

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2768840

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
ACTIVISION PUBLISHING, INC.	03/03/2014
BLIZZARD ENTERTAINMENT, INC.	03/03/2014

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	901 MAIN STREET
Internal Address:	14TH FLOOR, MAIL CODE: TX1-492-14-06
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75202

PROPERTY NUMBERS Total: 22

Property Type	Number
Patent Number:	5577185
Patent Number:	5689618
Patent Number:	5689682
Patent Number:	6213873
Patent Number:	5613056
Application Number:	13958471
Application Number:	14103781
Application Number:	14103774
Application Number:	14133492
Application Number:	14133501
Application Number:	61918586
Application Number:	14135322
Application Number:	14136303
Application Number:	14137054
Application Number:	14089482
Application Number:	14089255
Application Number:	14103785
Application Number:	14174507
Application Number:	13737902

PATENT

Property Type	Number
Application Number:	14025540
Application Number:	13464871
Application Number:	13965106

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: neil.yang@activision.com

Correspondent Name: NEIL YANG

Address Line 1: 3100 OCEAN PARK BLVD.

Address Line 4: SANTA MONICA, CALIFORNIA 90405

NAME OF SUBMITTER:	NEIL YANG
SIGNATURE:	/Neil Yang/
DATE SIGNED:	03/14/2014

Total Attachments: 6

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SUPPLEMENTAL PATENT SECURITY AGREEMENT
(SHORT-FORM)

SUPPLEMENTAL PATENT SECURITY AGREEMENT, dated as of March 3, 2014 (this "**Agreement**") among ACTIVISION BLIZZARD, INC., a Delaware corporation located at 3100 Ocean Park Blvd., Santa Monica, CA 90405 (the "**Borrower**"), the other Grantors identified herein and BANK OF AMERICA, N.A., as Collateral Agent for the Secured Parties.

Reference is made to the Security Agreement dated as of October 11, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Borrower, the other Grantors identified therein and who from time to time become a party thereto and the Collateral Agent. The Secured Parties' agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement dated as of October 11, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, BANK OF AMERICA, N.A., as Administrative Agent, Collateral Agent, Swing Line Lender, and L/C Issuer, and each lender from time to time party thereto (collectively, the "**Lenders**" and individually, a "**Lender**"). The Guarantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and the performance of obligations by the Hedge Banks under any Secured Hedge Agreements and Treasury Services Agreement and the undersigned Grantor are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Hedge Banks to enter in to such Secured Hedge Agreements and Treasury Services Agreements.

Pursuant to Section 6.11(a) of the Credit Agreement and Section 3.03(f)(v) of the Security Agreement, the Grantors are required to notify the Collateral Agent of any additional applications for or registrations of Intellectual Property of such Grantor not previously disclosed to the Collateral Agent and deliver to the Collateral Agent at such time short form security agreements with respect to such Intellectual Property in appropriate form for filing with the USPTO or USCO, as applicable, and file such agreements with the USPTO or USCO, as applicable.

Accordingly the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. Form of Agreement. The parties acknowledge that this Agreement meets the requirements of Section 6.11(a) of the Credit Agreement and Section 3.03(f)(v) of the Security Agreement as to form.

Section 3. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guarantees, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does pledge to the Collateral Agent for the benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Supplemental Patent Collateral**");

The patents and patent applications listed on Schedule I hereto, all registrations and recordings thereof, and all reissues, re-examinations, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions or improvements disclosed or claimed therein.

Section 4. Termination. This Agreement and the security interest granted hereby shall automatically terminate with respect to all of a Grantor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Supplemental Patent Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Collateral Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Supplemental Patent Collateral.

Section 5. Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Supplemental Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

Section 7. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject to the Intercreditor Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.


[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


ACTIVISION BLIZZARD, INC., as Borrower

By: 
Name: Dennis Durkin
Title: Chief Financial Officer

ACTIVISION PUBLISHING, INC.

By: 
Name: Dennis Durkin
Title: Chief Financial Officer

ACTIVISION ENTERTAINMENT HOLDINGS, INC.

By: 
Name: Dennis Durkin
Title: Chief Financial Officer

BLIZZARD ENTERTAINMENT, INC.

By: _____
Name:
Title:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

ACTIVISION BLIZZARD, INC., as Borrower

By: _____
Name:
Title:


ACTIVISION PUBLISHING, INC.

By: _____
Name:
Title:

ACTIVISION ENTERTAINMENT HOLDINGS,
INC.

By: _____
Name:
Title:

BLIZZARD ENTERTAINMENT, INC.

By:  _____
Name: ERIC ROEDER
Title: V.P.

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ACTIVISION BLIZZARD, INC., as Borrower

By: _____
Name:

ACTIVISION PUBLISHING, INC.

By: _____
Name:
Title:

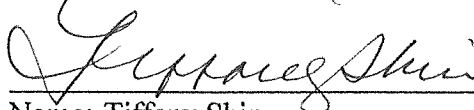
**ACTIVISION ENTERTAINMENT
HOLDINGS, INC.**

By: _____
Name:
Title:

BLIZZARD ENTERTAINMENT, INC.

By: _____
Name:
Title:

**BANK OF AMERICA, N.A.,
as Collateral Agent**

By:  _____
Name: Tiffany Shin
Title: Assistant Vice President

Schedule I

Supplemental Patent Collateral

Patent Title	Patent No. (App. No.)	Issue Date (App. Date)	Record Owner	Status
	(13/958,471)		Activision Publishing, Inc.	Unpublished
	(14/103,781)		Activision Publishing, Inc.	Unpublished
	(14/103,774)		Activision Publishing, Inc.	Unpublished
	(14/133,492)		Activision Publishing, Inc.	Unpublished
	(14/133,501)		Activision Publishing, Inc.	Unpublished
	(61/918,586)		Activision Publishing, Inc.	Unpublished
	(14/135,322)		Activision Publishing, Inc.	Unpublished
	(14/136,303)		Activision Publishing, Inc.	Unpublished
	(14/137,054)		Activision Publishing, Inc.	Unpublished
	(14/089,482)		Activision Publishing, Inc.	Unpublished
	(14/089,255)		Activision Publishing, Inc.	Unpublished
	(14/103,785)		Activision Publishing, Inc.	Unpublished
	(14/174,507)		Activision Publishing, Inc.	Unpublished
	(13/737,902)		Blizzard Entertainment, Inc.	Unpublished
	(14/025,540)		Blizzard Entertainment, Inc.	Unpublished
Cross-Realm Zones For Interactive Game-play	(13/464,871)	(4-May-2012)	Blizzard Entertainment, Inc.	Pending
System And Method Configured To Unlock Content Within A Videogame	(13/965,106)	(12-Aug-2013)	Activision Publishing, Inc.	Pending
Computerized Puzzle Gaming Method And Apparatus	5577185	19-Nov-1996	Activision Publishing, Inc.	Issued
Advanced Tools For Speech Synchronized Animation	5689618	18-Nov-1997	Activision Publishing, Inc.	Issued
Computerized Flight Simulation Control Sampling And Production System And Method	5689682	18-Nov-1997	Activision Publishing, Inc.	Issued
User-Adaptable Computer Chess System	6213873	10-Apr-2001	Activision Publishing, Inc.	Issued
Advanced Tools For Speech Synchronized Animation	5613056	18-Mar-1997	Activision Publishing, Inc.	Issued