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BOOKS ONLY

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To the Honorable Commission

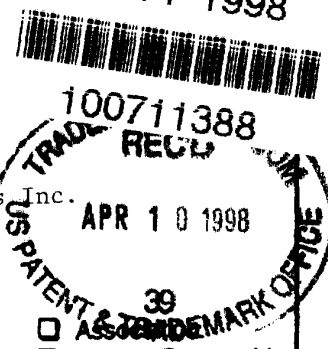
Send the attached original documents or copy thereof.

1. Name of conveying party(ies):

Warner Communications, Inc.

- Individual(s)
- General Partnership
- Corporation-State of Delaware
- Other

Additional name(s) of conveying party(ies) attached? Yes No



Name and address of receiving party(ies):

Name: ATARI GAMES CORPORATION

Internal Address:

Street Address: 675 Sycamore Drive

City: Milpitas State: CA ZIP: 95035

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of California
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

Execution Date: April 14, 1997

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Attached

B. Trademark registration No.(s)

See Attached

Additional numbers attached? Yes No

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

Name: Paul A. Lee

Internal Address: Time Warner Inc. Corporate Law Department, RM# 24-08

Street Address: 75 Rockefeller Plaza

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved: 25

7. Total fee (37 CFR 3.41): \$ 640.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-1112

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

DO NOT USE THIS SPACE

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01 FC:481 40.00 CH
02 FC:483 600.00 CH

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.

Paul A. Lee
Name of Person Signing

Paul A. Lee
Signature

April 7, 1998
Date

Total number of pages comprising cover sheet: 1

TRADEMARK

SCHEDULE A TRADEMARKS

	REGISTRATION NUMBER
Area 51	App. No. 75/033,492 (12-18-95)
	75/033,493 (12-18-95)
	75/033,494 (12-18-95)
	75/033,496 (12-18-95)
	75/034,171 (12-18-95)
	74/529,592 (05-25-94)
Badlands	1,623,816
Cyberball	1,555,887
Dragon's Fury	1,826,473
Gauntlet	App. No. 74/414,203 (7-19-93)
Hard Drivin	1,838,770
Paperboy	1,366,860
	1,746,845
Pitfighter	1,752,268
	1,686,545
Primal Rage	App. No. 74/497,220 (03-03-94)
RBI	App. No. 74/466,122 (12-1-93)
Race Drivin	1,686,544
	1,727,125
Rampart	1,813,008
Road Riot	1,783,509
	1,737,531
Steel Talons	1,739,125
S.T.U.N. Runner	1,615,020
T-MEK	App. No. 74/504,524 (03-16-94)

TRADEMARK

REEL: 1727 FRAME: 0824

Schedule A: Page 1 of 1

RELEASE
OF
SECURITY INTEREST

WHEREAS, pursuant to a Four Year Security Agreement (the "Note B Security Agreement") dated as of March 29, 1996 between Atari Games Corporation, a California corporation ("Atari") and Warner Communications Inc., a Delaware corporation ("Warner"), Atari and Warner entered into an Assignment for Security (Trademarks) dated as of May 30, 1996 (the "Agreement") in which Atari granted to Warner a security interest in the Trademark Collateral (as defined in the Agreement), including, without limitation, the trademarks and registrations thereof described on Schedule A annexed hereto (the "Assigned Trademarks"); and

WHEREAS, the Agreement was recorded with the U.S. Patent and Trademark Office on June 18, 1996 at Reel 1474, Frame 0474 and Warner is the party presently entered as the record holder of a security interest in the Assigned Trademarks; and

WHEREAS, Warner is willing to release and terminate the security interest in the Trademark Collateral;

NOW, THEREFORE, be it known that Atari, having satisfied in full all of the Secured Obligations as provided for in or contemplated by the Note B Security Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged by Warner, Warner by these presents discharges, releases and relinquishes Atari from the security interest held by Warner in the Trademark Collateral, including the Assigned Trademarks, under and by virtue of the Agreement.

Warner does further consent that said Agreement and security interest described therein be discharged of record and requests that the Commissioner of Patents and Trademarks record and index this Release against the Assigned Trademarks.

Dated: April 14, 1997

WARNER COMMUNICATIONS INC.

By: [Signature]
Name:
Title:

STATE OF NEW YORK

ss:

COUNTY OF NEW YORK

On April 14, 1997, before me personally came SPENCER B. HAYS, to me know, who being by me duly sworn did depose and say that (s)he is the VICE PRESIDENT of Warner Communications Inc, the entity described in and which executed the foregoing Release of Security Interest and that he (she) is authorized to act on behalf of said entity and acknowledged that he (she) executed the foregoing Release of Security Interest under said authority.

[Signature]
Notary Public

NANCY M. LENOBLE
Notary Public, State of New York
No. 4639304
Qualified in New York County
Commission Expires Jan. 31, 1999

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TRADEMARK
REEL: 1727 FRAME: 0826

SCHEDULE A TRADEMARKS

	REGISTRATION NUMBER
Area 51	App. No. 75/033,492 (12-18-95) 75/033,493 (12-18-95) 75/033,494 (12-18-95) 75/033,496 (12-18-95) 75/034,171 (12-18-95) 74/529,592 (05-25-94)
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TRADEMARK