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
Twentieth Century Fox Film Corporation		03/26/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Vivendi Games, Inc.
Street Address:	6060 Center Drive, 5th floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90045
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2501040	NO ONE LIVES FOREVER
Registration Number:	2735085	NO ONE LIVES FOREVER
Registration Number:	2732522	NO ONE LIVES FOREVER

CH $90.00 2501040

CORRESPONDENCE DATA

Fax Number: (310)431-2796
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 310-431-4334
Email: terry.kiel@vgames.com
Correspondent Name: Rod A. Rigole
Address Line 1: 6060 Center Drive, 5th floor
Address Line 4: Los Angeles, CALIFORNIA 90045

ATTORNEY DOCKET NUMBER:	CORPORATE
NAME OF SUBMITTER:	Rod A. Rigole

Signature:	/rod a rigole/
Date:	09/06/2007

Total Attachments: 4
source=20th Cent Fox to VGI-2007#page1.tif
source=20th Cent Fox to VGI-2007#page2.tif
source=20th Cent Fox to VGI-2007#page3.tif
source=20th Cent Fox to VGI-2007#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is made the 26th day of March 2004 between Vivendi Games, Inc. (formerly Vivendi Universal Games, Inc.), a Delaware corporation, having a principal place of business at 6080 Center Drive, 10th Floor, Los Angeles, CA 90045 ("Assignee"), and Twentieth Century Fox Film Corporation, a Delaware corporation and having a principal place of business at 10201 West Pico Boulevard, Los Angeles, CA 90035 ("Assignor"). This Agreement supersedes the Trademark Assignment Agreement dated March 26, 2004 between Assignee and Fox Interactive, Inc.;

WHEREAS, the Assignor has specifically acquired certain rights in and to the NO ONE LIVES FOREVER trademark (the "MARK"), including certain U.S. trademark registrations and/or applications, foreign trademark registrations and/or applications, state trademark registrations and/or applications, as referenced in Exhibit "A," attached hereto, and any common law rights in the MARK with respect to computer game software, video game software, strategy guides, manuals and other promotional material related to the marketing of such electronic games (the "Goods"), together with any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, and all rights corresponding thereto throughout the world, and all of the goodwill associated with respect to the Goods; and

WHEREAS, pursuant to the Letter of Intent between Fox Interactive, Inc. ("Fox"), and Assignee and its subsidiary, Sierra Entertainment, Inc., dated as of September 24, 2002, and the Confirmation Letter Agreement between Fox Interactive, Inc., and Assignee and its subsidiary, Sierra Entertainment, Inc., dated as of January 23, 2003, the Assignee desires to acquire certain of Assignor's rights in and to the MARK and the goodwill associated with respect to the Goods, throughout the world for the purpose of recording assignments of the intellectual property rights acquired from Assignor with various governmental entities.

WHEREAS, it is understood and agreed that Assignor is retaining all rights and interest in and to the MARK for goods and/or services other than the Goods described herein including, but not limited to, rights in and to the MARK with respect to motion picture films and television series and related promotional materials and derivative goods and merchandise.

TRADEMARK
REEL: 003616 FRAME: 0529

NOW THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby agrees to assign, transfer and convey to the Assignee all rights, title and interest in and to the MARK with respect to the Goods thereof together with the goodwill associated with the Goods. The Assignee agrees to prepare and file, at its sole cost and expense, the assignment documents required by each foreign or domestic trademark office to effectuate the recordation of the assignment of the registrations and/or applications for the MARK with respect to the Goods. The parties agree to execute all documents reasonably necessary to effectuate the terms of this agreement and if any assignment of a trademark registration or application in connection with the Goods, or portion thereof, is not accepted by the relevant foreign trademark office, the parties agree to cooperate fully in making all necessary changes and/or submitting other assignment documents pursuant to the requirements of the foreign trademark office.

ASSIGNOR:

TWENTIETH CENTURY FOX FILM CORPORATION.

By _____
Jason Zedeck
Assistant Secretary

Date August 30, 2007

ASSIGNEE:

VIVENDI GAMES, INC.

By _____
Rod Rigole
Assistant Secretary

Date 9/4/07

EXHIBIT "A"

NO ONE LIVES FOREVER
Trademarks/Service Marks

Country	Reg. No	Reg. Date	Int'l Class	Goods and Services
Australia	820759	1/20/2000	9	Computer and video game software; computer game cassettes, cartridges and CD-ROMS; video and computer game cassettes, cartridges and CD-ROMS adapted for use with television receivers.
Australia	820759	1/20/2000	16	Instructional and educational books. [*except* Posters]
Canada	TMA578214	3/26/2003	9	Computer and video game software; computer game CD-ROMS; video and computer game CD-ROMS, pre-recorded with video games adapted for use with television receivers.
Canada	TMA578214	3/26/03	16	Educational books. [*except* Posters]
European Union	1475276	1/19/2000	09, 16	(09) Computer and video game software; computer game cassettes, cartridges and CD-ROMS; video and computer game cassettes, cartridges and CD-ROMS adapted for use with television receivers. (16) Instructional and educational books. [*except* Posters]
Japan	4483405	1/22/2001	9	video game apparatus for personal use [*except* Physical or chemical apparatus/instruments, measuring apparatus/instruments, batteries, photographic apparatus/instruments, cinematographic apparatus/instruments, optical apparatus/instruments, spectacles, electrical communication apparatus/instruments, records, electronic machines/instruments & their parts, machines/instruments for use in amusement parks/pleasure grounds, protective helmets, cinematographic films, slide films, slide film mounts, pre-recorded video discs/tapes, magnets.]

Country	Reg. No	Reg. Date	Int'l Class	Goods and Services
Japan	4483405	1/22/2001	16	printed matter [*except* Paper, packaging containers of paper, food wrapping film for household use, garbage bags of paper, garbage bags of plastics, hygienic paper, table cloths of paper, towels of paper, hand towels of paper, paper banners, flags of paper, handkerchiefs of paper, blinds of paper, babies' diapers of paper, baggage labels, calligraphy & paintings, photographs, photograph stands, playing cards, stationery, adhesives for stationery or household purpose.]
United States	2501040	1/23/2001	9	Computer game software.
United States	2735085	7/8/2003	9	Video game software; computer game CD-ROMs; video and computer game CD-ROMs adapted for use with television receivers.
United States	2372522	7/1/2003	16	Instructional and educational books in the field of computer and video games.