

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
Apogee Software, Ltd.		06/17/2009	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Radar Group, LLC		
Street Address:	7444 East Desert Cove		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85620		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3204275	PREY	
CORRESPONDENCE DATA			
Fax Number:	(214)210-5941		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	pheptig@heptiglaw.com		
Correspondent Name:	J. Pat Heptig		
Address Line 1:	5400 LBJ Frwy, Suite 1200		
Address Line 4:	Dallas, TEXAS 75240		
ATTORNEY DOCKET NUMBER:	RADAR - TM ASSIGN RECORD		
NAME OF SUBMITTER:	J. Pat Heptig		
Signature:	/J. Pat Heptig/		
Date:	06/19/2009		

OP \$40.00 3204275

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made on June 17, 2009 by and among **Apogee Software, Ltd. (d/b/a 3D Realms)**, a Texas limited partnership, with offices at 1661 Northwest Hwy., Garland, Texas 75041 (“*Assignor*”), and **Radar Group, LLC**, a Delaware limited liability company, with a principal place of business at 1047444 East Desert Cove, Scottsdale, Arizona 85620 (“*Assignee*”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and all associated applications and registrations (hereinafter the “*Marks*”) listed on the attached Exhibit A hereto; and

WHEREAS, Assignor is desirous of assigning, and Assignee is desirous of obtaining, all right, title and interest in and to the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys unto Assignee all right, title, and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by Assignee for its own, and for the use and enjoyment of its successors, assigns and/or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all Claims for Damages by reason of past infringement of the Marks, with the right to sue for, and collect the same for its own use and behalf, and for the use on behalf of its successors, assigns, or other legal representatives.

After the execution of this Assignment, at the request of the Assignee, its successors or assigns, and at the Assignee’s expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee, from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee, its successors or assigns may reasonably require to convey and deliver more effectively to the Assignee the Marks, to perfect the Assignee’s title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Marks and to give full effect to this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date(s) set forth below, with effect as of the Effective Date, which Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ASSIGNORS:

ASSIGNEE:

APOGEE SOFTWARE, LTD.

RADAR GROUP, LLC

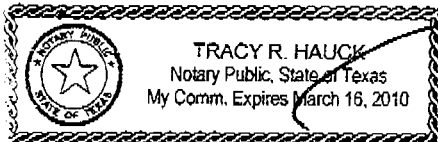
By: *Scott Miller*
Name: Scott Miller
Title: CEO of Action Entertainment, Inc., the general partner of Apogee Software, Ltd.

By: _____
Name: Jim Perkins
Title: Manager

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 17th day of June, 2009, before me appeared Scott Miller, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of Apogee Software, Ltd., acting his capacity as CEO of Action Entertainment, Inc.

Tracy R. Hauck
Notary Public



My commission expires:

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date(s) set forth below, with effect as of the Effective Date, which Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

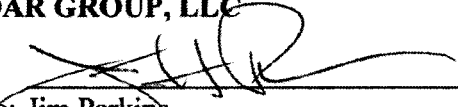
ASSIGNORS:

ASSIGNEE:

APOGEE SOFTWARE, LTD.

RADAR GROUP, LLC

By: _____
Name: Scott Miller
Title: CEO of Action Entertainment, Inc., the
general partner of Apogee Software, Ltd.

By: 
Name: Jim Perkins
Title: Manager

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this ____ day of June, 2009, before me appeared Scott Miller, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of Apogee Software, Ltd., acting his capacity as CEO of Action Entertainment, Inc.

Notary Public

My commission expires:

EXHIBIT A

SCHEDULE OF TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Class(es)	App. No./ Reg. No.
Prey	Australia	9 28	Reg. 1047941
Prey	United States	9	Reg. 3,204,275
Prey	India	9 28	Reg. 624,196
Prey	European Community	9 28 41	Reg. 000538975
Prey	China	9	Reg. 4572656
Prey	Canada	[9]	Reg. TMA 708,924
Prey	South Africa	9	Reg. No. 2005/05823