

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
UBISOFT ENTERTAINMENT		09/09/2009	CORPORATION: FRANCE
FREE RADICAL DESIGN LIMITED		09/09/2009	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	UBISOFT ENTERTAINMENT
Street Address:	107 Avenue Henri Freville
City:	Rennes Cedex
State/Country:	FRANCE
Postal Code:	35200
Entity Type:	CORPORATION: FRANCE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78891226	HAZE
Serial Number:	78891063	HAZE
Serial Number:	78891022	HAZE

CORRESPONDENCE DATA

Fax Number: (514)667-5486
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: trademark.domainname@ubisoft.com
 Correspondent Name: UBISOFT DIVERTISSEMENTS INC
 Address Line 1: 5505, St Laurent Blvd, SUite 5000
 Address Line 2: Marc Muraccini
 Address Line 4: Montreal, Quebec, CANADA H2T 1S6

DOMESTIC REPRESENTATIVE

Name: Ubisoft Inc

OP \$90.00 78891226

900156287

**TRADEMARK
 REEL: 004161 FRAME: 0157**

Address Line 1: 625 Third Street, Third Floor
Address Line 2: Laurent Detoc
Address Line 4: San Francisco, CALIFORNIA 94107

NAME OF SUBMITTER:	Yves Guillemot
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Signature:	/yg/
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Date:	03/04/2010
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Total Attachments: 3
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ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

This Assignment of trademarks (the "Assignment") is executed, acknowledged and delivered by FREE RADICAL DESIGN LIMITED (in administration) an English company with its registered office at Unit 1, Interchange 25, Bostocks Lane, Sandiacre, Nottingham NG10 5QG, UK ("Assignor"), in accordance with, and pursuant to the terms and conditions of, the Development and License Agreement dated September 30, 2005, between Assignor on one hand, and UBISOFT ENTERTAINMENT S.A a French company doing business at 28 rue Armand Carrel, 93100 Montreuil sous Bois cedex, France ("Assignee"), on the other hand (the "Agreement"). Unless otherwise defined herein, capitalized terms used herein shall have the meaning given to such terms in the Agreement. The Assignor is acting by its administrator, Cameron Frazer Gunn, of ReSolve Partners LLP, One America Square, Crosswall, London, EC3N 2LB ("Administrator"). The Administrator is acting at all times as agent of the Assignor and without personal liability. Any liability of the Administrator and/or any of his partners/members, employees, agents, advisers and/or representatives (and/or those of his firm) is expressly excluded.

WHEREAS, Assignor and Assignee has adopted, used, is using, or intends or intended to use, in connection with the Game, certain Trademarks and service marks registered in the United States Patent and Trademark Office or trademark registries in other jurisdictions, and other trademarks and service marks not so registered (collectively, as set forth in Schedule 1 hereto and incorporated herein by reference, the "Marks"); and

WHEREAS, Assignor is in administration since December, 17th 2008.

WHEREAS the Assignee has terminated the Agreement in accordance with Section 7.3 of the Agreement.

WHEREAS, according to Section 5 of the Agreement all trade names, trade marks, names or other identifications used in the Game and created, designed and/or developed by Assignor, including the Title are legally and beneficially co-owned as joint owners by Assignee and Assignor;

WHEREAS, according to Section 7.1.3 and 7.3 of the Agreement, Assignee desires to formalize the transfer to Assignee of 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 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 Assignor as related to the Game connected with the use thereof and symbolized thereby, free and clear of all encumbrance; 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 (actual or deemed) 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.

Assignor hereby agrees that it shall itself and shall cause each of its parents companies and/or affiliates to, from time to time, execute and deliver to Assignee (at the Assignee's cost and expense) 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.

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

This Assignment shall be governed by, and construed in accordance with, with respect to each assigned Marks, the laws of the jurisdiction under which that Marks exists, and in all other respects by the laws of the England, without giving effect to the conflict of laws rules thereof.

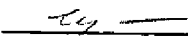
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of this ~~14~~ 9 day of ~~August~~ September, 2009.

ASSIGNOR:

ASSIGNEE:

Free Radical Design Limited
(in administration)
an English company

Ubisoft Entertainment S.A
a French corporation

By: 

By: 

Print Name: C GUNN

Print Name: Yves Guillemot

Title: For and on behalf of
Free Radical Design Limited
(in administration) by Cameron Gunn,
As administrator, as agent and without
personal liability

Title: Chief Executive Officer

SCHEDULE 1

MARKS

Trademarks

Name	Applicant	Trademark Office	Expiration Date	Registration Number	Status	Alert date	Filing Date	Application Number
HAZE	UBISOFT ENTERTAINMENT & FREE RADICAL DESIGN LTD	France	May/02/2016	063427030	Registered	Mar/02/2016	May/02/2006	063427030
HAZE	UBISOFT ENTERTAINMENT & FREE RADICAL DESIGN LTD	USA	May/24/2016		Pending	Aug/01/2009	May/24/2006	78891251
HAZE	UBISOFT ENTERTAINMENT & FREE RADICAL DESIGN LTD	USA	May/24/2016	3542018	Registered	Nov/01/2013	May/24/2006	78891226
HAZE	UBISOFT ENTERTAINMENT & FREE RADICAL DESIGN LTD	USA	May/24/2016	3542017	Registered	Nov/01/2013	May/24/2006	78891063
HAZE	UBISOFT ENTERTAINMENT & FREE RADICAL DESIGN LTD	USA	May/24/2016	3542016	Registered	Nov/01/2013	May/24/2006	78891022
HAZE	UBISOFT ENTERTAINMENT & FREE RADICAL DESIGN LTD	Europe	Oct/19/2016		Pending	Aug/01/2016	Oct/19/2006	005402615
HAZE	UBISOFT ENTERTAINMENT & FREE RADICAL DESIGN LTD	Australia	Nov/23/2016	1148520	Registered	Sep/01/2016	Nov/23/2006	1148520
HAZE	UBISOFT ENTERTAINMENT & FREE RADICAL DESIGN LTD	JAPAN	Jul/31/2017		Withdrawn	May/01/2017	Jul/31/2007	2007-84644
HAZE	UBISOFT ENTERTAINMENT & FREE RADICAL DESIGN LTD	Canada	May/11/2022		Pending	Apr/01/2010	May/11/2007	1347457