

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305173

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atari Interactive, Inc.		08/09/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wargaming World Limited		
Street Address:	105 Agion Omologiton Avenue		
City:	Nicosia		
State/Country:	CYPRUS		
Postal Code:	1080		
Entity Type:	COMPANY: CYPRUS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2116838	MASTER OF ORION	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2028243000		
Email:	bwptotm@bannerwitcoff.com		
Correspondent Name:	Ross A. Dannenberg, Banner & Witcoff Ltd		
Address Line 1:	1100 13th Street, NW		
Address Line 2:	Suite 1200		
Address Line 4:	Washington, ILLINOIS 20005-4051		
ATTORNEY DOCKET NUMBER:	007929.00192		
NAME OF SUBMITTER:	Anna L. King		
SIGNATURE:	/Anna King/		
DATE SIGNED:	05/21/2014		
Total Attachments: 10			
source=MASTER OF ORION Assignment and Schedule#page1.tif			
source=MASTER OF ORION Assignment and Schedule#page2.tif			
source=MASTER OF ORION Assignment and Schedule#page3.tif			
source=MASTER OF ORION Assignment and Schedule#page4.tif			
source=MASTER OF ORION Assignment and Schedule#page5.tif			

CH \$40.00 2116838

TRADEMARK

source=MASTER OF ORION Assignment and Schedule#page6.tif
source=MASTER OF ORION Assignment and Schedule#page7.tif
source=MASTER OF ORION Assignment and Schedule#page8.tif
source=MASTER OF ORION Assignment and Schedule#page9.tif
source=MASTER OF ORION Assignment and Schedule#page10.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*Agreement*”) is entered into as of the Closing Date, as defined in the Purchase Agreement, by and among Atari, Inc., a Delaware corporation, Atari Interactive, Inc., a Delaware corporation, Humongous, Inc., a Delaware corporation, and California U.S. Holdings, Inc., a California corporation (collectively, the “*Assignors*”) and Wargaming World Limited, a limited liability private company registered under the laws of the Republic of Cyprus with registration number HE 317029 (“*Assignee*”). Each capitalized term used and not otherwise defined herein has the meaning given to such term in the Asset Purchase Agreement, dated as of July 18, 2013 (the “*Purchase Agreement*”), by and among Assignors and Assignee.

WHEREAS, the Assignors hold certain right, title and interest in and to the Intellectual Property set forth in Schedule 1¹ attached hereto (“*Assigned Intellectual Property*”);

WHEREAS, pursuant to the Sales Order and to the extent permitted by applicable law, on the terms and subject to the conditions set forth in the Purchase Agreement, the Assignor shall sell, convey, transfer, assign and deliver the Assigned Intellectual Property to Assignee; and

WHEREAS, the parties wish to confirm and memorialize their agreement with respect to the Assigned Intellectual Property, and through this Agreement, the parties are consummating said assignment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement, and expressly subject thereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment. The Assignors hereby convey, transfer, assign and deliver (collectively, the “*Assignment*”) to Assignee all of Assignors’ right, title and interest in and to the Assigned Intellectual Property and any and all goodwill symbolized thereby (as applicable), as set forth on Schedule 1 attached hereto, free and clear of all Liens and Claims other than Assumed Liabilities and Permitted Liens.
2. Recordation of Assignment. The Assignment may be made of record in any government and/or administrative authorities, including in the United States Patent and Trademark Office, the United States Copyright Office or their foreign equivalents, as appropriate and desired by Assignee.
3. Expenses. Except as otherwise expressly provided in the Purchase Agreement, Assignors and Assignee will each bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement, including all fees and expenses of agents, representatives, financial advisors, legal counsel, and accountants.

¹ NTD: this is intended to include the IP identified on Schedule 1.01.

4. No Representations. The Assignors and Assignee acknowledge that, other than as expressly provided herein, neither the Assignor nor the Assignee makes any representation or warranty whatsoever, express or implied.

5. No Third-Party Beneficiaries. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person not party to this Agreement or to confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

7. Interpretation. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern.

8. Amendments and Waivers. This Agreement may not be amended or waived except in a writing executed by the party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify or amend any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

9. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state. The parties hereto agree that, during the Bankruptcy Period, any suit, action or proceeding, seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought exclusively in the Bankruptcy Court. The parties further agree that, following the Bankruptcy Period, any suit, action or proceeding with respect to this Agreement or the transactions contemplated hereby shall be brought against any of the parties exclusively in either the United States District Court for the Southern District of New York or any state court of the State of New York located in such district, and each of the parties hereby irrevocably consents to the jurisdiction of such court and the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the such courts or that any such suit, action or proceeding which is brought in such courts has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of the Bankruptcy Court, the United States District Court for the Southern District of New York or any state court of the State of New York. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 12.01 of the Purchase Agreement shall be deemed effective service of process on such party.

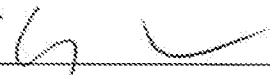
10. Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

11. Counterparts. This Agreement 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. Signed PDF copies exchanged via electronic mail or facsimile copies of this Agreement shall legally bind the parties to the same extent as original documents

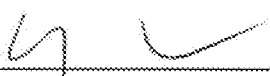
IN WITNESS WHEREOF, this Agreement has been duly executed as of the Closing Date.

ASSIGNORS:

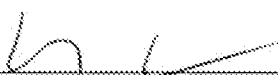
ATARI, INC.

By: 
Name: GENE DAVIS
Title: Authorized Signatory

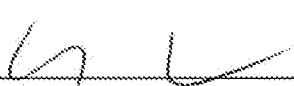
ATARI INTERACTIVE, INC.

By: 
Name: GENE DAVIS
Title: Authorized Signatory

HUMUNGOUS, INC.

By: 
Name: GENE DAVIS
Title: Authorized Signatory

CALIFORNIA U.S. HOLDINGS, INC.

By: 
Name: GENE DAVIS
Title: Authorized Signatory

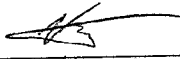
DATED: August 9, 2013

Signature Page to IP Assignment Agreement

Accepted and agreed as of the Closing Date:

ASSIGNEE:

WARGAMING WORLD LIMITED

By: 
Name: Nick Kutsalapov
Title: Director

SCHEDULE 1

[To match Schedule 1.01 of the Purchase Agreement]

Schedule 1.01

Intellectual Property

I. Master of Orion Franchise

The following franchises and any and all rights and technology (including software) arising out of or associated therewith or constituting thereof, as the case may be (collectively, the “**Master of Orion Franchise**”):

- a. Master of Orion
- b. Master of Orion II: Battle at Antares
- c. Master Of Orion 3

II. Copyrights

The following registered copyrights (collectively, the “**Copyrights**”):

Game Title	Claimant	Registration #	Registration Date
Master of Orion 3	Atari Interactive, Inc.	PA 1-127-209	3/28/03
Master of Orion II: Battle at Antares	MicroProse Software, Inc.	PA 784-358	2/20/1997
Master of Orion II: Battle at Antares: The Official Strategy Guide	MicroProse Software, Inc.	TX 4-445-709	1/15/1997
Master of Orion: The Official Strategy Guide	MicroProse Software, Inc.	TX 4-027-703	3/29/1995

III. Trademarks

The following registered trademarks and any and all rights arising out of or associated therewith, and any and all goodwill associated therewith or with the Master of Orion Franchise (collectively, the “**Trademarks**”):

Company	Trademark	Territory	Application Number	Filing Date	Registration Number	Registration Date	Due Date	Class Number	Ownership Status
Atari Interactive, Inc. (2003)	MASTER OF ORION	United States	75079042	MAR-26-1996	2116838	NOV-25-1997	MAY-25-2018	Class 28 (Toys & sporting goods)	Registered
Atari Interactive, Inc. (2003)	MASTER OF ORION	United States	75079042	MAR-26-1996	2116838	NOV-25-1997	NOV-25-2017	Class 28 (Toys & sporting goods)	Registered
Atari Interactive, Inc. (2003)	BATTLE AT ANTARES	United States	77296644	OCT-04-2007	3422765	MAY-06-2008	MAY-06-2014	Class 09 (Electrical & Scientific apparatus)	Registered
Atari Interactive, Inc. (2003)	BATTLE AT ANTARES	United States	77296644	OCT-04-2007	3422765	MAY-06-2008	MAY-06-2018	Class 09 (Electrical & Scientific apparatus)	Registered

IV. Domain Names

The following domain names and all rights therein (collectively, the “**Domain Names**”)

Domain Names	Registrant	Expiry Date
masteroforion.com	Atari Interactive, Inc.	4-Feb-14
masteroforion.xxx	Atari Interactive, Inc.	6-Dec-13
masteroforion3.com	Atari Interactive, Inc.	4-Feb-14
masteroforion4.com	Atari Interactive, Inc.	6-Dec-13
moo3.com	Atari Interactive, Inc.	24-Apr-14

V. Inventory: games and other ancillary product inventories solely related to the Master of Orion Franchise to which items Sellers have title and that are in the possession of Sellers or held by a third party on behalf of Sellers (“**Inventory**”). Except as otherwise expressly provided in the Asset Purchase Agreement or the Intellectual Property Assignment Agreement, Seller shall not be obligated to incur any additional costs to convey any item of Inventory; provided, however, Seller will notify Buyer in writing of the estimated additional costs associated with such conveyance. If Buyer notifies Seller within thirty (30) days of receiving such notice that it agrees to incur such additional costs, Seller will convey any such Inventory and pass through, without mark-up, such additional costs to Buyer.

Schedule 2.01(b)

Assumed Contracts

None.