

# **RECORDATION FORM COVER SHEET PATENTS ONLY**

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

**1. Name of conveying party(ies):**

Valve Holdings, L.L.C.

Additional name(s) of conveying party(ies) attached?

☐ Yes

☒ No

**2. Name and address of receiving party(ies)**

Name: Valve Corporation

Address:

10500 NE 8th Street,  
Suite 1000  
Bellevue, WA 98004

**3. Nature of Conveyance:**

☒ Assignment

☐

☐ Security Agreement

☐

Change of Name

☐ Other

Execution Date: July 1, 2003

Additional name(s) & address(es) attached:

☐ Yes

☒ No

**4. Application number(s) or patent number(s):**

If this document is being filed together with a new application, the execution date of the new application is: \_\_\_\_\_

**A. Patent Application No.(s):**

60/341,079 10/318,350 10/317,850

10/317,845 10/318,349

10/318,351 10/319,424

10/317,851 10/317,852

Additional numbers attached?

☐ Yes

☒ No

**5. Name and address of party to whom correspondence concerning document should be mailed:**

Name: Darby & Darby P.C.

Street Address: P.O. Box 5257

City:  
New York

State:  
NY

Zip:  
10150-5257

**6. Total number of applications and patents involved:**

9

**7. Total fee (37 CFR 3.41)**

\$ 360.00

☐ Enclosed

☒ Authorized to be charged to deposit account

☐ Authorized to be charged to credit card  
(Form 2038 enclosed)

**8. Deposit account number:**

04-0100

(Attach duplicate copy of this page if paying by deposit account)

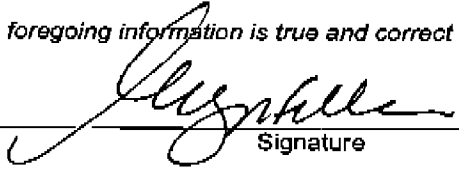
**DO NOT USE THIS SPACE**

**9. Statement and signature.**

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Marle Gilfillan, Reg. No.: 44,085

Name of Person Signing

  
Signature

12/23/03  
Date

Total number of pages including cover sheet, attachments, and documents: 5

CH \$390.00 040100 60341079

**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