

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THQ INC.		06/30/2009	CORPORATION: DELAWARE

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
Entity Type:	Association: NORTH CAROLINA

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	2852230	ADGUARD
Registration Number:	3298728	COMPANY OF HEROES
Registration Number:	3541431	DE BLOB
Registration Number:	3071966	DESTROY ALL HUMANS!
Registration Number:	3530698	DRAWN TO LIFE
Registration Number:	3581831	ELEPHANT ENTERTAINMENT
Registration Number:	3587629	ELEPHANT ENTERTAINMENT
Registration Number:	1879920	HOMEWORLD
Registration Number:	2672973	HUNTING UNLIMITED
Registration Number:	2735439	IMPOSSIBLE CREATURES
Registration Number:	3437881	KAOS STUDIOS
Registration Number:	2969286	MADTAP
Registration Number:	2881162	MADTAP
Registration Number:	2928548	MADTAP

CH \$1340.00 2852230

Registration Number:	2833121	MAXIMUM G-FORCE COASTERS
Registration Number:	2667248	PEDAL TO THE METAL
Registration Number:	2594159	RED FACTION
Registration Number:	2868496	RED FACTION
Registration Number:	2394659	RELIC
Registration Number:	3062613	RHYTHM RACING
Registration Number:	3448945	SAINTS ROW
Registration Number:	2652421	STUNTMAN
Registration Number:	2547054	SUMMONER
Registration Number:	2810082	SUMMONER
Registration Number:	2676349	THQ
Registration Number:	3130184	THQ
Registration Number:	1744660	THQ
Registration Number:	2340469	THQ
Registration Number:	2555420	THQ
Registration Number:	2561511	THQ
Registration Number:	2309197	THQ
Registration Number:	2614259	THQ
Registration Number:	2320994	THQ
Registration Number:	3233979	THQ WIRELESS
Registration Number:	2982815	THQ WIRELESS
Registration Number:	3121296	THQ WIRELESS
Registration Number:	3194786	THQ WIRELESS
Registration Number:	2894681	THQ WIRELESS
Registration Number:	3039263	THQ WIRELESS
Registration Number:	2876608	THQ WIRELESS
Registration Number:	2966093	THQ WIRELESS
Registration Number:	3220680	UNIVERSOMO
Registration Number:	3259287	UNIVERSOMO
Registration Number:	2575548	VALUSOFT
Registration Number:	2240866	VALUSOFT
Registration Number:	2201886	VOLITION INC.
Registration Number:	2768209	AMERICAN HEROES COLLECTION
Registration Number:	2745232	ARTHUR'S QUEST: BATTLE FOR THE KINGDOM
Registration Number:	2637395	BEYOND PEARL HARBOR PACIFIC WARRIORS

Registration Number:	2725843	CIA OPERATIVE SOLO MISSIONS
Registration Number:	2770305	CRISIS TEAM AMBULANCE DRIVER
Registration Number:	2673197	ELITE FORCES WWII DESERT RATS
Registration Number:	2667350	ELITE FORCES: NAVY SEALS

CORRESPONDENCE DATA

Fax Number: (800)680-9592
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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
Signature:	/oh/
Date:	08/07/2009

Total Attachments: 8
source=442578#page1.tif
source=442578#page2.tif
source=442578#page3.tif
source=442578#page4.tif
source=442578#page5.tif
source=442578#page6.tif
source=442578#page7.tif
source=442578#page8.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK 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 Trademark 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 TRADEMARK 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 "Trademark Collateral"):

(a) all of its owned trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those registered trademarks referred to on Schedule I hereto (each a "Trademark");

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

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

3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark 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 Trademark 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 Trademark Collateral subject to a security interest hereunder.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark 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 Trademark 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 Trademark 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 Trademark 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 Pacino*
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 Trademark 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
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

I. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Date of Registration</u>
ADGUARD (BLOCK)	US	2852230	6/8/2004
BLUE TONGUE (BLOCK)	AU	1098608	2/21/2008
BLUE TONGUE (BLOCK)	AU	712974	8/28/1997
BLUE TONGUE (BLOCK)	AU	667613	8/28/1997
COMPANY OF HEROES (BLOCK)	CA	TMA696793	9/19/2007
COMPANY OF HEROES (BLOCK)	US	3298728	9/25/2007
DE BLOB (BLOCK)	US	3541431	12/2/2008
DESTROY ALL HUMANS (BLOCK)	US	3071966	3/21/2006
DRAWN TO LIFE (BLOCK)	US	3530698	11/11/2008
ELEPHANT ENTERTAINMENT (BLOCK)	US	3581831	2/24/2009
ELEPHANT ENTERTAINMENT (Design plus character(s))	US	3587629	3/10/2009
HEMEWORLD (BLOCK)	AU	806557	11/3/2000
HEMEWORLD (BLOCK)	BR	822007657	10/14/2003
HEMEWORLD (BLOCK)	EM	001283886	11/17/2000
HEMEWORLD (BLOCK)	HK	2000B08377	6/15/2000
HEMEWORLD (BLOCK)	KR	483632	12/15/2000
HEMEWORLD (BLOCK)	NZ	316015	3/9/2000
HEMEWORLD (BLOCK)	US	1879920	2/21/1995
HUNTING UNLIMITED (BLOCK)	US	2672973	1/7/2003
IMPOSSIBLE CREATURES (BLOCK)	AR	1921571	4/8/2003
IMPOSSIBLE CREATURES (BLOCK)	AR	1921574	4/8/2003
IMPOSSIBLE CREATURES (BLOCK)	AR	1921576	4/8/2003
IMPOSSIBLE CREATURES (BLOCK)	AU	910756	12/9/2002
IMPOSSIBLE CREATURES (BLOCK)	BR	824586077	4/24/2007
IMPOSSIBLE CREATURES (BLOCK)	CA	TMA591801	10/8/2003
IMPOSSIBLE CREATURES (BLOCK)	CH	502047	5/7/2002
IMPOSSIBLE CREATURES (BLOCK)	EM	2425254	2/27/2003
IMPOSSIBLE CREATURES (BLOCK)	JP	4647778	2/21/2003
IMPOSSIBLE CREATURES (BLOCK)	JP	4666562	4/25/2003
IMPOSSIBLE CREATURES (BLOCK)	MX	748971	5/27/2002
IMPOSSIBLE CREATURES (BLOCK)	MX	748972	5/27/2002
IMPOSSIBLE CREATURES (BLOCK)	MX	748973	5/27/2002
IMPOSSIBLE CREATURES (BLOCK)	BR	824586123	4/24/2007
IMPOSSIBLE CREATURES (BLOCK)	CA	TMA591497	10/3/2003
IMPOSSIBLE CREATURES (BLOCK)	MX	748974	5/27/2002
IMPOSSIBLE CREATURES (BLOCK)	MX	748975	5/27/2002

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Date of Registration</u>
IMPOSSIBLE CREATURES (BLOCK)	MX	748976	5/27/2002
IMPOSSIBLE CREATURES (BLOCK)	US	2735439	7/8/2003
KAOS STUDIOS (BLOCK)	US	3437881	5/27/2008
MADTAP (BLOCK)	US	2969286	7/19/2005
MADTAP (BLOCK)	US	2881162	9/7/2004
MADTAP (BLOCK)	US	2928548	3/1/2005
MAXIMUM G-FORCE COASTERS (BLOCK)	US	2833121	4/13/2004
PEDAL TO THE METAL (BLOCK)	US	2667248	12/24/2002
RED FACTION (BLOCK)	US	2594159	7/16/2002
RED FACTION (Word Mark (Stylized))	US	2868496	8/3/2004
RELIC (BLOCK)	US	2394659	10/17/2000
RHYTHM RACING (BLOCK)	US	3062613	2/28/2006
SAINTS ROW (BLOCK)	US	3448945	6/17/2008
SAINTS ROW (BLOCK)	AU	1232038	8/1/2008
SAINTS ROW (BLOCK)	EM	6793608	10/31/2008
STUNTMAN (BLOCK)	US	2652421	11/19/2002
STUNTMAN (BLOCK)	EM	1508423	2/23/2001
STUNTMAN (BLOCK)	JP	2304448	3/29/1991
SUMMONER (BLOCK)	US	2547054	3/12/2002
SUMMONER (Word Mark (Stylized))	US	2810082	2/3/2004
THQ & DESIGN (Design plus character(s))	EM	005244751	6/5/2007
THQ (BLOCK)	EM	005244652	7/4/2007
THQ (BLOCK)	US	2676349	1/21/2003
THQ (BLOCK)	US	3130184	8/15/2006
THQ (BLOCK)	US	1744660	1/5/1993
THQ (BLOCK)	US	2340469	4/11/2000
THQ (Design plus character(s))	US	2555420	4/2/2002
THQ (Design plus character(s))	US	2561511	4/16/2002
THQ (Design plus character(s))	US	2309197	1/18/2000
THQ (Design plus character(s))	US	2614259	9/3/2002
THQ (Word Mark (Stylized))	US	2320994	2/22/2000
THQ WIRELESS (BLOCK)	US	3233979	4/24/2007
THQ WIRELESS (BLOCK)	US	2982815	8/9/2005
THQ WIRELESS (BLOCK)	US	3121296	7/25/2006
THQ WIRELESS (Design plus character(s))	US	3194786	1/2/2007
THQ WIRELESS (Design plus character(s))	US	2894681	10/19/2004
THQ WIRELESS (Design plus character(s))	US	3039263	1/10/2006
THQ WIRELESS (Design plus character(s))	US	2876608	8/24/2004
THQ WIRELESS (Design plus character(s))	US	2966093	7/12/2005
UNIVERSOMO (BLOCK)	US	3220680	3/20/2007
UNIVERSOMO (BLOCK)	EM	004371316	5/10/2006
UNIVERSOMO (Design plus character(s))	US	3259287	7/3/2007
VALUMEDIA (BLOCK)	GB	2278753	4/5/2002
VALUSOFT (BLOCK)	EM	001927565	2/3/2003
VALUSOFT (BLOCK)	JP	4521349	11/9/2001
VALUSOFT (BLOCK)	US	2575548	6/4/2002
VALUSOFT (BLOCK)	US	2240866	4/20/1999

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Date of Registration</u>
VOLITION INC. (BLOCK)	US	2201886	11/3/1998
ADGUARD	US	2582230	2/8/2004
AMERICAN HEROES COLLECTION	US	2768209	9/23/2003
ARTHUR'S QUEST: BATTLE FOR THE KINGDOM	US	2745232	7/29/2003
BEYOND PEARL HARBOR PACIFIC WARRIORS	US	2637395	10/15/2002
CIA OPERATIVE SOLO MISSIONS	US	2725843	6/10/2003
CRISIS TEAM AMBULANCE DRIVER	US	2770305	9/30/2003
ELEPHANT ENTERTAINMENT	US	3581831	2/24/2009
ELEPHANT ENTERTAINMENT	US	3587629	3/10/2009
ELITE FORCES WWII DESERT RATS	US	2673197	1/7/2003
ELITE FORCES: NAVY SEALS	US	2667350	12/24/2002
HUNTING UNLIMITED	US	2672973	1/7/2003
MAXIMUM G FORCE COASTERS	US	2833121	4/13/2004
PEDAL TO THE METAL	US	2667248	12/24/2002
VALUSOFT	US	2575548	6/4/2002
VALUSOFT	US	2240866	4/20/1999

2. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
IMPOSSIBLE CREATURES (BLOCK)	BR	824586085	4/24/2007
THQ (Design plus character(s))	CN	6577020	3/4/2008
COMPANY OF HEROES (BLOCK)	CN	6577019	3/4/2008
COMPANY OF HEROES & DESIGN (Design plus character(s))	CN	6577021	3/4/2008
THQ (BLOCK)	CN	6577018	3/4/2008
DE BLOB (BLOCK)	EM	6820054	4/9/2008
FAIR PAY & DESIGN (Word Mark (Stylized))	EM	7140551	8/6/2008
DRAWN TO LIFE (BLOCK)	EM	7264542	9/26/2008