

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305175

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, 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: 2			
Property Type	Number	Word Mark	
Registration Number:	2234694	TOTAL ANNIHILATION	
Registration Number:	2136279	TOTAL ANNIHILATION	
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:	007929.00193-194		
NAME OF SUBMITTER:	Anna L. King		
SIGNATURE:	/Anna King/		
DATE SIGNED:	05/21/2014		
Total Attachments: 11			
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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 17, 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 1**¹ 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

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

the preparation, execution and performance of this Agreement, including all fees and expenses of agents, representatives, financial advisors, legal counsel, and accountants.

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.

PRIVILEGED AND CONFIDENTIAL

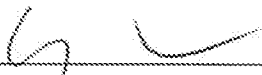
10. Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

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

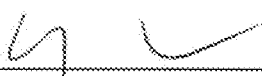
IN WITNESS WHEREOF, this Agreement has been duly executed as of the Closing Date.

ASSIGNORS:

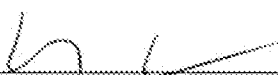
ATARI, INC.

By: 
Name: GENE DAVIS
Title: Authorized Signatory

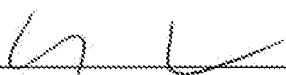
ATARI INTERACTIVE, INC.

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

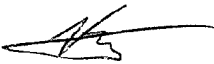
Signature Page to IP Assignment Agreement

PRIVILEGED AND CONFIDENTIAL

Accepted and agreed as of the Closing Date:

ASSIGNEE:

WARGAMING WORLD LIMITED

By: 
Name: Nick Katselapov
Title: Director

SCHEDULE 1

[To match Schedule 1.01 of the Purchase Agreement]

Schedule 1.01

Intellectual Property

I. Total Annihilation 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 “**Total Annihilation Franchise**”):

- a. Total Annihilation
- b. Total Annihilation: Battle Tactics
- c. Total Annihilation: The Core Contingency
- d. Total Annihilation: Kingdoms
- e. Total Annihilation: Gold Edition
- f. Total Annihilation: Commander Pack
- g. Total Annihilation: Kingdoms-Iron Plague

II. Copyrights

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

Game Title	Claimant	Registration #	Registration Date
Total Annihilation	Atari, Inc.	PA 976-114	8/31/99
Total Annihilation: Battle Tactics	Atari, Inc.	PA 976-117	8/31/99
Total Annihilation: Kingdoms	Atari, Inc.	PA 976-118	8/31/99
Total Annihilation: The Core Contingency	Atari, Inc.	PA 976-116	8/31/99

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 Total Annihilation Franchises (collectively, the "Trademarks"):

Company	Trademark	Territory	Application Number	Filing Date	Registration Number	Registration Date	Due Date	Class Number	Ownership Status
Atari, Inc. (2003)	TOTAL ANNIHILATION	Australia	1065648	JUL-20-2005	1065648	JUL-20-2005	JUL-20-2015	Class 09 (Electrical & Scientific apparatus)	Registered
Atari, Inc. (2003)	TOTAL ANNIHILATION	China	4859510	AUG-26-2005	4859510	JUL-28-2008	JUL-27-2018	Class 09 (Electrical & Scientific apparatus)	Registered
Atari, Inc. (2003)	TOTAL ANNIHILATION	European Community	004500311	JUL-18-2005	004500311	AUG-14-2006	JUL-18-2015	Class 09 (Electrical & Scientific apparatus)	Registered
Atari, Inc. (2003)	TOTAL ANNIHILATION	European Community	004500311	JUL-18-2005	004500311	AUG-14-2006	JUL-18-2015	Class 28 (Toys & sporting goods)	Registered
Atari, Inc. (2003)	TOTAL ANNIHILATION	European Community	004500311	JUL-18-2005	004500311	AUG-14-2006	JUL-18-2015	Class 41 (Education & Entertainment)	Registered
Atari, Inc. (2003)	TOTAL ANNIHILATION	Hong Kong	300460953	JUL-20-2005	300460953	JUL-20-2005	JUL-19-2015	Class 09 (Electrical & Scientific apparatus)	Registered
Atari, Inc. (2003)	TOTAL ANNIHILATION	Japan	2005-066823	JUL-20-2005	4985544	SEP-08-2006	SEP-08-2016	Class 09 (Electrical & Scientific apparatus)	Registered
Atari, Inc. (2003)	TOTAL ANNIHILATION	Korea, South	40-2005-0035463	JUL-27-2005	4006724020000	JUL-31-2006	JUL-31-2016	Class 09 (Electrical & Scientific apparatus)	Registered
Atari, Inc. (2003)	TOTAL ANNIHILATION	New Zealand	733451	AUG-01-2005	733451	JAN-11-2007	AUG-01-2015	Class 09 (Electrical & Scientific apparatus)	Registered
Atari, Inc. (2003)	TOTAL ANNIHILATION	United States	75132605	JUL-11-1996	2234694	MAR-23-1999	MAR-23-2019	Class 09 (Electrical & Scientific apparatus)	Registered
California US Holdings, Inc.	TOTAL ANNIHILATION	France		APR-15-1998	98728479		APR-14-2018	Class 09 (Electrical & Scientific apparatus)	Registered
California US Holdings, Inc.	TOTAL ANNIHILATION BATAILLES STRATEGIQUES	France		SEPT-7-1998	98748890		SEP-6-2018	Class 09 (Electrical & Scientific apparatus)	Registered
Atari, Inc. (2003)	TOTAL ANNIHILATION	United States	75132808	JUL-11-1996	2136279	FEB-10-1998	FEB-10-2018	Class 09 (Electrical & Scientific apparatus)	Registered
Atari, Inc. (2003)	CAVE DOG	Canada	834150	JAN-20-1997	506661	JAN-18-1999	JAN-18-2014	Class 09 (Electrical & Scientific apparatus)	Registered
Atari, Inc. (2003)	CAVE DOG	Canada	834150	JAN-20-1997	506661	JAN-18-1999	JAN-18-2014	Class 28 (Toys & sporting goods)	Registered
Atari, Inc. (2003)	CAVE DOG	Canada	834150	JAN-20-1997	506661	JAN-18-1999	JAN-19-2014	Class 09 (Electrical & Scientific apparatus)	Registered

Atari, Inc. (2003)	CAVE DOG	Canada	834150	JAN-20-1997	506661	JAN-18-1999	JAN-19-2014	Class 28 (Toys & sporting goods)	Registered
Atari, Inc. (2003)	CAVE DOG	European Community	457341	JAN-27-1997	457341	JAN-04-1999	JAN-27-2017	Class 09 (Electrical & Scientific apparatus)	Registered
Atari, Inc. (2003)	CAVE DOG	European Community	457341	JAN-27-1997	457341	JAN-04-1999	JAN-27-2017	Class 28 (Toys & sporting goods)	Registered
Atari, Inc. (2003)	CAVE DOG	Japan	H09-006636	JAN-24-1997	4179909	AUG-21-1998	AUG-21-2018	Class 09 (Electrical & Scientific apparatus)	Registered
Atari, Inc. (2003)	CAVE DOG	Japan	H09-006637	JAN-24-1997	4229245	JAN-14-1999	JAN-14-2019	Class 28 (Toys & sporting goods)	Registered
Atari, Inc. (2003)	CAVE DOG	New Zealand	2716101	JAN-16-1997	271610	JAN-16-1997	JAN-16-2018	Class 09 (Electrical & Scientific apparatus)	Registered
Atari, Inc. (2003)	CAVE DOG	New Zealand	271611	JAN-16-1997	271611	JAN-16-1997	JAN-16-2018	Class 28 (Toys & sporting goods)	Registered
Atari, Inc. (2003)	CAVE DOG	United States	75228012	JAN-18-1997	2219494	JAN-19-1999	JAN-19-2019	Class 09 (Electrical & Scientific apparatus)	Registered
Atari, Inc. (2003)	CAVE DOG Design	New Zealand	272318	FEB-03-1997	272318	FEB-03-1997	FEB-03-2018	Class 09 (Electrical & Scientific apparatus)	Registered
Atari, Inc. (2003)	CAVE DOG Design	New Zealand	272319	FEB-03-1997	272319	FEB-03-1997	FEB-03-2018	Class 28 (Toys & sporting goods)	Registered
Atari, Inc. (2003)	CAVE DOG (DESIGN)	Australia	727102	FEB-03-1997	727102	OCT-31-1997	FEB-03-2017	Class 09 (Electrical & Scientific apparatus)	Registered
Atari, Inc. (2003)	CAVE DOG (DESIGN)	Australia	727102	FEB-03-1997	727102	OCT-31-1997	FEB-03-2017	Class 28 (Toys & sporting goods)	Registered
Atari, Inc. (2003)	CAVE DOG (DESIGN)	Canada	835415	FEB-03-1997	516313	SEP-15-1999	SEP-15-2014	Class 09 (Electrical & Scientific apparatus)	Registered
Atari, Inc. (2003)	CAVE DOG (DESIGN)	Canada	835415	FEB-03-1997	516313	SEP-15-1999	SEP-15-2014	Class 28 (Toys & sporting goods)	Registered
Atari, Inc. (2003)	CAVE DOG (DESIGN)	European Community	469890	FEB-17-1997	469890	NOV-19-1998	FEB-17-2017	Class 09 (Electrical & Scientific apparatus)	Registered
Atari, Inc. (2003)	CAVE DOG (DESIGN)	European Community	469890	FEB-17-1997	469890	NOV-19-1998	FEB-17-2017	Class 28 (Toys & sporting goods)	Registered
Atari, Inc. (2003)	CAVE DOG (DESIGN)	Japan	H09-128076	JUN-06-1997	4238565	FEB-12-1999	FEB-12-2019	Class 28 (Toys & sporting goods)	Registered
Atari, Inc. (2003)	CAVE DOG (DESIGN)	Japan	Hei912807597	JUN-16-1997	4212128	NOV-20-1998	NOV-20-2018	Class 09 (Electrical & Scientific apparatus)	Registered
Atari, Inc. (2003)	CAVE DOG (DESIGN)	United States	75277657	APR-18-1997	2219633	JAN-19-1999	JAN-19-2019	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
totalannihilation.com	Atari, Inc.	23-Mar-14
totalannihilation.xxx	Atari, Inc.	23-Mar-14
cavedog.com	Atari, Inc.	29-Sep-13
cavedog.org	Atari, Inc.	29-May-14
tadungeons.org	Atari, Inc.	9-Jul-13
ta-kingsdoms.de	Atari Europe	

V. Inventory: games and other ancillary product inventories solely related to the Total Annihilation 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 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