

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brash Entertainment LLC		01/08/2009	LIMITED LIABILITY COMPANY: UNITED STATES

RECEIVING PARTY DATA

Name:	Ubisoft Entertainment
Street Address:	107 Avenue Henri Freville
Internal Address:	Muraccini Marc
City:	Montreuil Sous Bois
State/Country:	FRANCE
Postal Code:	93108
Entity Type:	COMPANY: FRANCE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77516173	FUN PARK
Serial Number:	77517200	FUN PARK

CORRESPONDENCE DATA

Fax Number: (014)818-5973
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 148185637
 Email: trademark.domainname@ubisoft.com
 Correspondent Name: Ubisoft Entertainment
 Address Line 1: 28 Rue Armand Carrel
 Address Line 2: Muraccini Marc
 Address Line 4: Montreuil Sous Bois, FRANCE 93108

DOMESTIC REPRESENTATIVE

Name:

OP \$65.00 77516173

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Yves Guillemot

Signature:

/yg/

Date:

02/25/2009

Total Attachments: 3

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Exhibit 2.5(iii)

IP Assignment

This IP Assignment (the "Assignment") is executed, acknowledged and delivered by **Equitable Transitions, Inc.**, as Assignee for the Benefit of Creditors of Brash Entertainment, LLC, a Delaware limited liability company ("Brash") and **Brash** (hereinafter collectively referred to as "Assignors") to Ubisoft Entertainment SA ("Assignee"), in accordance with, and pursuant to the terms and conditions of, the Sale and Purchase Agreement dated as of January 8, 2009, between Assignor and Assignee (the "SPA"). Unless otherwise defined herein, capitalized terms used herein shall have the meaning given to such terms in the SPA.

WHEREAS, the Assignors individually and collectively own in whole or in part the right, title and interest in, to, and under certain Intellectual Property Rights in the Game, including, but not limited to Patent Rights; Trademarks including but not limited to "Fun Park" in classes 9, 28 and 41 in the United States and classes 9, 28, 41 and 42 in Europe listed in Exhibit A to this Assignment and all goodwill in the Trademarks, domain names including but not limited to those listed in Exhibit B to this Assignment, copyrights, designs, data and database rights and registrations and applications for registration thereof, including moral rights of authors; mask works and registrations and applications for registration thereof and any other rights in semiconductor topologies under the laws of any jurisdiction; inventions, invention disclosures, statutory invention registrations, trade secrets and confidential business information, know-how, manufacturing and product processes and techniques, research and development information, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, whether patentable or non-patentable, whether copyrightable or non-copyrightable and whether or not reduced to practice; and other proprietary rights relating to any of the foregoing (including remedies against infringement thereof and rights of protection of interest therein under the laws of all jurisdictions) (the "Acquired Intellectual Property Rights");

WHEREAS, the Acquired Intellectual Property Rights relate to the use of the Game, pursuant to and as set forth in the SPA; and

WHEREAS, Assignee is desirous of acquiring an interest in said Property Rights;

NOW, THEREFORE, pursuant to the SPA and in consideration of the payment made by Assignee thereunder as of the Effective Date, the additional payment of One Hundred US Dollars (\$100), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Assignee agree as follows:

The Assignors have agreed to individually and collectively Transfer and by these presents do hereby individually and collectively sell, convey, transfer, assign, and deliver unto Assignee, its successors and assigns (actual or deemed), free and clear of all Encumbrances, except as set forth in the SPA, Assignors' entire right, title, and interest in, to, and under the said Acquired Intellectual Property Rights, together with any and all registrations obtained therefor, and any renewals or extensions of such registrations; the 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 together the right to sue and recover infringements of Assignee's interests as Transferred herein in any of the Acquired Intellectual Property Rights, the same to be held and enjoyed by Assignee, for its own use and behalf and for its successors and assigns (actual or deemed).

Each Assignor hereby agrees that it shall itself 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 interests hereby assigned, and to put Assignee in actual possession and operating control of such interests.

All representations and warranties in the SPA with respect to the interests assigned hereby are incorporated herein by reference.

This Assignment shall be binding upon each Assignor and its successors and assigns (actual or deemed) and shall inure to the benefit of the Assignors and Assignee and their respective successors and assigns (actual or deemed). Assignee shall have the right to assign this Assignment in its sole discretion.

IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed as of this 8th day of January, 2009.

ASSIGNORS:

EQUITABLE TRANSITIONS, INC. as Assignee for the Benefit of Creditors of
BRASH ENTERTAINMENT, LLC

By: _____

Name: *David Heberbush*
Title: *CEO*

Brash Entertainment, LLC

By: _____

Name: *David Heberbush*
Title: *CEO & Assignee*



ASSIGNEE:

UBISOFT ENTERTAINMENT, SA.

By: _____

Name:
Title:

Exhibit A to IP Assignment

Trademark	Country	Status	Serial Number	Registration Number	Filing Date	Int. Classes	Owner
FUN PARK	US	PENDING	77516173	NONE	JULY 7, 2008	9, 28, 41	Brash Entertainment LLC
FUN PARK 	US	PENDING	77517200	NONE	JULY 8, 2008	9, 28, 41	Brash Entertainment LLC
FUN PARK	COMMUNITY TRADEMARKS	PENDING	7052053	NONE	JULY 9, 2008	9, 28, 41, 42	Brash Entertainment LLC
FUN PARK 	COMMUNITY TRADEMARKS	PENDING	7051873	NONE	JULY 9, 2008	9, 28, 41, 42	Brash Entertainment LLC