

11-5-98

11-05-1998



FORM PTO-1594
(Rev 5-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100870536

To the Honorable Commissioner of Patents and Trademarks

and original documents or copy thereof.

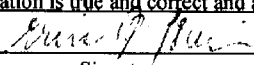
<p>1. Name of conveying party(ies): HEAD GAMES PUBLISHING, INC.</p> <p>Individual(s) citizenship:</p> <p>Association: General Partnership: Limited Partnership: Corporation - State: Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: October 23, 1998</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: PNC BANK, N.A., Agent Address: 1000 Westlakes Drive, Suite 200 City: Berwyn State: PA Zip: 19312</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: Other:</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
---	--

<p>4. Application number(s) or trademark number(s):</p> <p>75/408,095 75/447,262 75/260,777 75/472,752 75/447,263 75/447,264 75/447,265 75/472,751</p>	<p>B. Trademark Registration No.(s)</p> <p>1,896,317</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
--	---

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Erin O'Brien Internal Address: GRAY CARY WARE & FREIDENRICH 400 Hamilton Avenue Palo Alto, California 94301</p>	<p>6 Total number of applications and registrations involved: 9</p> <p>7. Total fee (37 CFR 3.41) \$ 240.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>07-1907</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
--	--

DO NOT USE THIS SPACE

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.

Erin O'Brien  November 4, 1998
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [15]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Washington, DC 22202

PA\842595.1
2100009-900200

TRADEMARK
REEL: 1809 FRAME: 0142

SUBSIDIARY INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Subsidiary Intellectual Property Security Agreement, dated as of October 23, 1998, is made by Head Games Publishing, Inc. (the "Grantor"), in favor of PNC Bank, N.A. (the "Agent"), as agent for the financial institutions party to the Credit Agreement described below.

RECITALS

A. Activision, Inc., a Delaware corporation ("Borrower"), certain financial institutions (each, a "Lender" and collectively, the "Lenders"), and Agent have entered into a Credit Agreement of even date herewith (said Credit Agreement, as it may hereafter be amended from time to time, being the "Credit Agreement," the terms defined therein and not otherwise defined herein being used herein as therein defined), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower.

B. Grantor is a direct or indirect subsidiary of the Borrower and expects to derive substantial direct and indirect benefit from the transactions contemplated by the Credit Agreement. Grantor has executed a Subsidiary Guaranty (the "Guaranty") dated as of even date herewith, in favor of Agent.

C. It is a condition precedent to the initial extensions of credit by Lenders under the Credit Agreement that Grantor shall have granted the security interests and undertaken the obligations contemplated by this Agreement.

D. Grantor and Agent are entering into this Agreement in order to perfect the security interest of Agent in certain intangible property for purposes of securing the obligations of Grantor to Agent.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to the Agent and Lenders under or arising out of or in connection with the Credit Agreement, the Guaranty, any other Loan Document, or otherwise, Grantor hereby assigns, transfers, conveys and grants a first priority security interest to Agent, for the benefit of Agent and Lenders, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof that is created by Grantor, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Right to the proceeds (excluding attorneys' and other professional and expert fees and expenses) arising from any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue on behalf of and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, "Collateral" shall not include any rights in any general intangibles representing rights under agreements between Grantor and any third party, to the extent that (i) such general intangibles are not assignable or capable of being encumbered as a matter of law or under the terms of the agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the other party thereto and (ii) such consent has not been obtained; provided, however, that "Collateral" shall include any and all proceeds of such general intangibles to the extent that the assignment or encumbering of such proceeds is not so restricted and upon any such other applicable party's consent with respect to any such otherwise excluded general intangibles being obtained, thereafter such general intangibles as well as any and all proceeds thereof that might theretofore have been excluded from the term "Collateral."

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Each of the Patents, Trademarks, Copyrights and licenses held by Grantor is listed, together with application or registration numbers, as applicable, on Exhibits A, B and C hereto. Grantor is the sole owner of the Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound.

(c) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement.

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party.

(e) Grantor shall promptly advise Agent of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement.

(f) Grantor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Exhibits A, B and C within thirty (30) days of the date of this Agreement. To the extent required under the Credit Agreement, Grantor shall register or cause to be registered with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional intellectual property rights developed or acquired by Grantor from time to time, prior to the sale or licensing of such product to any third party, including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C.

(g) Grantor shall execute and deliver such additional instruments and documents from time to time as the Agent shall reasonably request to perfect the Agent's security interest in the Collateral.

(h) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, and Copyrights, (ii) use its best efforts to detect infringements of the Trademarks, Patents, and Copyrights and promptly advise the Agent in writing of material infringements detected and (iii) not allow any Trademarks, Patents, or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of the Agent, which shall not be unreasonably withheld.

(i) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Agent a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Note upon making the filings referred to in clause (j) below.

(j) Except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests and assignment created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Agent of its rights and remedies hereunder.

(k) All information heretofore, herein or hereafter supplied to Agent by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects.

(l) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Agent's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts, and except that Grantor shall not be prohibited from granting exclusive and non-exclusive licenses, or entering into marketing and distribution agreements in the normal course of its business.

(m) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Agent in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Agent in relation thereto, including the levy of any legal process against any of the Collateral.

4. Agent's Rights. Agent shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Agent for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. **Inspection Rights.** Grantor hereby grants to Agent and its employees, representatives and agents the right to visit, during reasonable hours upon prior notice to Grantor as provided for in the Credit Agreement, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested.

6. **Further Assurances; Attorney in Fact.**

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Agent, to perfect Agent's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Agent the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Agent's discretion, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including:

(i) To modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law.

7. **Events of Default.** The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default occurs under the Credit Agreement or any other Loan Document; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

8. **Remedies.** Upon the occurrence and continuance of an Event of Default, Agent shall have the right to exercise all the remedies of a secured party under the Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Agent has a security interest and to make it available to Agent at a place designated by Agent. Agent shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Agent to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Agent in connection with the exercise of any of Agent's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Agent's rights and remedies with respect to the Collateral shall be cumulative.

9. **Indemnity.** Grantor agrees to defend, indemnify and hold harmless Agent, Lenders and their respective officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Agent and/or Lenders as a result of or in any way arising out of,

following or consequential to transactions between Agent and/or Lenders and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of the gross negligence or willful misconduct of such Agent or Lenders.

10. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Agent shall execute and deliver to Grantor all deeds, assignments and other instruments as may be necessary or proper to revest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Agent pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. Jury Waiver. GRANTOR AND AGENT EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

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

Address of Grantor:

Technology Park VIII
7646 Golden Triangle Drive
Eden Prairie, Minnesota 55344
Attn: Brian Kelly, President

Grantor:

HEAD GAMES PUBLISHING, INC.

By: 

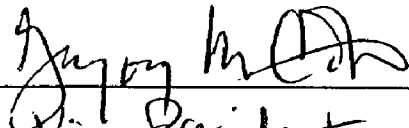
Title: President

Address of Agent:

1000 Westlakes Drive, Suite 200
Berwyn, PA 19312
Attn: Gregory M. Cofe

Agent:

PNC BANK, N.A.

By: 

Title: Vice President

EXHIBIT A

Copyrights

Copyrights Since 1994 Only (For older works, see list below)

Work (Bold = Registered)	Description	Territory	Certificate #	Status	Status Date
Activision					
Activision Classics	PSX	US		To be filed	
Atari 2600 Action Pack 1	PC 3.5" HD	US	PA 768-408	Registered	7/10/95
Atari 2600 Action Pack 2	PC CD / 3.5" HD	US	PA 768-409	Registered	7/11/95
Atari 2600 Action Pack 3	PC CD / 3.5" HD	US		To be filed	
Battlezone	PC	US	PA 886-148	Registered	3/19/98
Blast Chamber	PC	US	PA 829-470	Registered	11/25/96
Dark Reign: The Future of War	PC	US	PA 868-859	Registered	10/24/97
Dark Reign Expansion: Rise of the Shadowhand	PC	US		Application Filed	5/11/98
Elk Moon Murder, The	PC	US	PA 817-425	Registered	7/11/96
Heavy Gear	PC	US	TX 4-640-461	Registered	1/9/98
HyperBlade	Design Document	US	TXu 710-654	Registered	7/13/95
Interstate '76	PC	US	PA 835-903	Registered	4/7/97
Interstate '76: Arsenal	PC	US	PA892-338	Registered	3/19/98
Lost Treasures of Infocom I	artwork, maps and text	US	VA 644-331	Registered	4/25/94
Lost Treasures of Infocom II	artwork, maps and text	US	VA 644-330	Registered	4/25/94
MechWarrior II DOS	DOS text of program only	US	TX 4-465-104	Registered	9/10/97
MechWarrior II Win 95	Win 95 text only	US	TX 4-465-103	Registered	9/16/97
MechWarrior II: Mercenaries	Win 95 text only	US		To be filed	
Muppet Treasure Island	Design Document	US	TXu 684-473	Registered	4/5/95
NetStorm	PC	US	PA 886-466	Registered	1/9/98
Pitfall 3D: Beyond the Jungle	PSX	US		Application Filed	5/11/98
Pitfall: The Mayan Adventure	Sega CD	US	PA 726-189	Registered	2/21/95
Pitfall: The Mayan Adventure	Genesis	US	PA 658-194	Registered	2/21/95
Pitfall: The Mayan Adventure	SNES	US	PA 658-193	Registered	2/21/95
Return to Zork	CD-ROM version	US	PA 629-435	Registered	4/5/94
Return to Zork	PC version	US	PA 712-166	Registered	4/5/94
Sacred Ground	PC	US	PA	Application Filed	3/20/97
Shanghai 1.0	Mac	US	PA 720-207	Registered	7/7/95
Shanghai Dynasty	PC	US	PA 885-853	Registered	1/9/98
Shanghai: Great Moments	Design Document	US	TXu 710-655	Registered	7/13/95
Shanghai: Great Moments	PC CD-ROM	US	PA 820-115	Registered	4/10/96
Spycraft: The Great Game	PC CD-ROM	US	PA 820-111	Registered	3/12/96
Spycraft: The Great Game	Design Document	US	TXu 684-469	Registered	1/25/95
Vigilante 8	PC	US		Application Filed	5/29/98
Zork Grand Inquisitor	PC	US	PA 886-467	Registered	1/9/98
Zork Nemesis	PC CD-ROM	US	PA 707-027	Registered	4/8/96

Work (Bold = Registered)	Description	Territory	Certificate #	Status	Status Date
Head Games					
None					
Raven					
Heretic	PC	US	PA 817-440	Registered	7/15/96
Heretic	PC	Canada	454374	Registered	NA
Hexen	PC	US	PA 817-447	Registered	7/15/96
Hexen	PC	Canada	454373	Registered	NA
Hexen II	PC	US	PA 868-856	Registered	10/24/97
Hexen II: Portal of Praevus	PC	US		Application Filed	5/29/98

Activision Copyrights Pre-1994 and Registered Copyrights Post-1994

1. PA-161-107: Tennis. CLNA: acActivision, Inc.
2. PA-161-108: Laser Blast. CLNA: acActivision, Inc.
3. PA-161-109: Skiing. CLNA: acActivision, Inc.
4. PA-161-110: Kaboom]. CLNA: acActivision, Inc.
5. PA-188-571: Chopper command. CLNA: acActivision, Inc.
6. PA-188-572: Pitfall. CLNA: acActivision, Inc.
7. PA-188-573: River Raid. CLNA: acActivision, Inc.
8. PA-189-208: Enduro. CLNA: acActivision, Inc.
9. PA-189-209: Keystone Kapers. CLNA: acActivision, Inc.
10. PA-189-210: Robot Tank. CLNA: acActivision, Inc.
11. PA-189-211: Crackpots. CLNA: acActivision, Inc.
12. PA-189-212: MegaMania. CLNA: Activision, Inc.
13. PA-189-213: Decathlon. CLNA: Activision, Inc.
14. PA-189-214: Pressure Cooker. CLNA: Activision, Inc.
15. PA-191-031: Worm Whomper. CLNA: Activision, Inc.
16. PA-191-032: Kaboom. CLNA: Activision, Inc.
17. PA-191-033: River Raid. CLNA: Activision, Inc.
18. PA-191-034: Frostbite. CLNA: Activision, Inc.
19. PA-194-050: Space Shuttle--a Journey into Space. CLNA: acActivision, Inc.
20. PA-195-516: Beamrider. CLNA: acActivision, Inc.
21. PA-267-382: Enduro; for use with Atari video computer system. By Activision, Inc. CLNA: acActivision, Inc.
22. PA-267-383: Keystone Kapers; for use with Atari video computer system. By Activision, Inc. CLNA: acActivision, Inc.
23. PA-267-384: Robot Tank; for use with Atari video computer system. By Activision, Inc. CLNA: acActivision, Inc.
24. PA-267-385: MegaMania; for use with Atari video computer system. By Activision, Inc. CLNA: acActivision, Inc.
25. PA-267-386: Activision Decathlon; for use with Atari video computer system. By Activision, Inc. CLNA: acActivision, Inc.
26. PA-267-387: Pressure Cooker; for use with Atari video computer system. By Activision, Inc. CLNA: acActivision, Inc.
27. PA-270-112: Zone Ranger / by Dan Thompson. CLNA: acActivision, Inc.
28. PA-270-113: Zenji / by Matthew Hubbard. CLNA: acActivision, Inc.
29. PA-270-114: Zenji / by Matthew Hubbard. CLNA: acActivision, Inc.
30. PA-270-115: Zenji / by Matthew Hubbard. CLNA: acActivision, Inc.

31. PA-270-116: Beamrider / by Dave Rolfe*. CLNA: acActivision, Inc.
32. PA-270-117: The Dreadnaught factor / by Tom Loughry*. CLNA: acActivision, Inc.
33. PA-270-118: Zone Ranger / by Dan Thompson. CLNA: acActivision, Inc.
34. PA-270-119: Private Eye (2600) / by Bob Whitehead*. CLNA: acActivision, Inc.
35. PA-270-120: Happy Trails / conceived and designed by Carol Shaw*. CLNA: acActivision, Inc.
36. PA-276-113: Pitfall II--Lost Caverns. CLNA: acActivision, Inc.
37. PA-276-114: H. E. R. O. CLNA: acActivision, Inc.
38. PA-277-562: Countdown to Shutdown. CLNA: on audiovisual work, artwork & printed text; acActivision, Inc.
39. PA-278-160: Hacker / by Steve Cartwright*. CLNA: acActivision, Inc.
40. PA-278-161: Ghostbusters / by David Crane*. CLNA: acActivision, Inc.
41. PA-290-819: Park Patrol. CLNA: acActivision, Inc.
42. PA-290-820: Mindshadow. CLNA: acActivision, Inc.
43. PA-290-821: The Designer's pencil. CLNA: acActivision, Inc.
44. PA-290-822: The Tracer sanction. CLNA: acActivision, Inc.
45. PA-290-823: Pastfinder. CLNA: acActivision, Inc.
46. PA-290-824: Ghostbusters. CLNA: acActivision, Inc.
47. PA-290-833: Space Shuttle--a Journey Into Space. CLNA: acActivision, Inc.
48. PA-301-865: Alcazar--the Forgotten Fortress. CLNA: acActivision, Inc.
49. PA-301-866: Master of the Lamps. CLNA: acActivision, Inc.
50. PA-301-867: Mindshadow. CLNA: acActivision, Inc.
51. PA-301-868: The Complete Computer Fireworks Celebration Kit. CLNA: acActivision, Inc.
52. PA-301-869: Alcazar--the Forgotten Fortress. CLNA: acActivision, Inc.
53. PA-301-870: Web Dimension. CLNA: acActivision, Inc.
54. PA-301-872: Master of the Lamps. CLNA: acActivision, Inc.
55. PA-301-873: Master of the Lamps. CLNA: acActivision, Inc.
56. PA-301-874: Little Computer People. CLNA: acActivision, Inc.
57. PA-301-878: The Great American Cross-Country Road Race. CLNA: acActivision, Inc.
58. PA-301-880: Little Computer People. CLNA: acActivision, Inc.
59. PA-301-881: The Great American Cross-Country Road Race. CLNA: acActivision, Inc.
60. PA-306-204: Hacker (I B M). CLNA: acActivision, Inc.
61. PA-306-205: Hacker (Atari XL/XE). CLNA: acActivision, Inc.
62. PA-306-206: Hacker (Apple). CLNA: acActivision, Inc.
63. PA-629-435: Return to Zork. CLNA: acActivision, Inc., employer for hire.
64. PA-658-193: Pitfall : the Mayan adventure. CLNA: acActivision, Inc.
65. PA-658-194: Pitfall : the Mayan adventure. CLNA: acActivision, Inc.
66. PA-707-027: Zork nemesis. CLNA: acActivision, Inc.
67. PA-712-166: Return to Zork. CLNA: acActivision, Inc.
68. PA-720-207: Shanghai 1.0 (for Macintosh) CLNA: Activision, Inc.
69. PA-726-189: Pitfall: the Mayan adventure. CLNA: acActivision, Inc.
70. PA-768-408: Atari 2600 action pack : for Windows : 15 games for your PC.

- CLNA: acActivision, Inc.
71. PA-768-409: Activision's Atari 2600 action pack 2 : for Windows : 15 games for your PC. CLNA: acActivision, Inc.
 72. PA-784-343: Sacred ground. CLNA: acActivision, Inc.
 73. PA-817-425: The elk moon murder. CLNA: acActivision, Inc.
 74. PA-820-111: Spycraft : the great game. CLNA: acActivision, Inc.
 75. PA-820-115: Shanghai: great moments. CLNA: acActivision, Inc.
 76. PA-826-715: Hyperblade. CLNA: acActivision, Inc.
 77. PA-829-470: Blast chamber : ages 13 up. CLNA: acActivision, Inc.
 78. PA-835-903: Interstate '76. CLNA: acActivision, Inc.
 79. PA-868-859: Dark reign: the future of war. CLNA: acActivision, Inc.
 80. PA-885-853: Shanghai Dynasty : 4 Shanghai tile-matching games plus the ancient game of Mah-Jongg. CLNA: Activision, Inc.
 81. PA-886-148: Battlezone. CLNA: acActivision, Inc.
 82. PA-886-466: Netstorm: islands at war. CLNA: acActivision, Inc.
 83. PA-886-467: Zork grand inquisitor. CLNA: acActivision, Inc.
 84. PA-892-338: The Interstate '76 arsenal. CLNA: acActivision, Inc.
 85. TX-1-041-442: Laser Blast. CLNA: acActivision, Inc.
 86. TX-1-041-443: Tennis. CLNA: acActivision, Inc.
 87. TX-1-041-444: Kaboom]. CLNA: acActivision, Inc.
 88. TX-1-041-445: Skiing. CLNA: acActivision, Inc.
 89. TX-1-259-027: Frostbite for the VCS / written by Steve Cartwright. CLNA: acActivision, Inc.
 90. TX-1-259-028: Kaboom] For the 400/800 / adapted by Paul Willson from the Larry Kaplan original VCS game. CLNA: acActivision, Inc.
 91. TX-1-259-029: River Raid for 400/800. CLNA: acActivision, Inc.
 92. TX-1-259-030: Worm Whomper. CLNA: acActivision, Inc.
 93. TX-1-283-993: Space shuttle program* CLNA: acActivision, Inc.
 94. TX-1-290-729: Beamrider / conceived and designed by Dave Rolfe. CLNA: on text of computer program; acActivision, Inc.
 95. TX-1-534-128: Beamrider. CLNA: acActivision, Inc.
 96. TX-1-534-129: Dreadnaught. CLNA: acActivision, Inc.
 97. TX-1-534-130: Happy Trails. CLNA: acActivision, Inc.
 98. TX-1-534-131: Private Eye. CLNA: acActivision, Inc.
 99. TX-1-534-132: Zenji. CLNA: acActivision, Inc.
 100. TX-1-534-133: Zenji. CLNA: acActivision, Inc.
 101. TX-1-534-134: Zenji. CLNA: acActivision, Inc.
 102. TX-1-534-135: Zone Ranger. CLNA: acActivision, Inc.
 103. TX-1-534-136: Zone Ranger. CLNA: acActivision, Inc.
 104. TX-1-710-561: Pitfall II. CLNA: acActivision, Inc.
 105. TX-1-710-562: HERO for the VCS Atari 2600. CLNA: acActivision, Inc.
 106. TX-1-710-564: Keystone Kapers. CLNA: acActivision, Inc.
 107. TX-1-710-565: Decathlon. CLNA: acActivision, Inc.
 108. TX-1-710-566: Megamania. CLNA: acActivision, Inc.
 109. TX-1-710-567: Pressure Cooker. CLNA: acActivision, Inc.
 110. TX-1-710-568: Robot Tank. CLNA: acActivision, Inc.
 111. TX-1-710-569: Enduro. CLNA: acActivision, Inc.
 112. TX-1-751-919: Countdown to Shutdown. CLNA: on computer program text; acActivision, Inc.
 113. TX-1-769-449: Ghostbusters (for use with I B M computer) CLNA: acActivision, Inc.
 114. TX-1-778-408: Hacker C64. CLNA: acActivision, Inc.
 115. TX-1-788-356: Space Shuttle-A Journey Into Space (for use with Atari home computers) CLNA: acActivision, Inc.

116. TX-1-811-963: Ghostbusters (for use with Commodore 64). CLNA: acActivision, Inc.
117. TX-1-811-964: Pastfinder (for use with Commodore 64) CLNA: acActivision, Inc.
118. TX-1-811-965: Mindshadow (for use with Commodore 64) CLNA: acActivision, Inc.
119. TX-1-811-966: Park Patrol (for use with Commodore 64) CLNA: acActivision, Inc.
120. TX-1-811-967: The Designer's Pencil (for use with Commodore 64) CLNA: acActivision, Inc.
121. TX-1-811-968: Tracer Sanction (for use with Commodore 64) CLNA: acActivision, Inc.
122. TX-1-887-135: Great American Cross-Country Road Race (AHC) CLNA: acActivision, Inc.
123. TX-1-887-136: Activision Home Computer Software presents Master of the Lamps / conceived by Russell Lieblich ; designed by Peter Kaminski. CLNA: acActivision, Inc.
124. TX-1-887-137: Master of the Lamps (Apple) / translated by Dan Thompson. CLNA: acActivision, Inc.
125. TX-1-887-138: Master of the Lamps (AHC) CLNA: acActivision, Inc.
126. TX-1-887-139: Alcazar-the Forgotten Fortress (C64) CLNA: acActivision, Inc.
127. TX-1-887-140: Alcazar-the Forgotten Fortress (Apple II) CLNA: acActivision, Inc.
128. TX-1-887-141: Mindshadow (AHC) CLNA: acActivision, Inc.
129. TX-1-887-142: The Complete Computer Fireworks Celebration Kit (C64) : object code. CLNA: acActivision, Inc.
130. TX-1-887-143: Web Dimension C64-disk & cassette : object code. CLNA: acActivision, Inc.
131. TX-1-887-144: Little Computer People (Apple) CLNA: acActivision, Inc.
132. TX-1-887-145: Great American Cross-Country Road Race (C64) : object code. CLNA: acActivision, Inc.
133. TX-1-888-940: Little Computer People. CLNA: acActivision, Inc.
134. TX-1-928-709: Hacker (Atari XE/XL) CLNA: acActivision, Inc.
135. TX-1-950-322: Hacker. CLNA: acActivision, Inc.
136. TX-1-952-633: Hacker (Apple) CLNA: acActivision, Inc.
137. TX-4-465-103: MechWarrior II Windows 95. CLNA: acActivision, Inc.
138. TX-4-465-104: MechWarrior II DOS simulation. CLNA: acActivision, Inc.
139. TX-4-640-461: Heavy Gear. CLNA: acActivision, Inc.
140. TXu-684-469: The great game. CLNA: acActivision, Inc.
141. TXu-684-473: Activision Studios presents Muppet treasure island : CD-ROM adventure game treatment / written by Larry Kay, with a shipload of help from Cheryl Weiner, Mark Loparco, Nicholas Koenig, Bill Prady. CLNA: acActivision, Inc. (employer for hire)
142. TXu-710-654: HockeyDrome : design document. CLNA: acActivision, Inc.
143. TXu-710-655: Shanghai : great moments : design document. CLNA: acActivision, Inc.
144. VA-144-423: Pitfall] : No. 4339. CLNA: Activision, Inc. & Saturday Supercade Ruby-Spears Enterprises, Inc.
145. VA-148-882: Worm whomper. CLNA: acActivision, Inc.
146. VA-148-883: Frostbite. CLNA: acActivision, Inc.

147. VA-148-884: River raid. CLNA: acActivision, Inc.
148. VA-148-885: Kaboom] CLNA: acActivision, Inc.
149. VA-150-604: Beamrider / conceived and designed by Dave Rolfe.
CLNA: on pictorial material & text; acActivision, Inc.
150. VA-163-000: Pitfall] : A coloring book : no. • 1046-51. CLNA:
acActivision, Inc.
151. VA-169-355: Pitfall] : ages 3 to 7 : no. • 4643. CLNA:
acActivision, Inc.
152. VA-176-450: Danger, quicksand. CLNA: acActivision, Inc.
153. VA-176-503: Pitfall] jigsaw puzzle : 99 pieces, fully interlocking :
ages 6 to 12 : no. • 4660. CLNA: acActivision, Inc.
154. VA-182-589: Pitfall] Magic slate : no. • 4442C-42. CLNA:
acActivision, Inc.
155. VA-182-597: Pitfall] Magic slate : no. • 4441C-42/4454C-42. CLNA:
acActivision, Inc.
156. VA-644-330: The lost treasures of Infocom II : manual / maual and
software-rework aKelley Zmak ; QA aKelly Rodgers. CLNA: on
compilation of prev. pub. material with additional introd. &
instructions; acActivision, Inc. (employer for hire)
157. VA-644-331: The lost treasures of Infocom / shell programming &
re-mastering aKevin Cheung ; manual & Hint book re-mastering
aKelly Zmak and aPat Zmak ; software QA aKelly Rodgers &
aMike Coustier. CLNA: on compilation of prev. pub. material
with additional introd. & instructions; acActivision, Inc.
(employer for hire)

EXHIBIT B

Patents

1. "Video memory system"

Patent Number: 4,644,495, issued 2/17/87

Serial Number: 06568078, Filed 1/4/84

Recordation date: 2/5/97

Reel/Frame: 8334/0944

United States Patent 4,644,495 Crane Feb. 17, 1987

Video memory system

Abstract

An improved video memory system includes a program memory, a display data memory, and a plurality of data fetchers. The data fetchers are used to indirectly address the display data in the display data memory. The data fetchers are programmed during vertical blanking so that selected display data is fetched at selected vertical display positions. During each scan line each data fetcher is "read" by: (1) decrementing a counter in the data fetcher; (2) comparing the counter value against preselected top and bottom values; and (3) using the counter value to indirectly address display data that is to be displayed on the current scan line if the counter value is between the top and bottom values. This relieves the host computer of having to keep track of the current vertical display position, thereby freeing it to use the saved computer cycles to produce more interesting video games with more complex display graphics. In addition there are provided data fetchers that can be programmed to periodically issue signals usable either for drawing a line with a predefined slope or modulating the amplitude of a sound generator.

Inventors: Crane; David P. (Menlo Park, CA). Assignee: Activision, Inc. (Mountain View, CA). Appl. No.: 568,078 Filed: Jan. 4, 1984 Intl. Cl. : G06F 3/14, G09G 1/02 Current U.S. Cl.: 345/516; 364/916.5; 364/920.7; 364/926; 364/927; 364/927.2; 364/927.66; 364/927.7; 364/927.8; 364/927.83; 364/929.2; 364/929.3; 364/933.2; 364/942.8; 364/947; 364/947.2; 364/947.4; 364/948.1; 364/949; 364/949.2; 364/957; 364/959; 364/960; 364/960.2; 364/964; 364/964.1; 364/965; 364/965.5; 364/DIG 2 Field of Search: 364/200 MS File, 900 MS File; 340/721, 723, 750, 799, 801, 802; 273/1 E, DIG. 28

References Cited | [Referenced By]

U.S. Patent Documents

4,165,072 Aug., 1979 Stubben 340/799 X4,189,728 Feb., 1980 Stubben 340/721 X4,232,374 Nov., 1980 Chung et al. 340/799 X4,296,476 Oct., 1981 Mayer 364/9004,418,344 Nov., 1983 Brown 340/750 X4,471,464 Sept., 1984 Mayer et al. 364/900

Primary Examiner: Zache; Raulfe B.

Assistant Examiner: Munteanu; Florin

Attorney, Agent or Firm: Flehr, Hohbach, Test, Albritton & Herbert

20 Claims, 16 Drawing Figures

EXHIBIT C

Trademarks

	<u>Mark</u> (Regular = Pending) (Bold = Registered)	<u>Country</u>	<u>Status</u>	<u>Filing Serial No.</u>	<u>Date of Filing, Publication, or Status</u>	<u>TM Reg. No.</u>	<u>Date Issued</u>
Activision, Inc.							
1.	A Mind Forever Voyaging	US	Registered			1428599	2/10/87
2.	Activision (Stylized Letters)	US	Registered			1207377	9/7/82
3.	Activision (Words Only), Class 9	US	Registered			1350487	7/23/85
4.	Activision (Words Only), Class 28	US	Registered			1183958	12/29/81
5.	Activision (Words Only)	California	Registered			64432	9/18/81
6.	ActivLink	US	Filed	75-352975	9/8/97		
7.	ActivLink GGN	US	Filed	75-352976	9/8/97		
8.	ActivLink Global Gaming Network	US	Filed	75-352977	9/8/97		
9.	Apocalypse	US	Filed	75-353729	9/8/97		
10.	Apocalypse Design	US	Filed	75-292832	5/15/97		
11.	Apocalypse Design and Word	US	Filed	75-292831	5/15/97		
12.	Apocalypse Logo	US	Filed		5/15/97		
13.	Beneath	US	Filed		1/26/98		
14.	Blast Chamber	US	Registered			2080286	7/15/97
15.	Call to Power	US	Filed	75-489557	5/22/98		
16.	Dark Reign	US	Filed	75-170411	9/23/96		
17.	Dark Reign: The Future of War	US	Filed	75-170410	9/23/96		
18.	Deadline	US	Filed			2037254	2/11/97
19.	Digital Diva	US	Filed		9/24/98		
20.	Freeway	US	Registered			1198971	6/22/82
21.	Game Vault	US	Filed	75-361454	9/22/98		
22.	Grand Tour Racing	US	Registered	75-281182	7/31/98		
23.	Grand Tour Racing '98	US	Filed	75-281182	5/26/98		
24.	Infocom	US	Registered			1642637	4/30/91
25.	Interstate '76	US	Registered			2080306	7/15/97
26.	Interstate '77	US	Filed	75-314814	4/14/98		
27.	Interstate '82	US	Filed		7/10/98		
28.	Kaboom!	US	Registered			2066953	6/3/97
29.	Laser Blast	US	Registered			1208648	9/14/82
30.	Leather Goddesses Of Phobos	US	Registered			1453326	8/18/87
31.	Pitfall - The Mayan Adventure	US	Registered			1947528	1/9/96
32.	Pitfall 3D: Beyond The Jungle	US	Filed	75-281184	5/26/98		
33.	Pitfall!	US	Registered			1289150	8/7/84
34.	Planetfall	US	Registered			2037253	2/11/97
35.	Pool Hustler	US	Filed		9/24/98		
36.	Power Move Pro Wrestling	US	Registered	75-148951	3/17/98	2189776	9/15/98
37.	Return To Zork	US	Registered			1908632	8/1/95
38.	River Raid	US	Registered			1282626	6/19/84
39.	Sacred Ground	US	Registered			2080274	7/15/97
40.	Screamin' Demons	US	Filed	75-254877	8/7/98		
41.	Shanghai	US	Registered			1904528	7/11/95
42.	Shanghai: Dynasty	US	Filed	75-290997	6/23/98		
43.	Sorcerer	US	Registered			1429416	2/17/87
44.	Spellbreaker	US	Registered			1428601	2/10/87
45.	Spycraft	US	Registered			2037102	2/11/97
46.	Spycraft: The Great Game	US	Registered			2037103	2/11/97
47.	Stealth Assassins	US	Filed		9/24/98		
48.	Teen Digital Diva	US	Filed		9/24/98		
49.	The Elk Moon Murder	US	Registered			2037111	2/11/97
50.	Top Shot	US	Filed		9/30/98		
51.	Trinity	US	Registered			1440053	5/19/87

	<u>Mark</u> (Regular = Pending) (Bold = Registered)	<u>Country</u>	<u>Status</u>	<u>Filing Serial No.</u>	<u>Date of Filing, Publication, or Status</u>	<u>TM Reg. No.</u>	<u>Date Issued</u>
52.	Vigilante 8	US	Filed		11/21/97		
53.	Xtinction	US	Filed	75-227190	1/20/98		
54.	Young Guns	US	Filed		3/9/98		
55.	Zork	US	Registered			1227668	2/15/83
56.	Zork Grand Inquisitor	US	Filed		9/4/98		
Activision, Inc. International Trademarks: See table below							
Head Games Publishing							
1.	Cabela's Big Game Hunter	US	Filed	75-408095	12/22/97		
2.	Duckhunter Pro 3D	US	Filed	75-447262	3/9/98		
3.	Enemy Nations	US	Filed	75-260777	3/20/97		
4.	Extreme Watersports	US	Filed	75-472752	4/23/98		
5.	Head Games	US	Registered	74-443422	10/4/93	1896317	5/30/95
6.	Paintbrawl	US	Filed	75-447263	3/9/98		
7.	Probowl 3D	US	Filed	75-447265	3/9/98		
8.	Profishing 3D	US	Filed	75-447264	3/9/98		
9.	Upland Game Hunter	US	Filed	75-472751	4/23/98		
Raven Software							
1.	Heretic (Design)	US	Registered	75-080628	3/29/96	2013994	11/5/96
2.	Heretic (Words Only)	US	Registered	74-721116	8/25/95	2001197	9/17/96
3.	Hexen (Design)	US	Registered	75-039835	1/3/96	2017842	11/19/96
4.	Hexen (Words Only)	US	Registered	75-039933	1/3/96	2012122	10/29/96
5.	Portal of Praevus	US	Filed	75-478891	5/4/98		
6.	Raven Software (logo)	US	Registered	74-646599	3/14/95	2139931	3/3/98
7.	Towers Of Darkness	US	Filed	75-343957	8/20/97		
8.	Heretic	France	Registered			95596400	
9.	Heretic	Benelux	Registered			585915	
10.	Heretic	Spain	Registered			2001504	
11.	Heretic	U.K.	Registered			2041803	
12.	Heretic	Australia	Registered			676245	
13.	Hexen	EC	Filed	267.450			
14.	Heretic	Italy	Filed	T096C00080	1/11/96		
Centresoft							
1.	Centresoft	UK	Registered			1226497	9/15/84
2.	Softdirect	UK	Registered			2025417	
3.	Centresite	UK	Filed				
CD Contact							
1.	Blaze	Germany	Registered			398-04-685	3/20/98
NBG							
1.	Romside	Germany	Registered			2091167	2/3/95
2.	Bootsoccer	Germany	Registered			39638694	10/4/96

Activision, Inc. International trademarks

	Mark	Country	Status	Serial/Registration No.	Date Issued
1.	Activision	Argentina	Registered	1,533,857	08/09/84
2.	Activision	Austria	Registered	103,402	08/16/83
3.	Activision	Australia	Registered	356,097	09/15/80
4.	Activision	B.V.I.	Registered	2,069	07/11/84
5.	Activision	Benelux	Registered	381,432	03/25/82
6.	Activision	Brazil	Registered	810,923,521	12/13/83
7.	Activision	Canada	Registered	271,887	08/20/82
8.	Activision	Chile	Registered	420,713	12/01/83
9.	Activision	China	Registered	208,139	05/14/94
10.	Activision	Columbia	Registered	333,592	11/18/94
11.	Activision	Denmark	Registered	4417/1982	12/17/82
12.	Activision	Dominican Republic	Registered	35,519	05/30/83
13.	Activision	Finland	Registered	89,515	08/06/84
14.	Activision	France	Registered	267,540	02/14/81
15.	Activision	Germany	Registered	1,055,089	02/06/91
16.	Activision	Germany	Registered	944,106	08/18/89
17.	Activision	Great Britain	Registered	1,148,580	09/15/80
18.	Activision	Greece	Registered	72,149	06/16/82
19.	Activision	Guatemala	Registered	85164	09/19/97
20.	Activision	Japan	Registered	1,772,445	05/30/85
21.	Activision	Iceland	Registered	360/1982	11/12/82
22.	Activision	Indonesia	Registered	174,044	07/14/93
23.	Activision	India	Registered	404,210B	4/13/97
24.	Activision	Ireland	Registered	106,188	05/12/82
25.	Activision	Israel	Registered	54,986	03/24/89
26.	Activision	Italy	Registered	397,255	09/25/81
27.	Activision	Korea	Registered	5672/83	11/30/83
28.	Activision	Malaysia(Sabah)	Registered	S/030093	6/18/89
29.	Activision	Mexico	Registered	387,378	08/21/90
30.	Activision	Monaco	Registered	829,243	06/28/82
31.	Activision	Netherlands Antilles	Registered	12686	11/25/82
32.	Activision	New Zealand	Registered	141,270	03/24/82
33.	Activision	Norway	Registered	133,728	10/06/98
34.	Activision	Panama	Registered	030,799	5/30/98
35.	Activision	Peru	Registered	79,691	1/27/94
36.	Activision	Philippines	Registered	38,536	04/06/88
37.	Activision	Portugal	Registered	220,781D	6/27/89
38.	Activision	Singapore	Registered	1566/82	3/29/89
39.	Activision	South Africa	Registered	81/4423	6/25/91
40.	Activision	South Africa	Registered	81/6710	9/11/91
41.	Activision	Spain	Registered	1,569,580	5/23/90
42.	Activision	Sweden	Registered	187,586	05/08/83
43.	Activision	Switzerland	Registered	319,053	05/26/82
44.	Activision	Taiwan	Registered	621,389	11/16/93
45.	Activision	Taiwan	Registered	203,942	02/01/83
46.	Activision	Thailand	Registered	TM1153	07/16/82
47.	Activision	Turkey	Registered	81,589	06/05/84
48.	Activision	Venezuela	Registered	115,123F	10/02/85
49.	Mediagenic	Canada	Registered	380,236	02/22/91
50.	Mediagenic	France	Registered	1,464,699	05/11/88
51.	Mediagenic	Great Britain	Registered	1,343,884	05/10/88
52.	Mediagenic	Germany	Registered	1,148,168	05/10/88
53.	Electric Dreams	France	Registered	1,326,874	10/15/85