

## 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
Big Blue Box Studios Limited		01/01/2009	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Microsoft Corporation		
Street Address:	One Microsoft Way		
City:	Redmond		
State/Country:	WASHINGTON		
Postal Code:	98052-6399		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2926617	FABLE	
CORRESPONDENCE DATA			
Fax Number:	8777697945		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-678-5070		
Email:	tmdoctc@fr.com		
Correspondent Name:	Lisa M. Martens		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	29116-0048001		
NAME OF SUBMITTER:	Lisa M. Martens		
Signature:	/lisa m. martens/		

Date:

05/01/2013

**Total Attachments: 9**

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DATED JANUARY 1, 2009

(1) BIG BLUE BOX STUDIOS LIMITED

(2) MICROSOFT CORPORATION

**ASSET SALE AGREEMENT**

E21 FY09 (Big Blue Box Studios Limited-MSFT)

**TRADEMARK**  
**REEL: 005020 FRAME: 0150**

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**AGREEMENT** dated January 1, 2009

**BETWEEN:**

- (1) **Big Blue Box Studios Limited**, a company registered in England under number 3598820 (**the Vendor**)
- (2) **Microsoft Corporation**, a United States corporation incorporated in the State of Washington (**the Purchaser**)

**1 AGREEMENT FOR SALE**

- 1.1 The Vendor shall sell and the Purchaser shall purchase with effect from the end of the day on January 1, 2009 (**the Sale Date**) all the goodwill of the business carried on by the Vendor (**the Business**), together with the exclusive right (so far as the Vendor can grant the same) to represent the Purchaser as carrying on the Business in succession to the Vendor, and all other property, rights and assets owned by the Vendor on the date of this Agreement as stated in Schedule 1.
- 1.2 The Purchaser shall accept such title as the Vendor has to any freehold or leasehold property included in the sale pursuant to clause 1.1 (**the Sale**) without any requisition or objection.

**2 CONSIDERATION**

- 2.1 As consideration for the Assets, the Purchaser shall perform all contracts as stated in Schedule 2 (**the Contracts**), engagements and orders binding on the Vendor and outstanding on the date of this Agreement and shall (by way of indemnity) assume all liabilities and obligations of the Vendor outstanding on the Sale Date.
- 2.2 In so far as the benefit or burden of any of the Contracts (other than the contracts of employment of the employees of the Vendor) cannot effectively be assigned to the Purchaser without the agreement of or novation with, or consent to the assignment from, the person, firm or company concerned (**the non-assignable Contracts**) -

- (a) the Vendor and the Purchaser shall co-operate to do everything they reasonably can to procure that the non-assignable Contracts are novated or assigned accordingly; and
- (b) unless and until any of the non-assignable Contracts are novated or assigned in accordance with this clause 2.2, the Purchaser shall as the Vendor's sub-contractor perform all the obligations of the Vendor under the contract in question.

**3 COMPLETION**

- 3.1 The Sale shall (subject to the provisions of clause 3.3) be completed on the date hereof when the Vendor shall execute and do and procure to be executed and done by all other necessary parties (if any) all such assurances and things as shall be reasonably required by the Purchaser for vesting in it the Assets and for giving to the Purchaser the full benefit of this Agreement.
- 3.2 The Vendor shall as from the Sale Date be deemed to have been carrying on the Business for and on account of the Purchaser, which shall be entitled to all profits of the Business earned and shall be responsible for all liabilities of the Business incurred since the Sale Date; and the Vendor shall account to, and be entitled to be indemnified by, the Purchaser accordingly.
- 3.3 If the assignment of any of the Assets requires the consent of a third party, the Vendor shall hold the same as trustee for the Purchaser until the consent is obtained and in the meanwhile shall (so far as it lawfully may) act under the direction of the Purchaser in all matters relating to that Asset.

**4 OTHER TERMS**

- 4.1 The Vendor shall use its best endeavours if so requested by the Purchaser to procure that all agreements relating to the supply of goods or services by or to the Vendor in connection with the Business which are in existence at the Sale Date are terminated

and that agreements in similar terms are entered into between the other parties to such agreements and the Purchaser and pending finalisation thereof to hold all such agreements in trust for the Purchaser who shall indemnify the Vendor accordingly.

- 4.2 The Purchaser shall, subject to the consent of the insurance offices concerned, be entitled to the benefit of all current insurances in respect of the assets included in the Sale.
- 4.3 This Agreement shall so far as it remains to be performed continue in full force and effect notwithstanding completion and the Vendor and the Purchaser shall execute such further assurances and documents as may be required to implement the provisions of this Agreement.
- 4.4 This Agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the non- exclusive jurisdiction of the English courts.
- 4.5 This Agreement may be executed in more than one counterpart and shall come into force once each party has executed such a counterpart in identical form and exchanged it with the other parties.

**SCHEDULE 1**

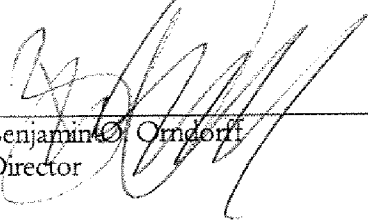
**ASSETS**



**SCHEDULE 2**

**CONTRACTS**


Signed on behalf of )  
Big Blue Box Studios Limited )



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Benjamin O. Orndorff  
Director

Signed on behalf of )  
Microsoft Corporation )



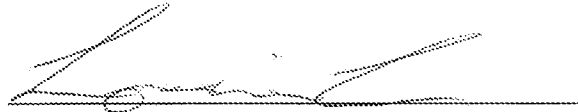
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Keith R. Dolliver  
Assistant Secretary

STATE OF WASHINGTON        )  
                                          ) ss:  
COUNTY OF KING            )

I certify that this is a true and correct copy of a document in the possession of Benjamin O. Orndorff, Assistant Secretary of Microsoft Corporation, as of this date.

Dated this 29th day of April 2013.



LOUIE S. LIN – NOTARY PUBLIC  
In and for the State of Washington, USA.  
Residing at Mercer Island, Washington, USA.  
My Appointment expires: July 19, 2015

