

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valve Holdings, L.L.C.		07/01/2003	limited liability company:

RECEIVING PARTY DATA	
Name:	Valve Corporation
Street Address:	10500 NE 8th St.
Internal Address:	Suite 1000
City:	Bellevue
State/Country:	WASHINGTON
Postal Code:	98004
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	78175613	BROTHERHOOD OF ARMS
Serial Number:	76340501	COUNTER-STRIKE: CONDITION ZERO
Registration Number:	2870606	DAY OF DEFEAT
Registration Number:	2560296	GUNMAN CHRONICLES
Registration Number:	2241188	HALF-LIFE
Registration Number:	2654404	HALF-LIFE BLUE SHIFT
Serial Number:	76275717	HOSTILE TAKEOVER
Registration Number:	2329244	
Serial Number:	76328235	STEAM
Registration Number:	2371645	TEAM FORTRESS
Registration Number:	2404074	VALVE
Registration Number:	2207625	VALVE
Registration Number:	2702217	VALVE HAMMER EDITOR
Serial Number:	78245157	VALVE SOURCE

OP \$365.00 78175613

CORRESPONDENCE DATA

Fax Number: (206)623-7022

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 206 623 7580

Email: trademarks@prestongates.com

Correspondent Name: Preston Gates & Ellis LLP

Address Line 1: 925 Fourth Avenue

Address Line 2: Suite 2900

Address Line 4: Seattle, WASHINGTON 98104

ATTORNEY DOCKET NUMBER:

36063-00005

NAME OF SUBMITTER:

Sadie Fellhauer

Total Attachments: 4

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EXHIBIT 1.6B

ASSIGNMENT OF RIGHTS AND ASSUMPTION OF OBLIGATIONS AGREEMENT

THIS ASSIGNMENT OF RIGHTS AND ASSUMPTION OF OBLIGATIONS AGREEMENT (this "Assignment and Assumption") is entered into by and between Valve Corporation Corporation, a Washington corporation ("Valve Corporation") and Valve Holdings, L.L.C., a Washington limited liability company ("Company"). This Assignment and Assumption is delivered pursuant to that certain Assignment and Contribution Agreement, dated as of June 27, 2003 by and among Company and Valve Corporation (the "Contribution Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings as set forth in the Contribution Agreement.

RECITALS

A. Under the Contribution Agreement, Company agreed to transfer to Valve Corporation and Valve Corporation agreed to assume and accept from Company certain assets and rights of Company pertaining to the Transferred Assets.

B. In connection with the transactions contemplated by the Contribution Agreement, Company agreed to assign certain assets and rights pertaining to the Transferred Assets to Valve Corporation.

C. In connection with the transactions contemplated by the Contribution Agreement, Valve Corporation agreed to assume certain limited contractual obligations of Company with respect to the Transferred Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Company and Valve Corporation hereby agree as follows:

AGREEMENT

1. Assignment and Assumption.

1.1 Assignment.

Company hereby conveys, transfers, assigns and delivers to Valve Corporation, free and clear of all liens, claims, charges and encumbrances, all of the intangible assets owned by Company, other than Retained Assets, including without limitation the following:

1.1.1 Company Intellectual Property. The "Company Intellectual Property" consisting of the following:

(i) any patents, trademarks, trade names, service marks, copyrights, derivative works and any renewal rights therefor, mask works, net lists, schematics, technology, manufacturing processes, supplier lists, trade secrets, know-how, inventions, moral rights, computer software programs or applications (in both source and object code form), applications

for any of the foregoing; all software and firmware listings, all versions software source code (including any updates and comments that Company may have), and all of Company's system build software and instructions related to all software described herein; all documents, records and files relating to design, end user documentation, manufacturing, quality control, sales, marketing and customer support for all assets described herein; and all other tangible or intangible proprietary information and materials that are owned by or on behalf of Company; and

(ii) all license and other rights held by or on behalf of Company in any third party product, intellectual property, proprietary rights, documentation, or tangible or intangible property, used in the Company Business, including without limitation the types of intellectual property and intangible proprietary information described in (i) above.

1.1.2 Other Assets. "Other Assets" which shall mean all other tangible and intangible assets of the Company used in the Company Business, other than Company Intellectual Property and Retained Assets.

1.2 Retained Assets.

Notwithstanding any provision to the contrary contained in this Agreement, Retained Assets shall not be part of the Transferred Assets and shall not be sold, conveyed, transferred, assigned or delivered to Valve Corporation at the Closing, but shall be retained by Company after the Closing.

1.3 Assumption.

Company hereby assigns to Valve Corporation, and Valve Corporation hereby assumes and agrees, subject to the exclusions and limitations contained in the Contribution Agreement, to perform, pay, or discharge all of the Assumed Contracts which are listed in Schedule 1.3 of the Contribution Agreement.

Nothing contained herein shall be deemed to deprive Valve Corporation of any defenses, setoffs or counterclaims which Company may have, had or shall have with respect to any of the Assumed Contracts (the "Defenses and Claims"). Company hereby transfers, conveys and assigns to Valve Corporation all Defenses and Claims.

2. Company's Consent.

Company hereby covenants and agrees that it will, at the reasonable request of Valve Corporation, execute and deliver, and will cause its employees and agents to execute and deliver, such further instruments of sale, transfer, conveyance and assumption of the Transferred Assets at Valve Corporation's expense and take such other action as may reasonably be required to more effectively transfer, convey, assign and deliver to, and vest in, Valve Corporation, its successors and assigns title to and possession of the Transferred Assets hereby transferred, conveyed, assigned and delivered, and to put Valve Corporation in actual possession and operating control thereof.

3. Attorney-in-Fact.

Company hereby irrevocably constitutes and appoints Valve Corporation, and its successors and assigns, as Company's attorney-in-fact, with full power of substitution, in its name or otherwise, on behalf of Company for Valve Corporation's use, to claim, demand, collect and receive at any time and from time to time any and all assets, properties, claims, accounts and other rights, tangible or intangible, real, personal or mixed comprising the Transferred Assets sold, transferred, conveyed, assigned and delivered under this Assignment and Assumption.

4. Contribution Agreement.

Company, by its execution of this Assignment and Assumption, and Valve Corporation by its acceptance and consent to the form of this Assignment and Assumption, each hereby acknowledge and agree that:

(a) The terms and provisions of the Contribution Agreement shall apply to this Assignment and Assumption. The terms and conditions of this Assignment and Assumption shall be subject in all events to all terms, conditions, exceptions, and limitations contained therein; and

(b) Neither the representations and warranties nor the rights (including indemnification) and remedies of any party under the Contribution Agreement shall be deemed to have been enlarged or altered in any way by the execution, delivery, acceptance and approval of this Assignment and Assumption.

5. Applicable Law.

This Assignment and Assumption shall be governed by, and construed and interpreted in accordance with, the laws of the state of Washington.

6. Effective Date of Assignment and Assumption.

This Assignment and Assumption shall be deemed effective for all purposes as of the Closing.

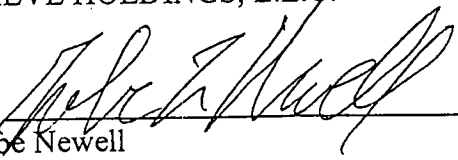
[Remainder of Page Intentionally Omitted]

ASSIGNMENT OF RIGHTS AND ASSUMPTION OF OBLIGATIONS AGREEMENT—
SIGNATURE PAGE

IN WITNESS WHEREOF, Company has executed this Assignment and Assumption
effective as of July 1, 2003.

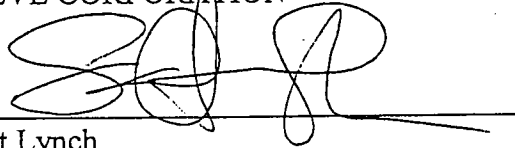
COMPANY:

VALVE HOLDINGS, L.L.C.

By 
Gabe Newell
Its Managing Director

ACCEPTED:

VALVE CORPORATION

By 
Scott Lynch
Its Vice President