

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	11/10/2003

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The 3DO Company		11/10/2003	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Ubisoft Holdings, Inc.
Also Known As:	AKA Ubi Holdings, Inc.
Street Address:	625 Third Street
Internal Address:	Third Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94107
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2640024	CRUSADERS OF MIGHT AND MAGIC
Registration Number:	2365233	FOR BLOOD AND HONOR
Registration Number:	2632372	LEGENDS OF MIGHT AND MAGIC
Registration Number:	1479759	MIGHT AND MAGIC
Registration Number:	2407197	WORLDS OF MIGHT AND MAGIC
Registration Number:	2462473	ARMAGEDDON'S BLADE
Registration Number:	2530205	HEROES
Registration Number:	2567960	HEROES OF MIGHT AND MAGIC
Registration Number:	2287848	HEROES OF MIGHT AND MAGIC
Registration Number:	2041200	HEROES OF MIGHT AND MAGIC
Serial Number:	75893024	SHADOW OF DEATH

OP \$290.00 2640024

CORRESPONDENCE DATA

Fax Number: (310)226-2422  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 310-226-2420  
Email: danderson@offneranderson.com  
Correspondent Name: David Anderson  
Address Line 1: 1900 Avenue of the Stars  
Address Line 2: Suite 975  
Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	David Anderson
Signature:	/David Anderson/
Date:	07/12/2005

Total Attachments: 6  
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## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") is executed, acknowledged and delivered by The 3DO Company, a Delaware corporation and The 3DO Company, a California corporation (hereinafter collectively referred to as "Assignor") in accordance with, and pursuant to the terms and conditions of, the Amended and Restated Asset Purchase Agreement dated as of November 10, 2003, between Assignor, as Seller, and Ubi Holdings, Inc., a Delaware corporation ("Assignee") as Purchaser (the "Purchase Agreement"). Unless otherwise defined herein, capitalized terms used herein shall have the meaning given to such terms in the Purchase Agreement.

WHEREAS, Assignor has adopted, used, is using, or intends or intended to use, in connection with the Business, certain Mark(s) registered in the United States Patent and Trademark Office or trademark registries in other jurisdictions, and other Marks not so registered (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, for 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 right, title and interest of Assignor in, to and under the Marks throughout the world, any registrations and applications for registration thereof, and the goodwill of the Business connected with the use thereof and symbolized thereby, free and clear of all Liens; all rights to apply for registrations for any thereof 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 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, 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 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.

Subject to Section 7.4 of the Purchase Agreement, Assignor hereby agrees that it shall and shall cause each of its affiliates to, 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 Marks, and to put Assignee in actual possession and operating control of such Marks.

All representations and warranties from Assignor to Assignee in the Purchase Agreement with respect to the Marks and the other rights assigned above are incorporated herein by reference. Nothing contained herein shall be deemed to modify, direct, expand or amend any of such representations and warranties or rights and remedies of any Assignor or Assignee under the Purchase Agreement. To the extent that any term or provision herein is inconsistent with the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

This Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

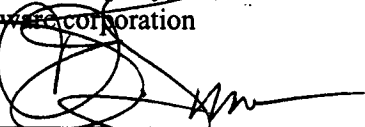
This Assignment shall be governed by, and construed in accordance with, with respect to each assigned Mark, the laws of the jurisdiction under which that Mark exists, and in all other respects by the laws of the State of California, without giving effect to the conflict of laws rules thereof. The parties agree that the Bankruptcy Court shall have exclusive jurisdiction over all disputes and other matters

relating to the interpretation and enforcement of this Assignment or any instrument or document executed pursuant hereto, and the parties expressly consent to and agree not to contest such exclusive jurisdiction.

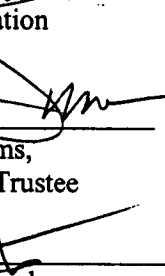
18 IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of this day of November, 2003.

**ASSIGNOR:**

**The 3DO Company,**  
a Delaware corporation

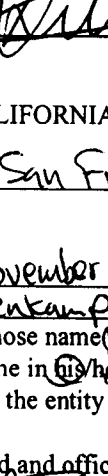
By: 

Charles Sims,  
Chapter 7 Trustee

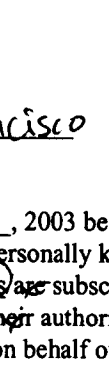
By: 

David Wittenkamp,  
Chief Financial Officer

**The 3DO Company,**  
a California corporation

By: 

Charles Sims,  
Chapter 7 Trustee


By: 

David Wittenkamp,  
Chief Financial Officer

STATE OF CALIFORNIA )  
 )  
COUNTY OF San Francisco ) ss.

On November 18, 2003 before me, Nelly M. Quintanilla Notary Public, personally appeared Charles Sims, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(x) whose name(x) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.


  
Notary Public

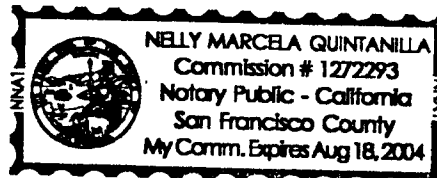


STATE OF CALIFORNIA )  
 )  
COUNTY OF San Francisco ) ss.

On November 18, 2003 before me, Nelly M. Quintanilla Notary Public, personally appeared David Wittenkamp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(x) whose name(x) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

  
Notary Public



# SCHEDULE 1

## MARKS

### Trademarks

### MIGHT AND MAGIC

MARK	OWNER	COUNTRY	STATUS <sup>FN</sup>	APPLICATION SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
ARCOMAGE	THE 3DO COMPANY	U.S.	SUSPENDED	75/849,016	11/15/99		
CRUSADERS OF MIGHT AND MAGIC	THE 3DO COMPANY	AUSTRALIA	REGISTERED	832580	4/20/00		
CRUSADERS OF MIGHT AND MAGIC	THE 3DO COMPANY	CANADA	ABANDONED	1055923	4/19/00		
CRUSADERS OF MIGHT AND MAGIC	THE 3DO COMPANY	CTM	REGISTERED	1489111	2/3/00	1489111	6/6/01
CRUSADERS OF MIGHT AND MAGIC	THE 3DO COMPANY	NEW ZEALAND	REGISTERED	608059	2/10/00		
CRUSADERS OF MIGHT AND MAGIC	THE 3DO COMPANY	NORWAY	REGISTERED			204203	8/17/00
CRUSADERS OF MIGHT AND MAGIC	THE 3DO COMPANY	U.S.	REGISTERED	75/626,588	1/23/99	2,640,024	10/22/02
DAY OF THE DESTROYER	THE 3DO COMPANY	U.S.	ABANDONED	75/833,655	10/28/99		
DRAGON RAGE	THE 3DO COMPANY	U.S.	ABANDONED	76/317,299	9/26/01		
DRAGON WARS	THE 3DO COMPANY	U.S.	ABANDONED	76/233,839	3/29/01		
FEEL THE MIGHT... WIELD THE MAGIC	THE 3DO COMPANY	U.S.	ABANDONED	75/893,025	1/10/00		
FOR BLOOD AND HONOR	THE 3DO COMPANY	U.S.	REGISTERED	75/545,776	9/1/98	2,365,233	7/4/00
LEGENDS OF MIGHT AND MAGIC	THE 3DO COMPANY	AUSTRALIA	REGISTERED	838380	8/6/00		
LEGENDS OF MIGHT AND MAGIC	THE 3DO COMPANY	CANADA	ABANDONED	1055533	4/1 August 00[?]		
LEGENDS OF MIGHT AND MAGIC	THE 3DO COMPANY	CTM	REGISTERED	1489186	2/3/00	1489186	6/6/01

<sup>FN</sup> Statuses, when given, reflect information available either in on-line trademark databases or trademark prosecution files supplied by The 3DO Company and its trademark counsel. No independent verification of status has been made.

MARK	OWNER	COUNTRY	STATUS <sup>FN</sup>	APPLICATION SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
LEGENDS OF MIGHT AND MAGIC	THE 3DO COMPANY	NORWAY	REGISTERED			204205	8/17/00
LEGENDS OF MIGHT AND MAGIC	THE 3DO COMPANY	U.S.	REGISTERED	75/868,502		2,632,372	10/8/02
LEGENDS OF MIGHT AND MAGIC (CL. 41)	THE 3DO COMPANY	NEW ZEALAND	REGISTERED	608061	2/10/00		
LEGENDS OF MIGHT AND MAGIC (CL. 9)	THE 3DO COMPANY	NEW ZEALAND	REGISTERED	608060	2/10/00		
MIGHT AND MAGIC	THE 3DO COMPANY	AUSTRALIA	REGISTERED	832581	4/20/00		
MIGHT AND MAGIC	THE 3DO COMPANY	CANADA	REGISTERED	1055922	4/19/00		
MIGHT AND MAGIC	THE 3DO COMPANY	CTM	REGISTERED			440875	1/6/99
MIGHT AND MAGIC	NEW WORLD COMPUTING, INC.	JAPAN	REGISTERED			2492229	12/25/92
MIGHT AND MAGIC	THE 3DO COMPANY	NEW ZEALAND	REGISTERED			608056	8/10/00
MIGHT AND MAGIC	THE 3DO COMPANY	NORWAY	REGISTERED			204207	8/17/00
MIGHT AND MAGIC	THE 3DO COMPANY (BY ASSIGNMENT FROM NEW WORLD COMPUTING, INC.)	U.S.	REGISTERED	73/631,900	12/2/86	1,479,759	8/3/88
MIGHT AND MAGIC CRUSADE	THE 3DO COMPANY	U.S.	ABANDONED	75/573,080	10/19/98		
MIGHT AND MAGIC MILLENNIUM EDITION	THE 3DO COMPANY	U.S.	ABANDONED	75/755,828	7/20/99		
MIGHT AND MAGIC MILLENNIUM EDITION	THE 3DO COMPANY	U.S.	ABANDONED	75/754,868	7/20/99		
WARRIORS	THE 3DO COMPANY	U.S.	ABANDONED	76/043,213	6/4/00		
WARRIORS OF MIGHT AND MAGIC	THE 3DO COMPANY	AUSTRALIA	REGISTERED	837706	6/2/00		
WARRIORS OF MIGHT AND MAGIC	THE 3DO COMPANY	CANADA	ABANDONED	1059355	5/16/00		
WARRIORS OF MIGHT AND MAGIC	THE 3DO COMPANY	NEW ZEALAND	REGISTERED	614570	5/16/00		

MARK	OWNER	COUNTRY	STATUS <sup>FN</sup>	APPLICATION SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
WARRIORS OF MIGHT AND MAGIC	THE 3DO COMPANY	NORWAY	ABANDONED	2000 05635	5/16/00		
WARRIORS OF MIGHT AND MAGIC	THE 3DO COMPANY	U.S.	ABANDONED	76/043,214	5/4/00		
WORLDS OF MIGHT AND MAGIC	THE 3DO COMPANY	U.S.	REGISTERED	75/649142	2/24/99	2,407,197	11/21/00

HEROES OF MIGHT AND MAGIC

MARK	OWNER	COUNTRY	STATUS <sup>FN</sup>	APPLICATION SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
ARMAGEDDON'S BLADE	THE 3DO COMPANY	U.S.	REGISTERED	75/688,858	4/22/99	2,462,473	6/19/01
HEROES	THE 3DO COMPANY	U.S.	REGISTERED	75/573,081		2,530,205	1/15/02
HEROES CHRONICLES	THE 3DO COMPANY	U.S.	ABANDONED	76/026,041	4/15/00		
HEROES OF MIGHT AND MAGIC	THE 3DO COMPANY	AUSTRALIA	REGISTERED	832578	4/20/00		
HEROES OF MIGHT AND MAGIC	THE 3DO COMPANY	CANADA	REGISTERED	1055921	4/19/00		
HEROES OF MIGHT AND MAGIC	THE 3DO COMPANY	CTM	REGISTERED			991687	11/13/00
HEROES OF MIGHT AND MAGIC	THE 3DO COMPANY	NORWAY	REGISTERED			204204	8/17/00
HEROES OF MIGHT AND MAGIC (CL. 41)	THE 3DO COMPANY	NEW ZEALAND	REGISTERED	608058	2/10/00		
HEROES OF MIGHT AND MAGIC (CL. 41)	THE 3DO COMPANY	U.S.	REGISTERED	75/785,875	9/18/98	2,567,960	5/7/02
HEROES OF MIGHT AND MAGIC (CL. 9)	THE 3DO COMPANY	NEW ZEALAND	REGISTERED	608057	2/10/00		
HEROES OF MIGHT AND MAGIC (CL. 9)	THE 3DO COMPANY	U.S.	REGISTERED	75/551,496	9/11/88	2,287,848	10/19/99
HEROES OF MIGHT AND MAGIC (STYLIZED) (CL. 28)	THE 3DO COMPANY	U.S.	REGISTERED	74/653,404	3/29/95	2,041,200	2/25/97

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MARK	OWNER	COUNTRY	STATUS <sup>FN</sup>	APPLICATION SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
HEROES OF MIGHT AND MAGIC MILLENNIUM EDITION	THE 3DO COMPANY	U.S.	ABANDONED	75/755,828	7/20/99		
KING'S BOUNTY	NEW WORLD COMPUTING	JAPAN	REGISTERED			2492230	6/26/02
KING'S BOUNTY	THE 3DO COMPANY	U.S.	CANCELLED			1,636,522	2/26/91
SHADOW OF DEATH	THE 3DO COMPANY	U.S.	ALLOWED	75/893,024	1/10/00		