

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM795741

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bethesda Game Studios Dallas LLC		03/15/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ZeniMax Media Inc.		
<b>Street Address:</b>	1370 Piccard Drive		
<b>City:</b>	Rockville		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20850		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3880109	ESCALATION STUDIOS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2164133838		
<b>Email:</b>	natalia.radic@dinsmore.com		
<b>Correspondent Name:</b>	Natalia Radic		
<b>Address Line 1:</b>	1001 Lakeside Avenue East		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>NAME OF SUBMITTER:</b>	April L Besl		
<b>SIGNATURE:</b>	/april l besl/		
<b>DATE SIGNED:</b>	03/20/2023		
<b>Total Attachments: 3</b>			
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source=United States- Trademark Assignment - Bethesda Game Studios executed 3-15-23 1#page3.tif			
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OP \$40.00 3880109

## WORLDWIDE ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This assignment agreement ("Agreement") is entered into as of March 15, 2023 ("Effective Date") by and between Bethesda Game Studios Dallas 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 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 Game Studios Dallas LLC

Signature: \_\_\_\_\_



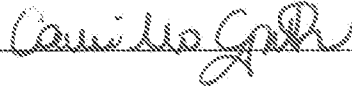
Name: Benjamin Orndorff

Title: Vice President

ASSIGNEE

ZeniMax Media Inc.

Signature: \_\_\_\_\_



Name: Camillo Gatta

Title: Authorized Representative

Exhibit A -- United States

Trademark	Country	Application No	Application Date	Registration No	Registration Date	Trademark Status	Int. Classes
ESCALATION STUDIOS	United States of America	76/693,554	14 Oct 2008	3,880,109	23 Nov 2010	Registered	9