



08-08-2000

07-17-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #26



101425699

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

7.17.00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

75 383 140

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name +

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

08/07/2000 NTHA11 00000197 75383140

Q1 FC:481 40.00 OP
Q2 FC:482 1775.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

TONYA CHAPPLE
Name of Person Signing

Tonya Chapple
Signature

7-11-00
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

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Trademark Application Number(s)

Registration Number(s)

75/422,435	75/422,438	75/522,601
75/363,956	75/441,327	

2,070,846	2,016,529	2,079,986
2,034,565	See attached List	

SCHEDULE C

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Dated Issued</u>	<u>Patent Number</u>
Bad Mister Frosty	12/31/96	2026258
Battle Chess	05/15/90	1596613
Blackthorne	03/12/96	1962436
Boogerman	02/27/96	1959285
Brain Storm and Design	07/08/97	2077705
By Gamers, For Gamers	06/16/98	2165169
Castles	12/01/92	1737704
Checkmate	04/01/91	1682109
Cinematic Multimedia	12/12/95	1941851
Clay Fighter	04/19/94	1832342
Clay Fighter 63 1/3	08/18/98	2182958
Claymates	09/13/94	1854242
Conquest of the New World	10/15/96	2009067
Crime Killer	03/09/99	2231196
Descent (Class 9) - Computer Software	01/16/96	1949638
Descent Maximum	11/17/98	2204425
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Interplay & Design (Class 9)	07/08/97	2077709
Interplay Productions	07/09/85	1347474
Loaded (Gremlin Title)	03/03/98	2141294
Lost Vikings	05/10/94	1836284
MacPlay	10/18/94	1858703
M.A.X. Mechanized Assault & Exploration (Class 28)	06/17/97	2072876
MDK (U.S.)	05/05/98	2155407
Mummy Tomb of the Pharaoh	04/22/97	2056335
Normality (Gremlin Title)	07/08/97	2078130
Norse by Norsewest	03/03/98	2141610
Of Light and Darkness	03/16/99	2232471
Of Light and Darkness The Prophecy	06/01/99	2249634
Out of this World	06/22/93	1778422
Rags to Riches	05/03/94	1836291
Realms of the Haunting (computer & video games)	09/30/97	2102234
Red Asphalt (Class 9) - Computer Software	06/02/98	2162545
Redneck Rampage Rides Again	08/10/99	2269851
Redneck Rampage Suckin' Grits on Route 66	07/13/99	2261601
Reloaded (Class 28)	06/10/97	2070881
Rock N Roll Racing	05/03/94	1834758

Trademark

LA/540637.1
05/30/00

**ASSIGNMENT FOR SECURITY OF PATENTS,
TRADEMARKS AND COPYRIGHTS**

THIS ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "Assignment") is made as of the 14th day of April, 2000 by and among TITUS INTERACTIVE SA, a French corporation ("Titus"), INTERPLAY ENTERTAINMENT CORP., a Delaware corporation (successor by merger to Interplay Productions, a California corporation) ("Interplay") and INTERPLAY OEM, INC. ("Interplay OEM" and, jointly and severally with Interplay, the "Borrower").

W I T N E S S E T H

WHEREAS, on or about June 16, 1997, Greyrock Capital (formerly Greyrock Business Credit) ("Greyrock Capital") and the Borrower entered into that certain Loan and Security Agreement dated June 16, 1997, as amended by that Amendment to Loan Documents dated December 20, 1999, that Letter Agreement dated March 22, 2000 and that Amendment to Loan Documents dated April 14, 2000 (as amended, the "Loan and Security Agreement").

WHEREAS, Titus executed and delivered to Greyrock Capital that certain Continuing Guaranty, dated April 14, 2000 (the "Guaranty") for the sum of Twenty Million Dollars (\$20,000,000);

WHEREAS, in consideration for Titus' execution of the Guaranty, Borrower has granted to Titus a continuing security interest in certain of Borrower's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Security Agreement Definitions. That certain Reimbursement, Security and Pledge Agreement dated as of April 14, 2000, among Titus Interactive SA, Interplay Entertainment Corp. and Interplay OEM, Inc. (the "Security Agreement"), and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement.

2. Assignment for Security. In consideration for Titus' execution of the Guaranty, Borrower hereby grants to Titus a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(b) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof and all

renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(c) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule C attached hereto and made a part hereof and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of Borrower's business connected with the use of and symbolized by the Trademarks.

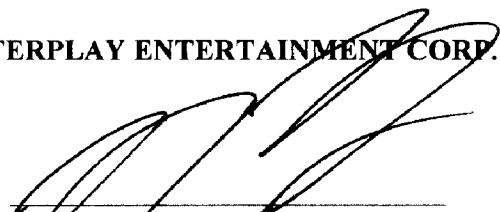
In addition to, and not by way of limitation of, all other rights granted to Titus under this Assignment, Borrower hereby assigns, transfers and conveys to Titus all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Titus, effective upon the occurrence of any Event of Default, to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Titus and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Borrower or any other Person by Titus (except that if Titus shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Effect on Security Agreement; Cumulative Remedies. Borrower acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Titus under the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Titus with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, TITUS SHALL NOT HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT BORROWER SHALL HAVE ALL OF SUCH RIGHTS.


4. Binding Effect; Benefits. This Assignment shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Titus and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

INTERPLAY ENTERTAINMENT CORP.

By: 
Name: Brian Fargo
Title: Chief Executive Officer

INTERPLAY OEM, INC.

By: 
Name: Brian Fargo
Title: Chief Executive Officer

ACCEPTED AND AGREED:

TITUS INTERACTIVE SA

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

INTERPLAY ENTERTAINMENT CORP.

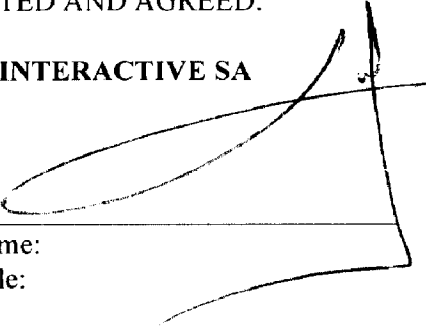
By: _____
Name:
Title:

INTERPLAY OEM, INC.

By: _____
Name:
Title:

ACCEPTED AND AGREED:

TITUS INTERACTIVE SA

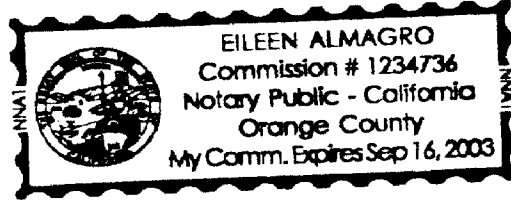
By:  _____
Name:
Title:

STATE OF California)
) SS:
COUNTY OF Orange)

On the 14th day of April in the year 2000 before me, the undersigned, Notary Public in and for said State and County, personally appeared Brian Fargo, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument, the individual(s), or the entity upon behalf of which the individuals acted, executed the instrument.

WITNESS my hand and official seal.

Eileen Almagro



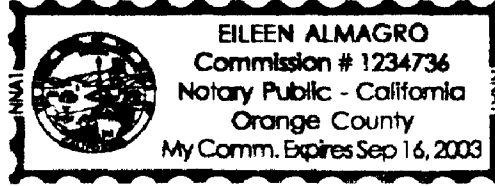
(SEAL)

STATE OF California)
) SS:
COUNTY OF Orange)

On the 14th day of April in the year 2000 before me, the undersigned, Notary Public in and for said State and County, personally appeared Brien Fargo, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual(~~s~~) whose name(~~s~~) is (~~are~~) subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument, the individual(~~s~~), or the entity upon behalf of which the individuals acted, executed the instrument.

WITNESS my hand and official seal.

Eileen Almagro



(SEAL)

SCHEDULE A

PATENT REGISTRATIONS

None.

PATENT APPLICATIONS

None.

SCHEDULE B**COPYRIGHT REGISTRATIONS**

<u>Copyright</u>	<u>Date Issued</u>	<u>Copyright Number</u>
American Deer Hunting 2000	11/26/99	PA 965-506
Atomic Bomberman	10/5/98	PA 954-473
Baldur's Gate	03/01/99	TX 4-922-293
Baldur's Gate: Tales of the Sword Coast	06/21/99	TX 4-955-063
Bard's Tale III	02/13/89	TX-2-513-207
Battle Chess (software only)	07/10/90	TX 2-893-422
Boogerman – Strategy Guide	05/04/95	TX-4-010-474
Caesars Palace Blackjack	10/02/98	TX 4-767-412
Caesars Palace Craps	10/02/98	TX 4-767-413
Caesars Palace Imperial Slots	10/05/98	TX 4-777-275
Caesars Palace Video Poker	10/02/98	TX 4-767-411
Clayfighter 63 1/3	03/20/98	PA 885-156
Conquest of the New World	07/22/96	PA 817-439
Descent	10/04/95	PA 760-299
Descent Shareware	10/04/95	PA 760-298
Descent II	06/13/96	PA 817-438
Die By the Sword	10/21/98	PA 915-817
Dungeon Master II – Strategy Guide	08/31/95	TX-3-673-386
Fallout	03/20/98	PA 886-144
Fallout II	03/01/99	PA 931-744
Fragile Alliance	05/05/98	PA 885-848
Frankenstein – Strategy Guide	12/13/95	TX-4-153-634
Jet Fighter III	05/20/97	PA 857-025
Kingpin	09/21/99	PA 965-524
Loaded	04/08/97	PA 840-868
M.A.X.	01/17/97	PA 829-450
M.A.X. 2	10/21/98	PA 915-304
MDK	03/31/97	PA 808-315
Realms of Haunting	05/05/98	PA 885-847
Redneck Rampage	06/04/97	PA 844-404
Reloaded	04/08/97	PA 840-862
Shattered Steel	09/13/96	PA 807-946
Sklansky's Poker	12/21/99	PA 967-766
Star Trek: Star Fleet Academy	07/13/98	TX 4-690-377
Star Trek: Starfleet Command	11/01/99	TX 4-272-948
Stonekeep	12/06/96	PA 826-716
Stonekeep – Strategy Guide	03/05/96	TX-4-233-402
USCF Chess	10/21/98	TX 4-783-955
Virtual Tennis	06/25/99	PA 951-792
VR Baseball '97	03/31/97	TX 4-564-090
VR Baseball '99	10/13/98	TX 4-771-664
VR Baseball 2000	10/13/98	TX 4-771-562
VR Soccer	05/05/98	PA 910-296
Wasteland	11/21/88	TX-2-428-807

LA/540637.1
05/30/00

Copyright

Date Issued

Copyright Number

Waterworld (software only)
Waterworld – Strategy Guide
Wild 9

02/23/98
11/21/88
08/09/99

TX 4-632-447
TX 2-428-807
PA 941-805

COPYRIGHT APPLICATIONS

None.

SCHEDULE CTRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Dated Issued</u>	<u>Patent Number</u>
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Battle Chess	05/15/90	1596613
Blackthorne	03/12/96	1962436
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Reloaded (Class 28)	06/10/97	2070881
Rock N Roll Racing	05/03/94	1834758

*Trademark*Patent Number

Trademark

<u>Patent</u>	<u>Dated Issued</u>	<u>Patent Number</u>
Rolemaster: Magestorm	04/13/99	2239195
SandWarriors	03/17/98	2145229
Shattered Steel (Class 28)	07/29/97	2084915
Signature Series	07/29/97	2084915
Splatterball	04/13/99	2239196
Star Reach	01/30/96	1953773
Stonekeep (Class 16)	12/03/96	2021481
The Difference Is Real	04/01/97	2049995
Tribal Dreams	07/21/98	2175708
Virtual FieldVision	08/24/99	2272527
Virtual Pool.(U.K.) registered as INTERPLAY	04/04/98	2016529
VIRTUAL POOL		
VR Sports Logo	07/15/1997	2079986
Whiplash (Revised title for Fatal Racing)	01/28/1997	2034565

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Date Applied</u>	<u>Application Number</u>
Redneck Rampage Suckin' Grits on Route 66	10/31/97	75-383140
Rolemaster: Magestorm	05/14/96	75-103875
Run Like Hell	01/15/99	75-621179
Sacrifice	10/22/97	75-377288
Severed Heads (Class 9)	06/23/97	75-313526
Soulbringer	10/02/98	75-521378
Tantrum	08/29/97	75-349075
Tantrum & Design	12/10/97	75-402980
Team Ego	05/17/99	75-708993
Ultimate Archives	01/23/98	75-422435
Ultimate Strategy Archives	01/23/98	75-422438
Ultimate Wizardry Archives	07/21/98	75-522601
VR Sports Powerboat Racing and Design	09/27/97	75-363956
You Gotta Have Game	02/26/98	75-441327

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TONYA CHAPPLE

Tonya Chapple

7-11-00

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB C651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/422,435 75/422,438 75/522,601

2,070,846 2,016,529 2,079,986

75/363,956 75/441,327

2,034,565 See attached List

SCHEDULE C

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Dated Issued</u>	<u>Patent Number</u>
Bad Mister Frosty	12/31/96	2026258
Battle Chess	05/15/90	1596613
Blackthorne	03/12/96	1962436
Boogerman	02/27/96	1959285
Brain Storm and Design	07/08/97	2077705
By Gamers, For Gamers	06/16/98	2165169
Castles	12/01/92	1737704
Checkmate	04/01/91	1682109
Cinematic Multimedia	12/12/95	1941851
Clay Fighter	04/19/94	1832342
Clay Fighter 63 1/3	08/18/98	2182958
Claymates	09/13/94	1854242
Conquest of the New World	10/15/96	2009067
Crime Killer	03/09/99	2231196
Descent (Class 9) - Computer Software	01/16/96	1949638
Descent Maximum	11/17/98	2204425
Die By the Sword	09/01/98	2186477
Drawing Discoveries	03/17/98	2145377
Earth 2140	02/16/99	2224808
Engage Games Online	11/17/98	2204227
Fallout	08/11/98	2181084
Fragile Allegiance	07/15/97	2080326
Frankenstein: Through the Eyes of the Monster	10/07/97	2103798
HardWar	04/13/99	2239173
Interplay (Class 38)	09/21/99	2279561
Interplay & Design (Class 9)	07/08/97	2077709
Interplay Productions	07/09/85	1347474
Loaded (Gremlin Title)	03/03/98	2141294
Lost Vikings	05/10/94	1836284
MacPlay	10/18/94	1858703
M.A.X. Mechanized Assault & Exploration (Class 28)	06/17/97	2072876
MDK (U.S.)	05/05/98	2155407
Mummy Tomb of the Pharaoh	04/22/97	2056335
Normality (Gremlin Title)	07/08/97	2078130
Norse by Norsewest	03/03/98	2141610
Of Light and Darkness	03/16/99	2232471
Of Light and Darkness The Prophecy	06/01/99	2249634
Out of this World	06/22/93	1778422
Rags to Riches	05/03/94	1836291
Realms of the Haunting (computer & video games)	09/30/97	2102234
Red Asphalt (Class 9) - Computer Software	06/02/98	2162545
Redneck Rampage Rides Again	08/10/99	2269851
Redneck Rampage Suckin' Grits on Route 66	07/13/99	2261601
Reloaded (Class 28)	06/10/97	2070881
Rock N Roll Racing	05/03/94	1834758

Trademark

LA/540637.1
05/30/00