

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Microsoft Corporation		01/01/2004	CORPORATION:
RECEIVING PARTY DATA			
Name:	Turbine Entertainment Software Corporation		
Street Address:	60 Glacier Drive		
Internal Address:	Suite 4000		
City:	Westwood		
State/Country:	MASSACHUSETTS		
Postal Code:	02090		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2720092	ASHERON'S CALL DARK MAJESTY	
Registration Number:	2787625	FALLEN KINGS	
Registration Number:	2783274	FALLEN KINGS	
CORRESPONDENCE DATA			
Fax Number:	(949)654-5481		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9496545468		
Email:	arnold@fr.com		
Correspondent Name:	Leslie Arnold		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	19815-001002		
NAME OF SUBMITTER:	Leslie Arnold		

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Signature:	/la/
Date:	09/05/2006
Total Attachments: 4 source=File0001#page1.tif source=File0002#page1.tif source=File0003#page1.tif source=File0005#page1.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment"), dated and made effective as of January 1, 2004, from Microsoft Corporation, a Delaware corporation with an address of One Microsoft Way, Redmond, WA 98052 ("Seller"), to Turbine Entertainment Software Corporation, a Delaware corporation with an address of 60 Glacier Drive, Suite 4000, Westwood, MA 02090 ("Buyer").

WHEREAS, Seller and Buyer are parties to that certain Franchise Acquisition Agreement dated as of January 1, 2004 (the "Acquisition Agreement"), pursuant to which, among other things, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, certain assets of Seller (including the Marks as defined therein) in exchange for the consideration set forth therein (as defined in the Acquisition agreement), and

WHEREAS, pursuant to due authorization, Seller is presently executing and delivering this Assignment for the purpose of selling to and vesting in Buyer all of Seller's right, title and interest in and to the Marks pursuant to the terms and conditions of the Acquisition Agreement.

WHEREAS, Seller is the owner of the entire right, title and interest in and to the trademarks and trademark applications and registrations identified on Schedule A attached hereto together with the goodwill related thereto (hereinafter collectively referred to as the "Registered Marks"); and

WHEREAS, Buyer is desirous of acquiring the entire right, title and interest in and to the Marks (including the Registered Marks) and the business and goodwill of the business in connection with which the aforesaid Marks have been used; and



NOW, THEREFORE, in consideration of the foregoing, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, assigns, transfers and sets over to Buyer, its successors, legal representatives and assigns, the entire right, title, and interest of Seller in and to said Marks (including the Registered Marks), including rights arising under common law, together with the business and goodwill of the business in connection with which the aforesaid Marks have been used, and all claims, if any, which may have arisen thereunder prior to the date of this instrument. Seller further hereby agrees to assist Buyer, at Buyer's reasonable request from time to time, to vest in Buyer all right, title and interest in the Marks, and will execute all documents reasonably necessary or appropriate for this purpose, including, without limitation, the recordation of the assignment of said Marks with the proper governmental authorities, both domestic and foreign. In the event that Buyer is unable for any reason whatsoever to secure the signature of Seller to any document reasonably necessary or appropriate for any of the foregoing purposes (including any renewals, extensions, continuations, divisions or continuations in part), Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as agents and attorneys-in-fact to act for and on behalf of such entity, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by Seller.

This Assignment shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to the conflicts of law principles thereof, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern in order for this

Assignment to be effective in any respect, then the laws of such other jurisdiction shall govern this Assignment to such extent. This Assignment may be executed in one or more counterparts, all of which counterparts when so executed shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has caused this Assignment of Trademarks to be executed as an instrument under seal by its duly authorized corporate officer, all effective as of the date first set forth above.

<p><u>SELLER:</u></p> <p>MICROSOFT CORPORATION</p> <p></p> <p>By: <i>Adam Waikes</i> Title: <i>Studio Manager</i></p>	<p><u>BUYER:</u></p> <p>TURBINE ENTERTAINMENT SOFTWARE CORPORATION</p> <p></p> <p>By: <i>Jeffrey K. Anderson</i> Title: <i>President and Chief Executive Officer</i></p>
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Schedule A

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
ASHERON'S CALL	United States	2,279,820	September 21, 1999
ASHERON'S CALL	United States	2,298,585	December 7, 1999
ASHERON'S CALL DARK MAJESTY	United States	2,720,092	May, 27, 2003
FALLEN KINGS	United States	2,787,625	November 25, 2003
FALLEN KINGS	United States	2,783,274	November 11, 2003