

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.		02/10/2010	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Gearbox Software, L.L.C.		
Street Address:	101 East Park Blvd., Suite 1200		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75074		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2578916	DUKE NUKEM	
Registration Number:	2596829	HAIL TO THE KING	
Registration Number:	2435065		
CORRESPONDENCE DATA			
Fax Number:	(214)453-0810		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-477-9098		
Email:	tim@ackermannlaw.com		
Correspondent Name:	Timothy G. Ackermann		
Address Line 1:	1700 Pacific Ave., Suite 2650		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	011-002, 011-003, 011-004		
NAME OF SUBMITTER:	Timothy G. Ackermann		

OP \$90.00 2578916

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TRADEMARK
REEL: 004540 FRAME: 0427

Signature:	/TGAckermann/
Date:	05/12/2011
Total Attachments: 3 source=Apogee_Gearbox--TM_Assignment#page1.tif source=Apogee_Gearbox--TM_Assignment#page2.tif source=Apogee_Gearbox--TM_Assignment#page3.tif	

Exhibit 2.7(a)(ii)(C) – Assignment of Servicemarks and Trademarks

THE ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS is made and entered into as of February 2, 2010, by and among Apogee Software, Ltd., a Texas limited partnership (“Assignor”), and Gearbox Software, L.L.C., a Texas limited liability company (“Assignee”).

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement (the “Agreement”), dated as written above, pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under Assignor’s registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Exhibit 2.7(a)(ii)(C)(1) annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the “Marks”).

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all right to sue for infringement of any Mark, whither arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns form and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

APOGEE SOFTWARE, LTD.

By: [Signature]

Name: Scott Miller

Title: CEO of Action Entertainment, Inc., the general partner of Apogee Software, Ltd.

State of Texas)
County of Dallas) ss:

On the 2nd day of February 2010, before me, Tracy Hauck, personally appeared SCOTT MILLER, C.E.O. of Apogee Software, Ltd., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public

[SEAL]

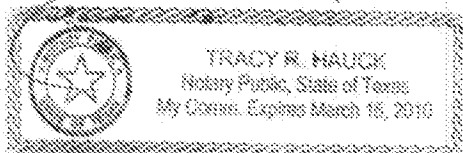


Exhibit 2.7(a)(ii)(C)(i) – Duke Nukem Trademarks and Servicemarks

All of the Duke IP Trademarks and Servicemarks, registered and unregistered, transferred as a result of this Agreement are provide below:

<u>Mark</u>	<u>Reg. No.</u>	<u>Issue Date</u>	<u>Country</u>
DUKE NUKEM	2,578,916	June 11, 2002	U.S.
HAIL TO THE KING	2,596,829	July 23, 2002	U.S.
[Nuclear Symbol]	2,435,065	March 13, 2001	U.S.
HAIL TO THE KING	2,173,391	October 18, 2002	EU
HAIL TO THE KING	TMA648429	September 19, 2005	Canada
HAIL TO THE KING	870189	January 9, 2002	Australia
COME GET SOME	2,436,890	March 20, 2001 (Cancelled under section 8 on 12/22/07)	U.S.
HAIL TO THE KING BABY	2,647,969	November 12, 2002 (Cancelled under section 8 on 6/20/09)	U.S.