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### ASSIGNMENT

WHEREAS, we, Paul David Jones, residing at 2109 Whitman Ave. NE, Renton, Washington 98059, Christopher Richard Newcombe, residing at 14129 128th Ave. NE, Kirkland, Washington 98034, Richard Donald Ellis, residing at 28432 NE 63rd Way, Carnation, Washington 98014, Derrick Jason Birum, residing at 28503 NE 151st St., Duvall, Washington 98019 and Mikel Howard Thompson, residing at 603 N. 179th St., Shoreline, Washington 98133, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on December 12, 2002, application Serial No. 10/319,424 which is entitled METHOD AND SYSTEM FOR PRELOADING RESOURCES.

AND WHEREAS, Valve LLC, a corporation organized and existing under and by virtue of the laws of the State of Washington, and having an office and place of business at 10500 NE 8th St., Suite 1000, Bellevue, Washington 98004 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to

said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 7<sup>th</sup> day of May, 2003.

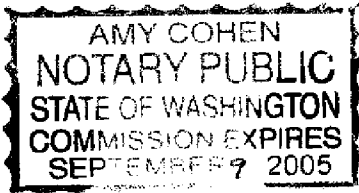
Paul D Jones  
Paul David Jones

STATE OF WA )  
 ) ss.  
COUNTY OF King )

On this 7<sup>th</sup> day of May, 2003 before me personally appeared Paul David Jones to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

Amy Cohen  
Notary Public



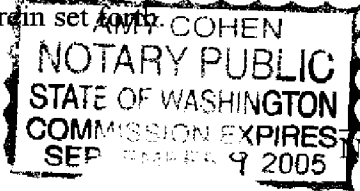
IN TESTIMONY WHEREOF, I have hereunto set my hand this 7<sup>th</sup> day of May, 2003

Christopher Richard Newcombe  
Christopher Richard Newcombe

STATE OF WA )  
COUNTY OF King ) ss.

On this 7 day of May, 2003, before me personally appeared Christopher Richard Newcombe to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

  
Amy Cohen  
Notary Public

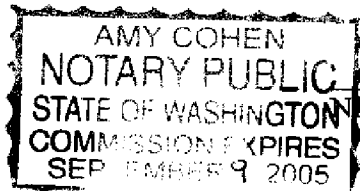
IN TESTIMONY WHEREOF, I have hereunto set my hand this 7<sup>th</sup> day of May, 2003

Richard Donald Ellis  
Richard Donald Ellis

STATE OF WA )  
COUNTY OF King ) ss.

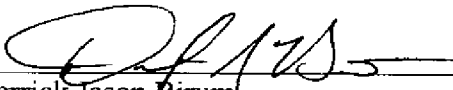
On this 7 day of May, 2003 before me personally appeared Richard Donald Ellis to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

  
Amy Cohen  
Notary Public

IN TESTIMONY WHEREOF, I have hereunto set my hand this 7<sup>th</sup> day of

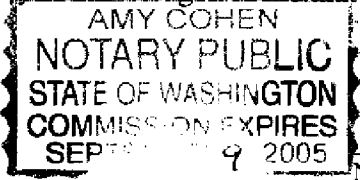
May, 2003.

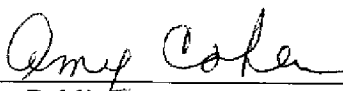
  
Derrick Jason Birum

STATE OF WA )  
COUNTY OF King ) ss.

On this 7 day of May, 2003 before me personally appeared Derrick Jason Birum to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

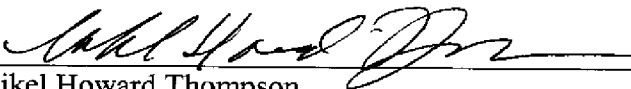
[SEAL]



  
Notary Public

IN TESTIMONY WHEREOF, I have hereunto set my hand this 7<sup>th</sup> day of

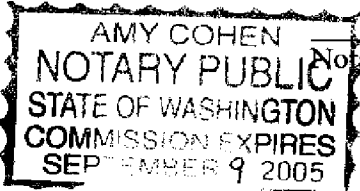
May, 2003.

  
Mikel Howard Thompson

STATE OF WA )  
COUNTY OF King ) ss.

On this 7 day of May, 2003 before me personally appeared Mikel Howard Thompson to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]



  
Notary Public

CONSENT OF CLASS A MEMBER  
OF  
VALVE, L.L.C.

Pursuant to RCW 25.15.150, the undersigned, being the sole Class A Member of Valve, L.L.C. (the "Company"), a Washington limited liability company, does hereby adopt the following resolutions:

WHEREAS, the Member of the Company has determined it to be in the best interest of the Company to amend its Certificate of Formation;

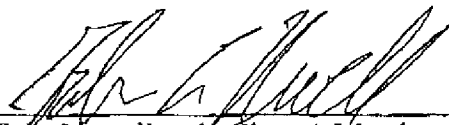
NOW, THEREFORE, BE IT

RESOLVED: Article 1 of the Certificate of Formation shall be amended in its entirety to read as follows:

1. The name of the limited liability company is "Valve Holdings, L.L.C."

FURTHER RESOLVED: The Company's Member is hereby directed to file an Amended Certificate of Formation to effectuate the above resolutions with the Washington Secretary of State.

DATED: April 23<sup>rd</sup>, 2003.

  
Gabe Newell, sole Class A Member

**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.

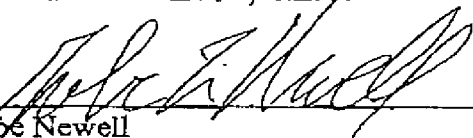
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ASSIGNMENT OF RIGHTS AND ASSUMPTION OF OBLIGATIONS AGREEMENT—  
SIGNATURE PAGE

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