

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		10/01/2007	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Arete Seven, LLC		
Street Address:	434 Kirkland Way		
City:	Kirkland		
State/Country:	WASHINGTON		
Postal Code:	98033		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2038273	BUNGIE	
Registration Number:	2990693	BUNGIE	
Registration Number:	2837425	BUNGIE	
Registration Number:	2974679	BUNGIE	
Registration Number:	3099006	BUNGIE.NET	
CORRESPONDENCE DATA			
Fax Number:	(650)493-6811		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-493-9300		
Email:	ckahn@wsgr.com		
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI		
Address Line 1:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	36585-900		

CH \$140.00 2038273

NAME OF SUBMITTER:	Aaron Hendelman
Signature:	/Aaron Hendelman/
Date:	05/29/2008
Total Attachments: 9 source=signed Assignment#page1.tif source=signed Assignment#page2.tif source=signed Assignment#page3.tif source=signed Assignment#page4.tif source=signed Assignment#page5.tif source=signed Assignment#page6.tif source=signed Assignment#page7.tif source=signed Assignment#page8.tif source=signed Assignment#page9.tif	

Amended and Restated Confidential Trademark and Domain Name Assignment Agreement

This Amended and Restated Assignment, dated as of October 1, 2007 ("**Effective Date**") is made by and among Arete Seven, LLC, a Delaware limited liability company having its principal place of business at 434 Kirkland Way, Kirkland WA 98033-6225 ("**Company**") and Microsoft Corporation, a Washington corporation, having its principal place of business at One Microsoft Way, Redmond, Washington 98052 ("**Microsoft**").

Recitals

A. Microsoft; Company; and the Bungie Principals entered into the Contribution Agreement, dated as of December 14, 2006 (the "**Contribution Agreement**"). Capitalized terms not defined herein will have the meaning set forth in the Contribution Agreement.

B. Pursuant to the Contribution Agreement, Microsoft agreed, among other things, to assign, transfer, license or otherwise contribute to Company certain assets owned by Microsoft, which are used in, held for use in, related to or connected with Bungie Studios (both before and after its acquisition by Microsoft "**Bungie**").

C. Microsoft and the Company also entered into the Confidential Trademark and Domain Name Assignment Agreement, dated as of December 14, 2006 (the "**Original Assignment Agreement**") pursuant to which Microsoft's agreed to contribute to Company certain assets.

D. The parties now desire to amend and restate the Original Assignment Agreement in its entirety, upon the terms and conditions set forth in this Amended and Restated Assignment.

Agreement

1. **Definitions.** In addition to terms defined elsewhere in this Amended and Restated Assignment, the following terms will have the following specified meanings:

"**Bungie Domain Name**" or "**Bungie Domain Names**" means the domain names listed on *Exhibit A* attached to this Amended and Restated Assignment.

"**Bungie Trademarks**" means the trademarks listed on *Exhibit A* attached to this Amended and Restated Assignment.

"**Bungie Web Site**" means the Bungie Web site located at www.Bungie.net, together with all urls owned and/or controlled by Microsoft, for example, and not in limitation, "bungie.com", in which "bungie" is an element of the applicable domain name.

"**Bungie Web Site Content**" means the aspects of the domain located at a Bungie Web Site that may be perceived by the person accessing the Bungie Web Site and/or that constitute the underlying code or programming infrastructure, so long as that underlying code or programming infrastructure was created by Bungie Studios and/or solely for use on the Bungie Web Site. This includes but is not limited to artwork, sound, graphic files, music files, user interface, logos, data, software, tools, text and other materials and those trademarks identified on the attached *Exhibit A*. "Bungie Web Site Content" includes any code used to create any element of the Bungie Web Site

Content. "Bungie Web Site Content" does not include Non-Bungie Microsoft-Specific Content or Halo Content.

"Intellectual Property Rights" means all intellectual property and proprietary rights worldwide, including without limitation any and all foreign and domestic trade names, trademarks, service marks, domain names, copyrights, moral rights, trade secret rights, patent and all associated rights and all registrations, applications, renewals, extensions and continuations (in whole or in part) of any of the foregoing, together with all goodwill associated therewith and all rights and causes of action for infringement, misappropriation, misuse, dilution, unfair trade practice or otherwise associated therewith.

"Halo Content" means still and moving images, audio and text related to the Halo Products.

"Halo Products" means Halo, Halo 2, Halo 3, Halo 3 Map Packs, Halo Chronicles, Halo 4 and any and all related software games developed or to be developed by Company, based on the Halo universe created by Bungie, and marketed using a variation of the Halo title on or after the Effective Date.

"Non-Bungie Microsoft-Specific Content" means any content, underlying code, or programming infrastructure on the Bungie.net website or otherwise accessible by way of the Bungie Domain Name, or domain names or other assets transferred under this Amended and Restated Assignment, but which is not related to the operations of Bungie Studios and which is related to Microsoft's operations, including but not limited to any information about Microsoft customers, or which is not Bungie Web Content.

2. Trademark Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Spin Out Date Microsoft hereby irrevocably assigns, transfers and contributes to Company, subject to the license in Section 3, all of its right, title and interest in and to the Bungie Trademarks, together with the goodwill associated with or symbolized by the Bungie Trademarks. Within thirty (30) days after the Spin Out Date, Microsoft will, at its sole cost, take all steps required by the applicable trademark authorities in each country to record the assignment(s) and transfer the registrations of the following Bungie Trademarks to Company, by completing the required forms, paying the required fees, and taking any other required actions to effect the assignment(s) and transfer the registrations of the applicable Bungie Trademarks to Company. At and after the date hereof, Microsoft will, without further consideration, provide such other information and execute such documents as may be necessary or appropriate to accomplish the assignment(s) and transfer of the registrations of the Bungie Trademarks upon Company's reasonable request. All Bungie Trademarks not listed below are also assigned to Company, but Microsoft is not required to effect registrations to evidence such transfers.

- Canada (classes 9, 16, 25, 28, and 41)
- European Community (classes 9, 16, 25, 28, and 41)
- Hong Kong (class 9)
- Japan (class 9)
- Korea (class 9)
- Taiwan (class 9)
- USA (classes 9, 16, 25, 28, and 41).

3. **License to Microsoft.** Effective as of the Spin Out Date, Company hereby grants to Microsoft and its affiliates an irrevocable, perpetual, assignable, nonexclusive, worldwide, fully paid-up, royalty-free right and license (with right to sublicense) to use the Bungie Trademarks solely in connection with the Halo Products in substantially the same manner and contexts as they have been used by Microsoft prior to the Spin Out Date, including, without limitation, for (a) use on the game media (e.g., DVD, CD-Rom disk, etc.) and packaging; (b) advertising, press releases, news stories, trade and consumer shows and exhibitions; (c) use on internet sites; and (d) all other contexts where the Bungie Trademarks have been used by Microsoft in connection with Halo Products prior to the Effective Date. Following the Spin Out Date, Microsoft will identify the Bungie Trademarks (x) on game media (e.g., DVD, CD-Rom disk, etc.) and packaging, including Halo Games; (y) in advertising, press releases, news stories, trade and consumer shows and exhibitions; and (z) on internet site (collectively "Products and Materials"), as owned by Company, however, Company acknowledges that the Bungie Trademarks are currently being identified as trademarks of Microsoft on the Products and Materials. Company will not assert any claim against Microsoft for use of the Bungie Trademarks on Products and Materials that had been commercially released or made available prior to the Spin Out; provided that, Microsoft uses commercially reasonable efforts to cease identifying the Bungie Trademarks as Microsoft's and to identify the Bungie Trademarks as Company's on all Products and Materials released or made available after the Spin Out Date and it being understood that inadvertent breach of this provision will not constitute material breach of this Agreement so long as Microsoft identifies the Bungie Trademarks as Company's on all Products and Materials released or made available by no later than January 31, 2008.

4. **Domain Name Assignment.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Spin Out Date Microsoft hereby irrevocably assigns, transfers and contributes to Company, all of its right, title and interest in and to the registrations of the Bungie Domain Name, together with, without any limitation, any related trademarks, service marks, copyrights, trade names, and other intellectual property rights throughout the world to the Bungie Domain Name, whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for past infringements thereof; and any and all appurtenant goodwill associated therewith. To the extent that Microsoft and/or Company becomes aware after signature of this Amended and Restated Assignment of a domain name that redirects to any of the domain names transferred in this Amended and Restated Assignment, such party will cause that domain name to be transferred to Company with celerity and on similar terms as set forth in this Amended and Restated Assignment, save and except for any domain name that relates principally to the Halo game.

5. **Registrar Procedures.** Within thirty (30) days after the Spin Out Date, Microsoft will, at its sole cost, take the steps required by the current procedures promulgated by the registrars listed in *Exhibit A*, or any other registrar that might be or become responsible for the transfer of the registrations of the Bungie Domain Names, to transfer the registrations of the Bungie Domain Names to Company, by completing the required forms and taking any other required actions to effect the transfer of the registrations of the Bungie Domain Names to Company. At and after the date hereof, Microsoft will, without further consideration, provide such other information and execute such documents as may be necessary or appropriate to accomplish the transfer of the registrations of the Bungie Domain Names upon Company's reasonable request.

6. **Domain Web Site Content Assignment.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Spin Out Date Microsoft hereby irrevocably assigns, transfers and contributes to Company, all of its right, title and interest in and to the Bungie Web Site Content, together with, without limitation, any related Intellectual Property Rights to the Bungie Web Site Content, whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for past infringements thereof, and any and all appurtenant goodwill associated therewith. For any Non-Bungie Microsoft-Related Content that is in use on the Bungie Web Site as of the date of this Amended and Restated Assignment and that Bungie wishes to retain for use on the Bungie Web Site, effective as of the Spin Out Date Microsoft hereby grants to Company an irrevocable, perpetual, non-assignable (except to an entity controlled by Company), nonexclusive, worldwide, fully paid-up, royalty-free right and license to such Non-Bungie Microsoft-Related Content.

7. **Halo Content License.** Effective as of the Spin Out Date, Microsoft hereby grants to Company an irrevocable, perpetual, assignable, nonexclusive, worldwide, fully paid-up, royalty-free, nonsublicensable right and license to use and display still and moving images, audio and text related to the Halo Products on the Bungie Web site for purposes of showcasing Company's historic and ongoing role with respect to the Halo Products and only, in each instance, upon Microsoft's prior written consent, which consent will not be unreasonably withheld or delayed.

8. **Additional Actions.** At any time after the date of this Amended and Restated Assignment, at Company's request and expense, Microsoft shall execute and deliver to Company such other instruments and documents, and take such other actions as Company may deem necessary or desirable to effect, evidence, record and perfect the transfers and assignments contemplated by this Amended and Restated Assignment. Microsoft will be responsible for all expenses relating to recordation of assignments, if any. Microsoft will prepare a short form assignment document to be used for such recordation.

9. **Successors and Assigns.** This Amended and Restated Assignment shall be binding upon, enforceable by and inure to the benefit of the parties and their respective successors and assigns.

10. **Entire Agreement.** This Amended and Restated Assignment is made pursuant to the Contribution Agreement, entered into by and between Company and Microsoft. The Contribution Agreement and this Amended and Restated Assignment constitute the entire agreement, and supersede any and all prior agreements, with respect to the Bungie Trademarks, Bungie Web Site, Bungie Domain Name, and Bungie Web Site Content. This Amended and Restated Assignment will not be modified except by a written agreement signed by an authorized representative of the party against whom such modification is sought to be enforced. Failure by either party to enforce any provision of this Amended and Restated Assignment will not be deemed a waiver of future enforcement of that provision.

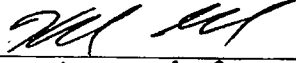
[Signature pages follow.]

Execution Copy

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Assignment to be made and executed by duly authorized officers.

Company

Arete Seven, LLC

By: 
Name: Harold Ryan
Title: President

**SIGNATURE PAGE TO AMENDED AND RESTATED CONFIDENTIAL TRADEMARK
AND DOMAIN NAME ASSIGNMENT AGREEMENT**

Amended and Restated Confidential Trademark and Domain Name Assignment Agreement
41826-1712/LEGAL13589750.1

**TRADEMARK
REEL: 003785 FRAME: 0570**

SENT BY: MICROSOFT;

14258259400;

OCT-4-07 22:06;

PAGE 6

SENT BY: MICROSOFT;

14258259400;

OCT-4-07 20:05;

PAGE 6

Execution Copy

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Assignment to be made and executed by duly authorized officers.

Microsoft

Microsoft Corporation

By: 

Name: _____

Title: _____

SIGNATURE PAGE TO AMENDED AND RESTATED CONFIDENTIAL TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

Amended and Restated Confidential Trademark and Domain Name Assignment Agreement
41876-1/12/LEGAL135897-90

p. 6

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TRADEMARK
REEL: 003785 FRAME: 0571

EXHIBIT A

List of Trademarks and Domain Names

Trademark:

Mark	Country	Class	Application No./Date	Registration No./Date	Status
BUNGIE	Argentina	16		1,923,838	Registered
BUNGIE	Argentina	25		1,913,727	Registered
BUNGIE	Argentina	28		1,913,728	Registered
BUNGIE	Australia	9, 25, 28		900,859	Registered
BUNGIE	Brazil	9	824,341,040		Application
BUNGIE	Brazil	16	824,341,023		Application
BUNGIE	Brazil	25	824,341,007		Application
BUNGIE	Brazil	28	824,341,031		Application
BUNGIE	Canada	9, 16, 25, 41		557,725	Registered
BUNGIE	European Community	9, 16, 25, 41		1,464,593	Registered
BUNGIE	Hong Kong	16	300,066,267		Application
BUNGIE	Hong Kong	25	300,066,267		Application
BUNGIE	Hong Kong	28	300,066,267		Application
BUNGIE	Hong Kong	9, 16, 25, 28		300,066,267	Registered

Mark	Country	Class	Application No./Date	Registration No./Date	Status
BUNGIE	Japan	9, 16, 25, 28		4,747,889	Registered
BUNGIE	Korea	9, 16, 25, 28		568,098	Registered
BUNGIE	Mexico	9		737,875	Registered
BUNGIE	Mexico	16		737,874	Registered
BUNGIE	Mexico	28	616,306		Application
BUNGIE	New Zealand	9		690,019	Registered
BUNGIE	New Zealand	16		690,020	Registered
BUNGIE	New Zealand	25		690,021	Registered
BUNGIE	New Zealand	28		690,022	Registered
BUNGIE	Norway	9, 16, 25, 28		225,108	Registered
BUNGIE	Singapore	9		T03/12,627 A	Registered
BUNGIE	Singapore	16		T03/12,628 Z	Registered
BUNGIE	Singapore	25		T03/12,629 H	Registered
BUNGIE	Singapore	28		T03/12,630 A	Registered
BUNGIE	Switzerland	9, 16, 25, 28		496,510	Registered
BUNGIE	United States	28		2,038,273	Registered
BUNGIE AND DESIGN	Taiwan	9		1,033,140	Registered

Mark	Country	Class	Application No./Date	Registration No./Date	Status
BUNGIE AND DESIGN	Taiwan	16		1,033,652	Registered
BUNGIE AND DESIGN	Taiwan	25		1,041,196	Registered
BUNGIE AND DESIGN	Taiwan	28		1,027,558	Registered
BUNGIE AND DESIGN	United States	16		2,990,693	Registered
BUNGIE AND DESIGN	United States	16	78/098,431		Application
BUNGIE AND DESIGN	United States	25		2,837,425	Registered
BUNGIE AND DESIGN	United States	28	78/976,026		Application
BUNGIE.NET AND DESIGN	United States	9	78/390,300		Application
BUNGIE.NET AND DESIGN	United States	41	78/390,301		Application

Domain Name:

Domain Name	Registrar
www.Bungie.net	
www.bungie.com	
www.seventhcolumn.org	