

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM374651

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
38 Studios Baltimore LLC		12/19/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SecretNewCo Games, Inc.		
<b>Street Address:</b>	1954 Greenspring Drive, Suite 240		
<b>City:</b>	Timonium		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21093		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2849468	BIG HUGE GAMES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	sullivansu@gtlaw.com		
<b>Correspondent Name:</b>	Greenberg Traurig, LLP		
<b>Address Line 1:</b>	1 International Place		
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	144488.010000		
<b>NAME OF SUBMITTER:</b>	Michael Cohen		
<b>SIGNATURE:</b>	/Michael Cohen/		
<b>DATE SIGNED:</b>	02/26/2016		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made this 19th day of December, 2013 ("Effective Date") by and between Richard J. Land, Receiver of 38 Studios Baltimore LLC (d/b/a Big Huge Games), ("38 Studios" or the "Seller" or "Assignor") (the "Receiver"), by the authority vested in the Receiver by Order of the Superior Court of the State of Rhode Island, Providence County, entered on the 8th day of November, 2013, in those consolidated receivership proceedings captioned as Rhode Island Economic Development Corporation v. 38 Studios, LLC, et al., P.B. #12-4095, P.B. #12-4096, P.B. #12-4097, and P.B. #12-4098 (the "Receivership Proceedings") and **SecretNewCo Games, Inc., 1954 Greenspring Drive, Suite 240, Timonium, MD 21093** ("Assignee").

**WHEREAS**, 38 Studios owns all right, title and interest in and to certain trademarks and service marks, including the applications and/or registrations and all common law rights associated therewith, of the Marks in the schedule attached hereto as Exhibit A, and incorporated herein by reference (collectively, the "Marks");

**WHEREAS**, the Assignor is the subject of the Receivership Proceedings and has agreed to assign certain assets, including the Marks, pursuant to the sale process established in the Receivership Proceedings, and to execute this Assignment subject to the Assignee's agreement to, and execution of, the terms and conditions of that Receiver's Bill of Sale executed contemporaneously herewith, the Marks being all or a portion of the Purchased Assets defined in that Receiver's Bill of Sale; and

**WHEREAS**, the Assignor desires to assign all of the rights, title and interests of the Assignor in and to the Marks together with the goodwill of the business symbolized by the Marks to the Assignee, and the Assignee has agreed to accept said assignment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks together with the goodwill of the business symbolized by the Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with all causes of action (in law or equity), claims, demands, and any other rights for, or arising from any past, present or future infringement, of the Marks, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, and other legal representatives. This assignment is made subject to all existing authorized uses and licenses for the use of the Marks, including but not limited to the use of the Marks in the the video games "Kingdoms of Amalur: Reckoning", "Rise of Nations",

"Rise of Nations: Thrones and Patriots" and "Rise of Legends", "Age of Empires," "Catan" and the marketing, distribution and sale of the same.

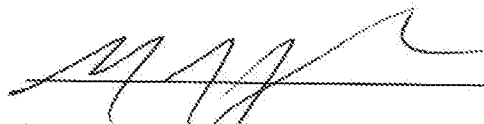
THE TERMS OF THE RECEIVER'S BILL OF SALE ARE HEREBY INCORPORATED BY REFERENCE HEREIN.

Assignor hereby requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor and its successors and assigns and Receiver shall execute and deliver to Assignee any reasonably necessary further documents or instruments and shall take any reasonable actions which may be necessary to effect the foregoing assignment or the recordation or perfection thereof; provided that, the Receiver's obligations hereunder shall terminate upon the entry of a Final Judgment and Order in the Receivership Proceedings.

This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this Assignment by facsimile or electronic mail (with signature visible) shall be as effective as delivery of a manually executed counterpart of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.



RICHARD J. LAND, AS AND ONLY AS  
RECEIVER OF 38 STUDIOS BALTIMORE, LLC,  
AND NOT INDIVIDUALLY

Dated: 12/19/13



SECRETNEWCO GAMES, INC.

By Timothy Train  
Its duly authorized representative

Dated: 12/19/13

Exhibit A

Registered Marks

<u>Mark</u>	<u>Country</u>	<u>Registration Information</u>
"Big Huge Games"	USA	Serial #: 78/172461 Reg. #: 2849468 Reg. Date: 06/01/2004