

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795740

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bethesda Softworks LLC		03/15/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ZeniMax Media Inc.		
Street Address:	1370 Piccard Drive		
City:	Rockville		
State/Country:	MARYLAND		
Postal Code:	20850		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	2181084	FALLOUT	
Registration Number:	3583756	FALLOUT	
Registration Number:	3829958	FALLOUT	
Registration Number:	4118897	FALLOUT	
Registration Number:	3862677	FALLOUT	
Registration Number:	6356898	FALLOUT 1ST	
Registration Number:	5055592	FALLOUT 4	
Registration Number:	5670715	FALLOUT 4	
Registration Number:	5418606	FALLOUT 4	
Registration Number:	5546225	FALLOUT 4	
Registration Number:	5939001	FALLOUT 76	
Registration Number:	5939002	FALLOUT 76	
Registration Number:	3941896	FALLOUT NEW VEGAS	
Registration Number:	5147373	FALLOUT SHELTER	
Registration Number:	4885997	FALLOUT SHELTER	
Registration Number:	5670721	FALLOUT SHELTER	
Registration Number:	5775767	FALLOUT SHELTER	
Registration Number:	4901219		
Registration Number:	5715738		

OP \$865.00 2181084

Property Type	Number	Word Mark
Registration Number:	5839914	
Registration Number:	4350438	FALLOUT: NEW VEGAS
Registration Number:	3920748	FALLOUT: NEW VEGAS
Registration Number:	3624577	PREPARE FOR THE FUTURE
Registration Number:	5728096	VAULT BOY
Registration Number:	6033938	VAULT BOY
Registration Number:	3617444	
Registration Number:	5448857	
Registration Number:	5050769	
Registration Number:	5551153	
Registration Number:	5691972	
Registration Number:	5845741	
Registration Number:	3872049	
Registration Number:	3797528	WAR. WAR NEVER CHANGES.
Serial Number:	88179343	FALLOUT

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2164133838
Email: natalia.radic@dinsmore.com
Correspondent Name: Natalia Radic
Address Line 1: 1001 Lakeside Avenue East
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	April L Besl
SIGNATURE:	/april l besl/
DATE SIGNED:	03/20/2023

Total Attachments: 5

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WORLDWIDE ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This assignment agreement ("Agreement") is entered into as of March 15, 2023 ("Effective Date") by and between Bethesda Softworks LLC, a Delaware limited liability company with a place of business at 1370 Piccard Drive, Rockville, Maryland 20850, United States of America ("Assignor") and ZeniMax Media Inc., a Delaware corporation with a place of business at 1370 Piccard Drive, Rockville, Maryland 20850, United States of America ("Assignee") (each a "Party," and collectively, the "Parties").

For good and valuable consideration of one hundred United States Dollars (\$100.00), the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

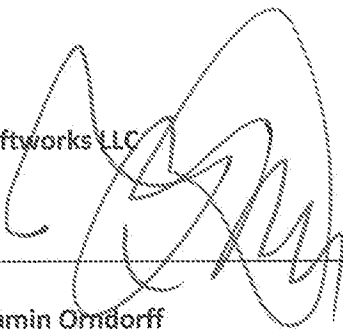
- 1. Assignment.** Assignor owns common law intellectual property rights in various trademarks, domains, and copyrights, as well as the specific applications and registrations shown in Exhibit A (collectively, these rights shall be referred to as the "IP"). Assignor sells, assigns, and transfers to Assignee all worldwide rights, title, and interest in and to all IP currently owned by Assignor, and the goodwill and common law rights appurtenant thereto, and the portion of the business associated therewith, along with the right to recover for damages and profits for any past, present, and future infringements thereof, and Assignee does hereby accept this assignment. To the extent Assignee ever needs a moral rights waiver, release, or assignment related to the IP, such as without limitation a waiver under the Visual Artists Rights Act of 1990 ("Moral Rights Waiver"), Assignor acknowledges that this Agreement also constitutes a Moral Rights Waiver.
- 2. Further Acts.** Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may deem necessary or desirable to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Agreement, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.
- 3. Miscellaneous.** The Parties may execute this Agreement in counterparts, each of which together shall be deemed the complete and fully executed agreement. This Agreement shall inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.

[Execution Pages Follow]

ASSIGNOR

Bethesda Softworks LLC

Signature: _____



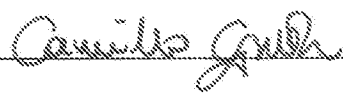
Name: Benjamin Omdorff

Title: Vice President

ASSIGNEE

ZeniMax Media Inc.



Signature: _____




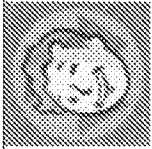





Name: Camillo Gatta

Title: Authorized Representative

Exhibit A – United States

Trademark	TM Logo	Country	Application No	Application Date	Registration No	Registration Date	Trademark Status	Int. Classes
VAULT BOY		United States of America	86/649767	3 Jun 2015	5728096	16 Apr 2019	Registered	25
Vault Boy Left-Hand Thumbs-Up Design		United States of America	86/649788	3 Jun 2015	5448857	17 Apr 2018	Registered	9
FALLOUT SHELTER		United States of America	86663523	16 Jun 2015	5147373	21 Feb 2017	Registered	41
VAULT BOY		United States of America	86/649770	3 Jun 2015	6033938	14 Apr 2020	Registered	16
FALLOUT		United States of America	76/978938	1 Feb 2005	3583756	3 Mar 2009	Registered	9
Vault Boy Design		United States of America	77976663	23 Apr 2007	3617444	5 May 2009	Registered	9
FALLOUT		United States of America	77/663852	5 Feb 2009	4118897	27 Mar 2012	Registered	9
PREPARE FOR THE FUTURE		United States of America	77/976585	19 Feb 2008	3624577	19 May 2009	Registered	9
FALLOUT		United States of America	75/090234	18 Apr 1996	2181084	11 Aug 1998	Registered	28
FALLOUT		United States of America	77/051782	28 Nov 2006	3829958	10 Aug 2010	Registered	16, 25
FALLOUT: NEW VEGAS		United States of America	77/841630	5 Oct 2009	3920748	15 Feb 2011	Registered	9
FALLOUT: NEW VEGAS		United States of America	77/841625	5 Oct 2009	4350438	11 Jun 2013	Registered	41

Trademark	TM Logo	Country	Application No	Application Date	Registration No	Registration Date	Trademark Status	Int. Classes
WAR. WAR NEVER CHANGES.		United States of America	77979092	25 Jul 2007	3797528	1 Jun 2010	Registered	9
FALLOUT NEW VEGAS & Design		United States of America	77/934276	12 Feb 2010	3941896	5 Apr 2011	Registered	9
FALLOUT & Design		United States of America	77802812	12 Aug 2009	3862677	19 Oct 2010	Registered	9
VAULT-TEC Logo		United States of America	77/802802	12 Aug 2009	3872049	9 Nov 2010	Registered	9
Fallout Shelter logo		United States of America	86/663507	16 Jun 2015	5715738	2 Apr 2019	Registered	41
Fallout Shelter logo		United States of America	85/663510	16 Jun 2015	5839914	20 Aug 2019	Registered	25
FALLOUT SHELTER		United States of America	86663526	16 Jun 2015	4885997	12 Jan 2016	Registered	9
Vault Boy Right-Hand Thumbs-Up Design		United States of America	86/649775	3 Jun 2015	5551153	28 Aug 2018	Registered	16
Vault Boy Right-Hand Thumbs-Up Design		United States of America	86/649781	3 Jun 2015	5845741	27 Aug 2019	Registered	25
FALLOUT 4 (Stylized & Design)		United States of America	86/649794	3 Jun 2015	5418606	6 Mar 2018	Registered	41
Vault Boy Right-Hand Thumbs-Up Design		United States of America	86649778	3 Jun 2015	5050769	27 Sep 2016	Registered	9

Trademark	TM Logo	Country	Application No	Application Date	Registration No	Registration Date	Trademark Status	Int. Classes
FALLOUT 4 (Stylized & Design)		United States of America	86/649791	3 Jun 2015	5670715	5 Feb 2019	Registered	25
FALLOUT 4 (Stylized & Design)		United States of America	86/649795	3 Jun 2015	5546225	21 Aug 2018	Registered	16
FALLOUT 4 (Stylized & Design)		United States of America	86649797	3 Jun 2015	5055592	4 Oct 2016	Registered	9
Vault Boy Right-Hand Thumbs-Up Design		United States of America	86/649779	3 Jun 2015	5691972	5 Mar 2019	Registered	41
Fallout Shelter logo		United States of America	86663514	16 Jun 2015	4901219	16 Feb 2016	Registered	9
FALLOUT SHELTER		United States of America	86/663520	16 Jun 2015	5670721	5 Feb 2019	Registered	25
FALLOUT SHELTER		United States of America	86/663527	16 Jun 2015	5775767	11 Jun 2019	Registered	16
FALLOUT 76		United States of America	87/945041	1 Jun 2018	5939001	17 Dec 2019	Registered	9, 41
FALLOUT 76 & Design		United States of America	87/945044	1 Jun 2018	5939002	17 Dec 2019	Registered	9, 41
FALLOUT		United States of America	88179343	2 Nov 2018			Pending	41
FALLOUT 1ST		United States of America	88/664521	22 Oct 2019	6356898	18 May 2021	Registered	35