

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
Id Software, Inc.		06/23/2009	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	ZMI Acquisition Sub, LLC
Street Address:	3819 Towne Crossing Boulevard, Suite 222
City:	Mesquite
State/Country:	TEXAS
Postal Code:	75150-6123
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	76691284	WOLFENSTEIN
Registration Number:	3213821	QUAKE 4
Registration Number:	3134811	SPEAR OF DESTINY
Registration Number:	3128560	QUAKECON
Registration Number:	3220443	ORCS & ELVES
Registration Number:	3094804	ENEMY TERRITORY
Registration Number:	3109831	RESURRECTION OF EVIL
Registration Number:	2928605	DOOM3
Serial Number:	76475702	QUEST
Registration Number:	2823982	RETURN TO CASTLE WOLFENSTEIN: TIDES OF WAR
Registration Number:	2823981	RETURN TO CASTLE WOLFENSTEIN: OPERATION RESURRECTION
Registration Number:	2798360	QUAKE III REVOLUTION
Registration Number:	2382571	Q III A

CH \$690.00 76691284

Registration Number:	2336765	QUAKE III ARENA
Registration Number:	2210636	Q
Registration Number:	2242023	Q II
Registration Number:	2248229	QUAKE II
Registration Number:	2084910	FINAL DOOM
Registration Number:	2283812	Q II
Registration Number:	2165125	ID
Registration Number:	2203874	Q
Registration Number:	2256022	Q
Registration Number:	2254868	QUAKE
Registration Number:	2303100	DOOM II
Registration Number:	1895186	WOLFENSTEIN 3D
Registration Number:	2032587	QUAKE
Registration Number:	2050083	DOOM

CORRESPONDENCE DATA

Fax Number: (972)701-8765
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: wcloud@hhdulaw.com
Correspondent Name: D. Wade Cloud, Jr.
Address Line 1: 15303 Dallas Parkway, Suite 700
Address Line 4: Addison, TEXAS 75001

NAME OF SUBMITTER:	D. Wade Cloud, Jr.
Signature:	/dwc/
Date:	07/03/2009

Total Attachments: 6
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "**Agreement**"), dated as of June 23, 2009, is by and among Id Software, Inc., a Texas corporation (the "**Company**") Id Distribution, Inc., a Texas corporation and wholly owned subsidiary of the Company ("**Id Distribution**") and Id Communications, Inc., a Texas corporation and wholly owned subsidiary of the Company ("**Id Communications**" and together with the Company and Id Distribution, the "**Assignors**"), and ZMI Acquisition Sub, LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, the Assignee and Assignors, are parties to a certain Asset Purchase Agreement dated as of May 19, 2009 (the "**Purchase Agreement**") by and among the Assignee, Assignors, the stockholders of the Company (the "**Stockholders**") and ZeniMax Media Inc., a Delaware corporation ("**ZeniMax**"), with respect to the sale by the Assignors and purchase by the Assignee of substantially all of the assets of the Assignor, on the terms and conditions set forth in the Purchase Agreement;

WHEREAS, the Purchase Agreement requires the Assignors to sell, assign, transfer, convey and deliver all of the Assignors' right, title and interest in and to the Intellectual Property including, without limitation, the Marks and Domain Names listed on Exhibit A hereto; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Purchase Price paid by the Assignee and ZeniMax to the Assignors under the Purchase Agreement and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged by the Assignors and the Assignee, and with the intent to be legally bound, the Assignors and the Assignee hereby agree as follows:

1. Assignors hereby irrevocably sell, assign, transfer, convey and deliver unto Assignee all of their right, title, and interest in and to the Marks and Domain Names, free and clear of all Liens, together with all of the goodwill of the business associated with and symbolized by such Marks and Domain Names, the applications and registrations therefor, and any rights of the Assignors to sue any third parties for any past infringement of or to the Marks and Domain Names, for the use and behalf of Assignee and its successors, assigns or other legal representative and to prosecute such applications and registrations in the United States Patent and Trademark Office or in any foreign jurisdiction.

2. After the execution of this Agreement, at the request of the Assignee, its successors or assigns, and at the Assignee's expense, but without additional consideration to the Assignors, the Assignors will execute and deliver to the Assignee, from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee, its successors or assigns may reasonably require to convey and deliver more effectively to the Assignee the Marks and Domain Names, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Marks and

Domain Names and to give full effect to this Agreement and Assignors grant a limited power of attorney to Assignee, its successors and assigns, to execute such documents in Assignor's names if any Assignor fails or refuses to do so. Assignors hereby authorize Assignee, its successors and assigns, to file in the United States Patent and Trademark Office or any foreign patent and trademark office, on Assignor's behalf, any claim for the renewal of any trademark registrations for the Marks.

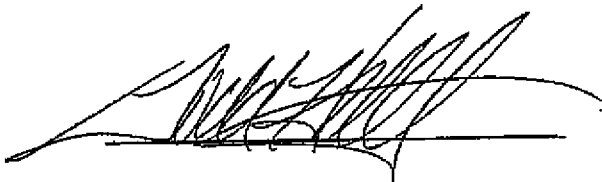
3. This Agreement is binding on the Assignors and their respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

4. This Trademark Assignment Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware, USA, without regard to principles of conflict of laws.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

ATTEST:

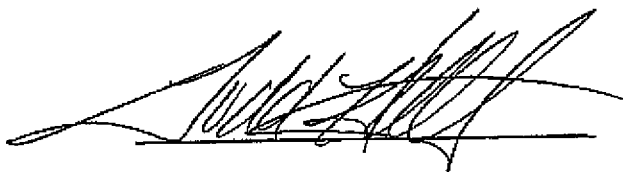


ASSIGNORS:

ID SOFTWARE, INC.

By: John Carmack (SEAL)
Name: John Carmack
Title: President and chairman of the board

ATTEST:



ID DISTRIBUTION, INC.

By: John Carmack (SEAL)
Name: John Carmack
Title: President and chairman of the board

ATTEST:



ID COMMUNICATIONS, INC.

By: Katherine Kang (SEAL)
Name: Katherine Kang
Title: President

ATTEST:

ASSIGNEE:

ZMI ACQUISITION SUB, LLC

By: _____ (SEAL)
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

ASSIGNORS:

ATTEST:

ID SOFTWARE, INC.

By: _____ (SEAL)

Name:

Title:

ATTEST:

ID DISTRIBUTION, INC.

By: _____ (SEAL)

Name:

Title:

ATTEST:

ID COMMUNICATIONS, INC.

By: _____ (SEAL)

Name:

Title:

ASSIGNEE:

ATTEST:

ZMI ACQUISITION SUB, LLC

J. J. [Signature]

By: *[Signature]* (SEAL)

Name: *Robert A. Altman*

Title: *Chairman, CEO and President*

[Signature Page to Trademark Assignment Agreement]

TRADEMARK

REEL: 004016 FRAME: 0873

Exhibit A

Marks and Domain Names

1. U.S. Federal Trademark Applications and Registrations

<u>77584431</u>		<u>ID TECH</u>
<u>76045217</u>	<u>2640422</u>	<u>QUAKE III: TEAM ARENA</u>
<u>76684496</u>		<u>QUAKELIVE</u>
<u>76366307</u>	<u>2677364</u>	<u>RETURN TO CASTLE WOLFENSTEIN</u>
<u>76365770</u>	<u>2654286</u>	<u>RETURN TO CASTLE WOLFENSTEIN</u>
<u>76654253</u>		<u>RAGE</u>
<u>76654206</u>	<u>3529554</u>	<u>DOOM RPG</u>
<u>76654205</u>		<u>RAGE: ANARCHY</u>
<u>76640115</u>	<u>3477095</u>	<u>ENEMY TERRITORY: QUAKE WARS</u>
<u>76691284</u>		<u>WOLFENSTEIN</u>
<u>76978430</u>	<u>3213821</u>	<u>QUAKE 4</u>
<u>76647938</u>	<u>3134811</u>	<u>SPEAR OF DESTINY</u>
<u>76645959</u>	<u>3128560</u>	<u>QUAKECON</u>
<u>76643002</u>	<u>3220443</u>	<u>ORCS & BLVES</u>
<u>76639709</u>	<u>3094804</u>	<u>ENEMY TERRITORY</u>
<u>76614156</u>	<u>3109831</u>	<u>RESURRECTION OF EVIL</u>
<u>76575353</u>	<u>2928605</u>	<u>DOOM3</u>
<u>76475702</u>		<u>QUEST</u>
<u>76471883</u>	<u>2823982</u>	<u>RETURN TO CASTLE WOLFENSTEIN: TIDES OF WAR</u>
<u>76471023</u>	<u>2823981</u>	<u>RETURN TO CASTLE WOLFENSTEIN: OPERATION RESURRECTION</u>
<u>76210034</u>	<u>2798360</u>	<u>QUAKE III REVOLUTION</u>
<u>75655049</u>	<u>2382571</u>	<u>Q III A</u>
<u>75525453</u>	<u>2336765</u>	<u>QUAKE III ARENA</u>
<u>75350547</u>	<u>2210636</u>	<u>Q</u>
<u>75332006</u>	<u>2242023</u>	<u>Q II</u>
<u>75330786</u>	<u>2248229</u>	<u>QUAKE II</u>

<u>75054559</u>	<u>2084910</u>	<u>FINAL DOOM</u>
<u>75332005</u>	<u>2283812</u>	<u>Q II</u>
<u>75155451</u>	<u>2165125</u>	<u>ID</u>
<u>75414792</u>	<u>2265714</u>	<u>QUAKE II MISSION PACK: THE RECKONING</u>
<u>75350350</u>	<u>2203874</u>	<u>Q</u>
<u>75350175</u>	<u>2256022</u>	<u>Q</u>
<u>75341213</u>	<u>2254868</u>	<u>QUAKE</u>
<u>74710905</u>	<u>2303100</u>	<u>DOOM II</u>
<u>74423577</u>	<u>1895186</u>	<u>WOLFENSTEIN 3D</u>
<u>74545680</u>	<u>2032587</u>	<u>QUAKE</u>
<u>74338782</u>	<u>2050083</u>	<u>DOOM</u>