

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
THQ INC.	06/30/2009
RECEIVING PARTY DATA	
Name:	Bank of America, N.A.
Street Address:	55 South Lake Avenue, Suite 900
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6591250
Application Number:	10946943
CORRESPONDENCE DATA	
Fax Number:	(800)680-9592
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	800-846-3190
Email:	Oleh.Hereliuk@federalresearch.com
Correspondent Name:	Federal Research Corporation
Address Line 1:	1023 15t St. NW Suite 401
Address Line 2:	attn: Oleh Hereliuk
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	442578
NAME OF SUBMITTER:	Oleh Hereliuk
Total Attachments: 6 source=442578a#page1.tif source=442578a#page2.tif	

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 30, 2009, is made by THQ Inc., a Delaware corporation ("Grantor"), in favor of Bank of America, N.A. ("BofA"), a national banking association, in its capacity as agent for the Lenders (defined below) (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Grantor, as borrower, the financial institutions party thereto from time to time as "Lenders" (collectively, "Lenders"), and Agent, the Lenders are willing to make certain financial accommodations available to Grantor pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral");

(a) all of its owned patents and the registrations and applications for the registration thereof, including those registered patents referred to on Schedule I hereto (each a "Patent");

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(c) all income, royalties, payments and proceeds of the foregoing now and hereafter due or payable; and

(d) the right to sue and recover damages and payments for past, present or future infringement or dilution of any Patent.

3. LOAN AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GRANTOR REMAINS LIABLE. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with any Patent Collateral subject to a security interest hereunder.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Patents, the provisions of this Patent Security Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

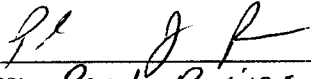
7. GOVERNING LAW. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

THQ INC.,
a Delaware corporation, as Grantor

By: 
Name: Paul Pucino
Title: CFO & Executive Vice President

ACCEPTED AND ACKNOWLEDGED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Agent

By: _____
Name: Bobby Bans
Title: Vice President

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

THQ INC.,
a Delaware corporation, as Grantor

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Bobby Bans
Title: Vice President

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

Patent Registrations

1. REGISTERED PATENTS

<u>Patent</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
System and Method for Managing Virtual Property	THQ	Issued	6,591,250	7/8/2003

2. PATENT APPLICATIONS

<u>Patent</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
Mechanism to Control Game Usage on User Devices	THQ	In Process	App. No. 20060063590	N/A