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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Interplay Entertainment Corp. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Vivendi Universal Games, Inc. Internal Address: Street Address: 6080 Center Drive City: Los Angeles State: CA Zip: 90045 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: January 18, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1962436; 1836284; 2141610; 1834758 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Ryan J. Victor, Esq. Internal Address: Latham and Watkins Street Address: 633 West Fifth Street Suite 4000 City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 4 7. Total fee (37 CFR 3.41): \$ 115.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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. J. Luis Farias Name of Person Signing Signature Date 2/7/02 Total number of pages including cover sheet, attachments, and document: 15

03/11/2002 6TON11 00000185 1962436 01 FC:481 02 FC:482 40.00 OP 75.00 OP

Main documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002459 FRAME: 0075

TRADEMARK PURCHASE AND SALE AGREEMENT

This Trademark Purchase and Sale Agreement (this "*Agreement*") is made as of January 18, 2002 (the "*Effective Date*") by and among Vivendi Universal Games, Inc., formerly known as Vivendi Universal Interactive Publishing North America, Inc. ("*UNIVERSAL*"), a Delaware corporation with offices at 6080 Center Drive, Los Angeles, California, 90045, and INTERPLAY ENTERTAINMENT CORP. ("*IEC*"), a Delaware corporation with offices at 16815 Von Karman Avenue, Irvine, California, 92606 and IEC's wholly owned subsidiaries, INTERPLAY OEM, INC., a California corporation, GAMESONLINE.COM, INC., a Delaware corporation, and SHINY ENTERTAINMENT, INC., a California corporation (individually and collectively with IEC, "*Interplay*").

WHEREAS, Interplay owns certain rights and interests in and to certain Intellectual Property Rights and Product Related Agreements (collectively, the "*Interplay Product Rights*");

WHEREAS, Interplay desires to transfer to Universal all of Interplay's right, title and interest in and to the Interplay Product Rights; and

WHEREAS, on the terms and conditions set forth in this Agreement, Interplay desires to sell to Universal, and Universal desires to purchase from Interplay, all right, title and interest in and to the Interplay Product Rights;

NOW, THEREFORE, subject to the mutual covenants contained herein, and for payment of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Certain Definitions. In this Agreement, the following terms shall have the following meanings.

1.1 "Intellectual Property Rights" shall mean all patents, copyrights, trademarks (including those trademarks described in Schedule A hereto (collectively, the "*Interplay Trademark Interests*")), service marks, trade secrets, rights to use names and likenesses, and other intellectual property and personal property rights, if any, comprised of, used in, or embodied in or relating to the Products including, without limitation, all source code (including for both PAL and NTSC versions of the Products), object code, packaging, artwork, documentation and manuals relating thereto, and all goodwill and reputation of the businesses associated therewith, throughout the universe, in all media now known or hereinafter developed.

1.2 "Losses" shall mean any and all losses, damages and liabilities, joint or several, and expenses reasonably incurred (including, without limitation, reasonable attorney fees and other costs of litigation, arbitration and settlement) suffered or incurred by an indemnified party in respect of an indemnified claim, (i) reduced by the present value benefit realized or realizable by the indemnified party in connection with or as a result of the incurrence

of such losses, claims, damages, liabilities and expenses and (ii) reduced by any applicable insurance proceeds actually received by the indemnified party.

1.3 "Online Play" shall mean any service through which software products may be played by users through a telecommunications connection to an online network (such as the Internet), and online service, wireless service, or any other game service implemented over cable television lines, telephone lines, microwave signals, radio waves, satellite, wireless or any other service or method now known or hereinafter invented for the transmission and/or play of such products. For the avoidance of doubt, Online Play will also include any matchmaking services through which consumers are matched with opponents for Online Play vis-à-vis one another.

1.4 "Product Related Agreements" shall mean any and all license agreements, royalty agreements, software development agreements, joint venture agreements, distribution agreements, reseller agreements, supply agreements, manufacturing agreements, or other agreements, to which Interplay is a party, relating specifically to the Products.

1.5 "Products" shall mean those games released under the titles of Racing Destruction Set, RPM Racing, Rock N Roll Racing, Norse by Norsewest, Lost Vikings I, Lost Vikings II, and Blackthorne in all languages, on all platforms, and in all media, now existing or hereinafter developed, including, but not limited to, PC, MAC, Super Nintendo, Sega Genesis, Sony PlayStation, Commodore 64, and Online Play.

2. Purchase and Sale.

(a) Universal hereby purchases and accepts from Interplay and Interplay hereby sells, conveys, assigns and transfers to Universal, all of Interplay's right, title and interest in and to the Interplay Product Rights. Interplay hereby assigns, and to the extent it cannot assign, waives all droit moral associated with the Products. Interplay shall execute and deliver or cause to be delivered to Universal concurrently with execution of this Agreement the items specified in Exhibit B and all other appropriate instruments of assignment and any other documents of conveyance necessary to effectuate the transfer of title to the Interplay Product Rights to Universal on and as of the date hereof as well as all appropriate filings and recordations with governmental authorities with respect to such transfer, including without limitation, the Assignment of Trademarks attached hereto as Exhibit A.

(b) Interplay hereby covenants to use its commercially reasonable best efforts to obtain any and all third party consents necessary to assign and transfer the Product Related Agreements.

3. Purchase Price. In consideration of the foregoing, Universal hereby agrees to pay and deliver to Interplay (or Interplay's designee) by wire transfer of immediately available funds, Five Hundred Thousand Dollars (\$500,000) upon execution and delivery by Interplay of this Agreement and the Assignment of Trademarks. Interplay hereby covenants that it shall deliver or cause to be delivered to Universal item two (2) on Exhibit B within three (3) business days of

execution of this Agreement and items one (1), three (3), four (4), five (5), six (6), and seven (7) on Exhibit B within ten (10) business days of execution of this Agreement.

4. Representations and Warranties.

4.1 By Interplay. Interplay represents and warrants to Universal as of the date hereof that each of the following representations is true and correct:

(a) Each of IEC, Interplay OEM, Inc., Gamesonline.com, Inc., and Shiny Entertainment, Inc. are corporations validly existing and in good standing under the laws of the jurisdictions of their organization. Each of IEC, Interplay OEM, Inc., Gamesonline.com, Inc., and Shiny Entertainment, Inc. has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly approved by all requisite corporate action, and no other corporate proceedings on the part of IEC, Interplay OEM, Inc., Gamesonline.com, Inc., Shiny Entertainment, Inc. or any of their respective shareholders is necessary to approve this Agreement and to authorize and consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by each of IEC, Interplay OEM, Inc., Gamesonline.com, Inc., and Shiny Entertainment, Inc. and (assuming the due authorization, execution and delivery of this Agreement by Universal) constitutes a valid and binding obligation of each of IEC, Interplay OEM, Inc., Gamesonline.com, Inc., and Shiny Entertainment, Inc., enforceable against them in accordance with its terms, except as enforcement may be limited by general principles of equity whether applied in a court of law or a court of equity and by bankruptcy, insolvency, moratorium and similar laws affecting creditors' rights and remedies generally.

(b) There are no contracts, agreements or understandings, written or oral, with any third party currently in effect which limit or restrict the right of IEC, Interplay OEM, Inc., Gamesonline.com, Inc., or Shiny Entertainment, Inc. to use, transfer or register any of the Intellectual Property Rights in any manner. None of IEC, Interplay OEM, Inc., Gamesonline.com, Inc., or Shiny Entertainment, Inc. are defendants to any action, suit, investigation or proceeding relating to, or otherwise have been notified of, any claim that IEC's, Interplay OEM, Inc.'s, Gamesonline.com, Inc.'s, or Shiny Entertainment, Inc.'s use of the Intellectual Property Rights infringe the proprietary rights of any third person. Except for Electronic Arts Inc.'s use of the "Lord Blackthorn" mark (the "**EA Blackthorn Mark**"), to the knowledge of IEC, Interplay OEM, Inc., Gamesonline.com, Inc., and Shiny Entertainment, Inc., there is no infringement by any third party of the Intellectual Property Rights.

(c) Except as disclosed on Schedule 4.1(c), Interplay has not licensed or in any other way authorized any third party to use in any manner the Intellectual Property Rights, and to Interplay's knowledge, there is no unauthorized use thereof by any third party. Except for materials owned by, or licensed from, Blizzard Entertainment and its predecessor-in-interest, Interplay owns or has the license to use, and has the right to sell and dispose of or has a valid right to use and license, the Intellectual Property Rights.

(d) All registrations for the Interplay Trademark Interests are valid and in good standing, and except for any potentially impending cancellations due to lack of use (including a potential March 2002 deadline for evidencing use of the "Blackthorne" mark), there are no pending or, to Interplay's knowledge, threatened oppositions, cancellation proceedings or litigation with respect thereto. Subject to any lack of use, Interplay has taken reasonable and prudent steps to protect Interplay's rights in and to the Intellectual Property Rights. To Interplay's knowledge, (i) no third person has any right to use the trademarks registered with the United States Patent and Trademark Office and included in the Intellectual Property Rights in connection with the goods set forth in such registration either in identical form or in such near resemblance thereto as to be likely, when applied to the goods of any such person, to cause confusion as to the source of such goods (except for the EA Blackthorn Mark), and (ii) the use of the trademarks registered with the United States Patent and Trademark Office and included in the Intellectual Property Rights in connection with the goods set forth in such registration does not constitute an infringement of, conflict with, or otherwise violate, the valid rights of any third party.

(e) The Interplay Product Rights granted herein shall not in any way infringe upon or misappropriate the copyright rights of any third party.

(f) Interplay does not have any commitment or legal obligation, absolute or contingent, to any person or entity other than Universal to license, sell, assign, transfer or effect a sale of any of the Intellectual Property Rights, or to enter into any contract, agreement or understanding or cause the entering into of a contract, agreement or understanding with respect to the foregoing. Interplay has not pledged or granted a security interest to any third person in any of its interest in the Intellectual Property Rights to any person or entity other than Microsoft Corporation, Brian Fargo and LaSalle Business Credit Inc.

4.2 By Universal. Universal represents and warrants to Interplay as of the date hereof that each of the following representations are true and correct:

(a) Universal is a corporation validly existing and in good standing under the laws of the jurisdiction of its organization. Universal has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly approved by all requisite corporate action, and no other corporate proceedings on the part of Universal or any of its shareholders is necessary to approve this Agreement and to authorize and consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Universal and (assuming the due authorization, execution and delivery of this Agreement by the other parties hereto) constitutes a valid and binding obligation of Universal, enforceable against it in accordance with its terms, except as enforcement may be limited by general principles of equity whether applied in a court of law or a court of equity and by bankruptcy, insolvency, moratorium and similar laws affecting creditors' rights and remedies generally.

5. Further Assurances. Interplay and Universal will use reasonable efforts to implement the provisions of this Agreement, including but not limited to the execution and delivery of such other documents (including any license, assignment or assumption agreement, official certificates of registration, renewals, transfers or other documents supporting ownership of trademarks and copyrights) in addition to those required by this Agreement, in form and substance reasonably satisfactory to the other party, as may be reasonably deemed necessary to implement any provision of this Agreement.

6. Indemnification.

Section 6.1 Indemnification by Interplay. Subject to the limitations and conditions set forth in this Section 6, Interplay shall indemnify and hold harmless, to the fullest extent permitted by law, Universal and its shareholders, officers, directors, employees, agents and affiliates (collectively, the "*Universal Indemnitees*") from and against any and all Losses which they or any of them may suffer or incur, to the extent arising from (i) any breach of any representation or warranty made by Interplay in this Agreement; or (ii) any failure by Interplay to perform in a timely manner any agreement, covenant or obligation of Interplay pursuant to this Agreement.

Section 6.2 Indemnification by Universal. Subject to the limitations and conditions set forth in this Section 6, Universal shall indemnify and hold harmless, to the fullest extent permitted by law, Interplay and its shareholders, officers, directors, employees, agents and affiliates (collectively, the "*Interplay Indemnitees*") from and against any and all Losses which they or any of them may suffer or incur, to the extent arising from (i) any breach of any representation or warranty made by Universal in this Agreement; or (ii) any failure by Universal to perform in a timely manner any agreement, covenant or obligation of Interplay pursuant to this Agreement.

Section 6.3 Limitation on Remedies. The respective indemnities provided in this Section 6, subject to the limitations set forth in this Agreement, shall be the exclusive remedies available to a party to this Agreement for any breach or violation of this Agreement by another party hereto.

Section 6.4 Limitation on Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL THE PARTIES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL LOSS OR DAMAGES ARISING OUT OF THIS AGREEMENT OR WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. FURTHER NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND WITHOUT LIMITING ANY OTHER RIGHTS, REMEDIES, LIMITATIONS OR RESTRICTIONS HEREIN OR UNDER LAW, IN NO EVENT SHALL ANY PARTY BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, UNDER LAW OR EQUITY, FOR ANY AMOUNTS AGGREGATING IN EXCESS OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

7. Miscellaneous.

Section 7.1 Notices. All notices, statements and other documents, and all approvals or consents that any party is required or desires to give to any other party, shall be given in writing and shall be served in person, by express mail, by certified mail, by overnight delivery, or by facsimile at the respective addresses set forth below, or at such other addresses as may be designated by such party in accordance with this Section.

If to Interplay:

Interplay Entertainment Corp.
Attention: Chief Executive Officer
16815 Von Karman Avenue
Irvine, California 92606
Telephone: (949) 553-6655
Facsimile: (949) 252-0667

with a copy to:

Akin, Gump, Strauss, Hauer
& Feld, L.L.P.
2029 Century Park E. #2400
Los Angeles, CA 90067
Attention: Murray Markiles
Telephone: (310) 229-1000
Facsimile: (310) 229-1001

If to Universal:

Vivendi Universal Games
Attention: Chief Executive Officer
6080 Center Drive
Los Angeles, California, 90045
Telephone: (310) 431-4000
Facsimile: (310) 342-0641

with a copy to:

Vivendi Universal Games
Attention: Corporate Counsel
6080 Center Drive
Los Angeles, California, 90045
Telephone: (310) 431-4000
Facsimile: (310) 342-0641

Delivery shall be deemed conclusively made (i) at the time of service, if personally served, (ii) five days after deposit in the United States mail, properly addressed and postage prepaid, if delivered by express mail or certified mail, (iii) upon confirmation of delivery by the private overnight deliverer, if served by overnight delivery, and (iv) at the time of electronic transmission (with successful transmission confirmation), provided a copy is mailed within 24 hours after such transmission.

Section 7.2 Choice of Law. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of California (without reference to its choice of law provisions).

Section 7.3 Entire Agreement; Amendments and Waivers. This Agreement, together with all exhibits and schedules hereto constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. No

amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 7.4 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


Section 7.5 Invalidity. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

Section 7.6 Titles; Gender. The titles, captions or headings of the Agreement and Sections herein, and the use of a particular gender, are for convenience of reference only and are not intended to be a part of or to affect or restrict the meaning or interpretation of this Agreement.


Section 7.7 Interpretation. The headings and captions contained in this Agreement and in the Schedules hereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement by their duly authorized representatives as set forth below.


**VIVENDI UNIVERSAL GAMES, INC.,
formerly known as VIVENDI UNIVERSAL
INTERACTIVE PUBLISHING NORTH
AMERICA, INC.**

By: 
Name: D. Zinsler
Title: CFO

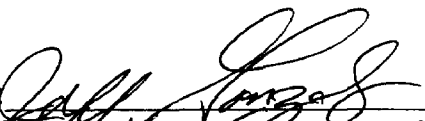
INTERPLAY ENTERTAINMENT CORP.,

By: 
Name: JEFF GONZALEZ
Title: CFO


INTERPLAY OEM, INC.

By: 
Name: JEFF GONZALEZ
Title: CFO

GAMESONLINE.COM, INC.

By: 
Name: JEFF GONZALEZ
Title: CFO

SHINY ENTERTAINMENT, INC.

By: 
Name: JEFF GONZALEZ
Title: CFO

SCHEDULE A

to the

Trademark Purchase and Sale Agreement

MARK	COUNTRY	GOODS	CLASS	OWNER	STATUS	NUMBER/ DATE	NEXT RENEWAL DATE
BLACKTHORNE	USA	<i>Computer programs for video and computer games and instruction manuals sold as a unit with the programs.</i>	28	Interplay Entertainment Corp.	Registered	1,962,436 03/12/96	03/12/06
LOST VIKINGS	USA	<i>Computer programs for both video games and computer games.</i>	28	Interplay Entertainment Corp.	Registered	1,836,284 05/10/94	05/10/04
NORSE BY NORSEWEST	USA	<i>Computer programs for video games and computer games and instructional manuals sold as a unit with the programs.</i>	9	Interplay Entertainment Corp.	Registered	2,141,610 03/03/98	03/03/08
ROCK N ROLL RACING	USA	<i>Computer programs for video games and computer games and instructional manuals sold as a unit with the programs.</i>	9	Interplay Entertainment Corp.	Registered	1,834,758 05/03/94	05/03/04
RACING DESTRUCTION SET.							
RPM RACING							

Exhibit A
to the
Trademark Purchase and Sale Agreement

(Assignment of Trademarks)

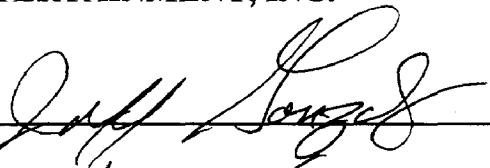
WHEREAS, INTERPLAY ENTERTAINMENT CORP., a Delaware corporation with offices at 16815 Von Karman Avenue, Irvine, California, 92606 and together with its wholly owned subsidiaries, INTERPLAY OEM, INC., a California corporation, GAMESONLINE.COM, INC., a Delaware corporation, and SHINY ENTERTAINMENT, INC., a California corporation (individually and collectively with IEC, "*Assignor*"), has adopted and owns the trademarks identified and set forth on Schedule A for which Assignor owns the federal registrations identified and set forth on Schedule A on the Principal Register of the United States Patent and Trademark Office for the goods and/or services identified therein (the "*Marks*");

WHEREAS, Vivendi Universal Games, Inc., formerly known as Vivendi Universal Interactive Publishing North America, Inc. ("*Assignee*"), desires to acquire the Marks, the goodwill appurtenant thereto, and the above-referenced registrations therefor pursuant to the Trademark Purchase and Sale Agreement by and between Assignor and Assignee dated as of January [18], 2002;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers the Marks, together with the goodwill of the businesses symbolized by the Marks, the above-described trademark registrations, and all of Assignor's rights therein, to Assignee.

Dated effective as of: January [18], 2002

**INTERPLAY ENTERTAINMENT CORP., on behalf of
itself and its subsidiaries, INTERPLAY OEM, INC.,
GAMESONLINE.COM, INC., and SHINY
ENTERTAINMENT, INC.**

By:  _____

Name: JEFF GONZALEZ

Title: CFO

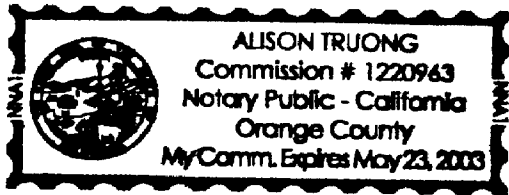
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On January 18, 2002, before me, Alison Truong, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Edward Zinser and Jeff Gonzalez,
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(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 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Alison Truong
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trademark Purchase and Sale Agreement

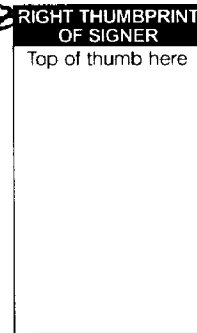
Document Date: January 18, 2002 Number of Pages: 10

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Edward Zinser and Jeff Gonzalez

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

SCHEDULE A

to the
Assignment of Trademarks
Trademark Purchase and Sale Agreement

MARK	COUNTRY	GOODS	CLASS	OWNER	STATUS	NUMBER/ DATE	NEXT RENEWAL DATE
BLACKTHORNE	USA	<i>Computer programs for video and computer games and instruction manuals sold as a unit with the programs.</i>	28	Interplay Entertainment Corp.	Registered	1,962,436 03/12/96	03/12/06
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RACING DESTRUCTION SET.							
RPM RACING							

Exhibit B
to the
Trademark Purchase and Sale Agreement

Deliverable Items:

Interplay shall deliver the following items to Universal by the Effective Date:

1. Two (2) gold master copies of each Product.
2. All copies of the source code for each Product (Interplay shall not retain copies of such source code).
3. All licenses granting rights to incorporate third party music into the Products.
4. All licenses granting rights to incorporate third party names, voices or likenesses.
5. All licenses granting rights to use sound drivers used in any of the Products.
6. All licenses to use any packaging artwork for any of the Products.
7. Any additional Product Related Agreements.

Schedule 4.1(c)

Product Agreement dated November 1, 1992 between Interplay Productions and Silicon & Synapse, Inc.
(Product "Nightmare" changed name to "Blackthorne")

Product Agreement dated March 24, 1992 between Interplay Productions and Silicon & Synapse, Inc. (Product
"Vikings" changed name to "Lost Vikings") as amended

Product Agreement dated March 15, 1993 between Interplay Productions and Silicon & Synapse, Inc. (Product
"Vikings II")

Product Agreement dated November 7, 1991 between Interplay Productions and Silicon & Synapse, Inc.
(Product "RPM II" changed name to "Rock N' Roll Racing") as amended

Distribution Agreement dated August 23, 2001 between Interplay Entertainment Corp. and Vivendi Universal
Interactive Publishing North America, as amended