TOM CLANCY'S SPLINTER CELL: FALLOUT
AIRBORNE - A GUIDED TOUR OF AN AIRBORNE TASK FORCE
CARRIER - A GUIDED TOUR OF AN AIRCRAFT CARRIER
SPECIAL FORCES - A GUIDED TOUR OF U.S. ARMY SPECIAL FORCES
RAINBOW SIX
TOM CLANCY'S GHOST RECON
TOM CLANCY'S END WAR
TOM CLANCY'S AIR COMBAT