

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373551

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THQ Inc.		05/31/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NORDIC GAMES LICENSING AB		
Street Address:	OSTANVINDSGATAN 17		
City:	KARLSTAD		
State/Country:	UNITED STATES		
Postal Code:	650 05		
Entity Type:	COMPANY: SWEDEN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3062613	RHYTHM RACING	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<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:	617-646-8000		
Email:	drwtrademarks@wolfgreenfield.com		
Correspondent Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	N0547.20022US00		
DOMESTIC REPRESENTATIVE			
Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
NAME OF SUBMITTER:	Douglas R. Wolf		
SIGNATURE:	/drw/		

OP \$40.00 3062613

DATE SIGNED:	02/17/2016
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Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment Agreement") is made as of May 31, 2013 by and among THQ Inc., a Delaware corporation ("THQ" or "ASSIGNOR"), and Nordic Games Licensing AB, a Swedish company (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 22, 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 ASSIGNORS.

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.

ASSIGNORS:

ASSIGNEE:

THQ Inc.

Nordic Games Licensing AB

By: 
Name: Edward L. Kaufman
Title: President

By: _____
Name: _____
Title: _____

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.

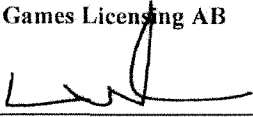
ASSIGNORS:

THQ Inc.

By: _____
Name: _____
Title: _____

ASSIGNEE:

Nordic Games Licensing AB

By: 
Name: LARS WINGERTZ
Title: CHAIRMAN

TRADEMARK ASSIGNMENT SCHEDULE

Owner	Country	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date
THQ Inc.	U.S.A.	DESTROY ALL HUMANS! (BLOCK)	Registered	78/404470	19-Apr-04	3071966	21-Mar-06
THQ Inc.	Canada	IMPOSSIBLE CREATURES (BLOCK)	Registered	1139386	30-Apr-02	TMA591497	3-Oct-03
THQ Inc.	Canada	IMPOSSIBLE CREATURES (BLOCK)	Registered	1118683	18-Oct-01	TMA591801	8-Oct-03
THQ Inc.	U.S.A.	IMPOSSIBLE CREATURES (BLOCK)	Registered	76/327842	18-Oct-01	2735439	8-Jul-03
THQ Inc.	Australia	MX VS. ATV (BLOCK)	Registered	1336494	14-Dec-09	1336494	14-Nov-11
THQ Inc.	Canada	MX VS. ATV (BLOCK)	Registered	1475112	30-Mar-10	TMA788750	26-Jan-11
THQ Inc.	European Community	MX VS. ATV (BLOCK)	Registered	8680035	11-Nov-09	8680035	19-May-10
THQ Inc.	U.S.A.	MX VS. ATV (BLOCK)	Registered	77/853767	21-Oct-09	3784760	4-May-10
THQ Inc.	Canada	PAWS & CLAWS (BLOCK)	Registered	1475107	30-Mar-10	TMA788749	26-Jan-11
THQ Inc.	European Community	PAWS & CLAWS (BLOCK)	Registered	8680076	11-Nov-09	008680076	19-May-10
THQ Inc.	U.S.A.	PAWS & CLAWS (BLOCK)	Registered	77/859460	28-Oct-09	3882304	30-Nov-10
THQ Inc.	U.S.A.	RHYTHM RACING (BLOCK)	Registered	78/479626	7-Sep-04	3062613	28-Feb-06
THQ Inc.	U.S.A.	STUNTMAN (BLOCK)	Registered	76/052134	19-May-00	2652421	19-Nov-02
THQ Inc.	China	THE JOURNEY TO TITAN IN CHINESE CHARACTERS (Word Mark (Stylized))	Registered	7680480	8-Sep-09	7680480	7-Mar-11
THQ Inc.	China	TITAN QUEST (BLOCK)	Registered	7680479	8-Sep-09	7680479	7-Mar-11
THQ Inc.	China	TITAN QUEST (BLOCK)	Registered	7683350	9-Sep-09	7683350	7-Jan-11
THQ Inc.	U.S.A.	UDRAW & DESIGN (Design plus character(s))	Pending	85/105115	11-Aug-10		
THQ Inc.	Australia	UDRAW (BLOCK)	Registered	1406289	31-Jan-11	1406289	25-May-11
THQ Inc.	Canada	UDRAW (BLOCK)	Pending	1513440	1-Feb-11		
THQ Inc.	European Community	UDRAW (BLOCK)	Registered	009699539	31-Jan-11	009699539	5-Jul-11
THQ Inc.	U.S.A.	UDRAW (BLOCK)	Registered	85/105095	11-Aug-10	4226213	16-Oct-12
THQ Inc.	Canada	UDRAW GAMETABLET (BLOCK)	Registered	1494708	3-Sep-10	TMA814182	16-Dec-11
THQ Inc.	European Community	UDRAW GAMETABLET (BLOCK)	Registered	9353327	3-Sep-10	9353327	11-Feb-11
THQ Inc.	Japan	UDRAW GAMETABLET (BLOCK)	Registered	2010-70000	6-Sep-10	5368552	12-Nov-10
THQ Inc.	U.S.A.	UDRAW GAMETABLET (BLOCK)	Registered	77/950392	4-Mar-10	3926878	1-Mar-11
THQ Inc.	Canada	RED FACTION (BLOCK)	Pending	1517389	2-Mar-11		

Owner	Country	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date
THQ Inc.	European Community	RED FACTION (BLOCK)	Registered	009778853	2-Mar-11	009778853	15-Sep-11
THQ Inc.	U.S.A.	RED FACTION (BLOCK)	Registered	76/235977	5-Apr-01	2594159	16-Jul-02
THQ Inc.	U.S.A.	RED FACTION (Word Mark (Stylized))	Registered	76/471892	7-Nov-02	2868496	3-Aug-04
THQ Inc.	U.S.A.	SUMMONER (BLOCK)	Registered	76/236077	5-Apr-01	2547054	12-Mar-02
THQ Inc.	U.S.A.	SUMMONER (Word Mark (Stylized))	Registered	76/471893	7-Nov-02	2810082	3-Feb-04
THQ Inc.	Australia	DARKSIDERS (BLOCK)	Registered	1336495	14-Dec-09	1336495	19-May-10
THQ Inc.	Canada	DARKSIDERS (BLOCK)	Registered	1475365	1-Apr-10	TMA788751	26-Jan-11
THQ Inc.	European Community	DARKSIDERS (BLOCK)	Registered	8680001	11-Nov-09	8680001	19-May-10
THQ Inc.	Japan	DARKSIDERS (BLOCK)	Registered	2010-19025	12-Mar-10	5354383	17-Sep-10
THQ Inc.	Singapore	DARKSIDERS (BLOCK)	Registered	T1001060G	29-Jan-10	T1001060G	8-Jul-10
THQ Inc.	Taiwan	DARKSIDERS (BLOCK)	Registered	99011522	16-Mar-10	01441271	1-Dec-10
THQ Inc.	U.S.A.	DARKSIDERS (BLOCK)	Registered	77/845214	9-Oct-09	3901692	4-Jan-11