

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

Looking Glass Studios, LLC

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Intellectual Property Agreement
- Merger
- Change of Name

Execution Date: June 21, 2000

2. Name and address of receiving party(ies)

Name: Eidos Interactive, Inc

Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 651 Brannan Street, 4th Floor

City: San Francisco State: CA Zip: 94107

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

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 2339185, 2359162

Additional number(s) attached  Yes  No

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

Name: John W. Crittenden

Internal Address: \_\_\_\_\_

Street Address: Cooley Godward LLP

One Maritime Plaza, 20th Floor

City: San Francisco State: CA Zip: 94111-3580

6. Total number of applications and registrations involved: \_\_\_\_\_

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-3118

DO NOT USE THIS SPACE

9. Signature.

John W. Crittenden  
Name of Person Signing

  
Signature

3/25/04  
Date

Total number of pages including cover sheet, attachments, and document.

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

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### Intellectual Property and Source Code Acquisition Agreement

This Agreement is made effective on the date it is signed by the last of the three parties to sign ("Effective Date") by and among Eidos Interactive, Inc ("Eidos"), a California corporation having its place of business at 651 Brannan Street, San Francisco, CA 94107, USA; Looking Glass Studios, Inc. ("LGS, Inc."), a Delaware corporation having its place of business at 100 CambridgePark Drive, Suite 300, Cambridge, MA 02140, USA; and Looking Glass Studios, LLC ("LGS, LLC"), a Delaware Limited Liability Company that is a wholly owned subsidiary of LGS, Inc. and that also does business at 100 CambridgePark Drive, Suite 300, Cambridge, MA, 02140. Throughout this Agreement, LGS, Inc. and its subsidiary LGS, LLC are referred to collectively as Looking Glass ("LG"), and it is the intent that the Agreement have the same meaning as if LG is replaced by the phrase "LGS, Inc. and/or LGS, LLC" in each instance.

WHEREAS, Eidos and/or Eidos Interactive Limited and LG have entered into a series of agreements relating to the development and exploitation of the "Thief" series of games culminating with an Amendment to Licensing Agreement between Eidos and LG dated May 5, 1999 (the "Amendment") for the development by LG of the games titled *Thief Gold*, *Thief 2*, *Thief 2 Gold* and *Thief 3* on the PC platform and the licensing of those games to Eidos.

WHEREAS, at the Effective Date, *Thief Gold* and *Thief 2* have been completed and delivered to Eidos in accordance with the milestone schedule agreed in the Amendment. In addition as of the Effective Date Eidos has paid LG advances against future royalties in the amount of \$500,000 for *Thief 2 Gold* and \$750,000 for *Thief 3*, of which \$375,000 has been paid by Eidos in good faith prior to the achievement of the milestones in the schedule agreed for *Thief 2 Gold*.

WHEREAS, LG has been using "Game Engine" technology to develop its games and each Game Engine technology is shared amongst multiple games; the Game Engine used for *Thief: The Dark Project*, *Thief Gold* and *Thief 2* is known as the "Dark Engine", and the Dark Engine was also used for *System Shock 2* which was published by Electronic Arts and the Dark Engine was also used for early prototypes of *Deep Cover*; and LG has been developing a "Next Generation POV Engine" (hereinafter "NGPE") that is sometimes referred to as the "Siege Engine" in internal LG documents and that was intended to be used for *Thief 3*, *Deep Cover*, and other future titles.

WHEREAS, LG has indicated to Eidos that it no longer intends to carry out games development and LG and Eidos wish to terminate all foregoing agreements between LG and Eidos and/or Eidos Interactive Limited and replace such agreements with this Agreement in order to enable Eidos to develop and exploit games in the "Thief" franchise.

## NOW IT IS AGREED AS FOLLOWS:

### 1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires:

"the Games" means all games in the Thief series on any and all formats including, but not limited to *Thief*, *Thief Gold*, *Thief 2 Gold*, and *Thief 3* including all game specific source code, object code, assembly code, security devices, listings and graphics developed by LG together with their visual design, get up, look and feel, appearance and style and all literary, dramatic, musical, artistic and or copyright works contained therein together with all available flow charts, designs, manuals and other written material useful for maintaining and further developing the Games;

"Intellectual Property Rights" means all intellectual property rights throughout the Territory whether currently in existence or otherwise and whether vested or contingent including, without limitation, copyright, database rights, design rights, registered designs, patents, trademarks, trade names, signs and other designations, trade secrets and all similar rights whether registered or otherwise (including, without limitation, all extensions, reversions, revivals and renewals thereof). The above shall include, in relation to registrable rights, any applications or registrations made in respect of any such rights;

"Non-Exclusive Engine Licence" means the right to use, amend, edit, adapt and exploit LG's Dark Engine Intellectual Property Rights and NGPE Intellectual Property Rights in all known and unknown uses, media and forms of exploitation including the right to sublicense or to assign these rights without restriction provided however that (1) LG has the non-exclusive right to license the NGPE to any third party that has the right to develop a game based on the Deep Cover design solely in order to enable such third party to carry out the development of such game and sequels and derivatives of it (2) LG has the non-exclusive right to license any third party which has the right to maintain, enhance, create and distribute derivative works of System Shock 2 to use the Dark Engine Intellectual Property Rights for that purpose (3) if the source code for any game developed by LG prior to the Effective Date other than the Games ("Other Product") contains lines of code that are also contained in the Dark Engine, then any third party which has the right to use the source code of the Other Product will have a non-exclusive right to use those lines of source code that are contained in both the Dark Engine and the Other Product. (4) LG may not license the NGPE or the Dark Engine to any Former Employees of LG or any companies where a Former Employee is an officer or director or any company with five or more Former Employees at the time LG contracts to sell the license. For the purposes of (4), "Former Employee" is defined as any person employed or contracted by LG during the year prior to this Agreement. For the avoidance of doubt LG shall not be entitled to use nor shall it be entitled to permit any third party to use the Dark Engine or the NGPE or any part thereof in order to develop a so-called "sneaker game" with a medieval theme.

**"Territory"** means the World and the Universe.

- 1.2 The headings are for reference only and shall not affect the interpretation of this Agreement.
- 1.3 References to "include" and "including" are to be construed without limitation.
- 1.4 Words importing the singular include the plural and vice versa.
- 1.5 References to "copyright" are to the entire copyright and design right subsisting under the laws of the United States of America and all analagous rights subsisting under the laws of each and every jurisdiction throughout the Territory.

**2. Agreement**

- 2.1 Now therefore, Eidos and LG agree that the Amendment and any and all other agreements made between Eidos and/or Eidos Interactive Limited and LG shall terminate as of the Effective Date and Eidos and LG agree the following terms which shall govern the relationship between the parties as set out in this Agreement.
- 2.2 In consideration of the payment by Eidos to LG of US\$300,000 ("Payment"), the sufficiency of which is acknowledged, LG hereby assigns to Eidos irrevocably and in perpetuity (by way of a present assignment of future and existing rights) all Intellectual Property Rights and all other rights, title and interest to the Games. In addition LG hereby grants to Eidos an irrevocable, royalty-free Non-Exclusive Engine Licence in perpetuity for the Territory. The parties specifically intend the foregoing full, irrevocable and perpetual assignment of rights to include all known and unknown uses, media and forms of exploitation of such Intellectual Property Rights throughout the Territory, including bundling and merchandising rights and including, for the avoidance of doubt, the right to develop, enhance and amend the Games, existing game concepts and source code to operate on any platform including Sega Dreamcast, PC-CD, Color Gameboy, Playstation 2, X-Box and Nintendo Dolphin and to develop new computer and video game concepts using the Intellectual Property Rights in the Games or any of them.
- 2.3 LG shall not be obliged to repay to Eidos the outstanding \$1,250,000 advances paid to LG for Thief 2 Gold and Thief 3, or (subject to the provisions of clauses 3 and 4 of this Agreement) to make any other payments to Eidos for LG's acts and/or omissions prior to the Effective Date.
- 2.4 LG will not be entitled to royalties or any other payments whatsoever in relation to any of the Games or any product using the Dark Engine or NGPE or any derivative thereof or any of the Intellectual Property Rights assigned to Eidos hereunder.
- 2.5 Eidos acknowledges and understands that the NGPE is incomplete.

2.6 LG acknowledges that, other than specifically provided in relation to the Non-Exclusive Engine Licence, it shall no longer have any right to use or to exploit by any means whatsoever or to license third parties to use or exploit the Intellectual Property Rights assigned to Eidos hereunder.

2.7 LG assigns and Eidos accepts all future rights and responsibilities under the agreement for Creative Laboratories to sell an OEM version of *Thief: The Dark Project*.

3. WARRANTIES

3.1 LG undertakes, represents and warrants that with regard to the Games and the development thereof, that:

3.1.1 save to the extent that such rights are already vested in Eidos the Games are original copyright works of which the ownership would (were it not for the assignments in favour of Eidos in Clause 2.2) be absolutely vested in LG and the promotion, publication and sale by or on behalf of Eidos of the Games or derivatives thereof will not infringe any Intellectual Property Rights or other rights whatsoever of any third party nor give rise to any claim by any third party for payment or compensation pursuant to any legal right or entitlement anywhere in the Territory (whether in force as at the date hereof or at any time thereafter);

3.1.2 LG is free to and has the power and authority to enter into and perform this Agreement, and has not made nor shall it make any arrangement which may conflict with it;

3.1.3 The Payment to LG expressly set out in this Agreement constitutes a full and final discharge of Eidos' obligations to LG in relation to this Agreement, including, without limitation, the Games;

3.1.4 The Intellectual Property Rights assigned hereunder are assigned to Eidos free and clear of any lien or any other third party rights or claims of any nature; and

3.1.5 LG will deliver to Eidos all source code, object code and any other materials relating to the Games, the NGPE and the Dark Engine within three business days after the Effective Date in a usable and uncorrupted form.

3.2 Eidos undertakes, represents and warrants that

3.2.1 Subject to LG having complied with the terms of this Agreement, LGS, Inc. will receive the Payment no later than the third business day after the Effective Date.

3.2.2 The assignment of rights to Eidos expressly set out in this Agreement constitutes a full and final discharge of LG's obligations to Eidos in relation to this Agreement, including, without limitation, the Games.

**4. INDEMNITY**

LG agrees to indemnify and hold Eidos and its agents, employees, distributors and licensees harmless on demand from and against any and all third party claims, losses, liabilities, damages, expenses and costs (including legal fees and court costs) which Eidos may sustain or incur as a result of any breach or alleged breach of any of the warranties and representations contained in this Agreement.

**5. RESTRICTIONS ON LG**

LG shall not develop or produce or be engaged in the development or production (whether as principal, agent, consultant, partner, joint venturer or stakeholder) either directly or indirectly, other than for Eidos or a member of the Eidos Group, for a period of two (2) years after the Effective Date any computer or video game substantially similar in theme and/or "look and feel" to the Games.

**6. GENERAL**

Eidos may assign this Agreement or any of its rights and responsibilities hereunder without restriction.

**7. LAW AND DISPUTES**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, USA, as applied to agreements made, entered into and performed entirely in California and solely by California residents, notwithstanding the actual residence of the parties. Any dispute under or in connection with this Agreement shall be brought exclusively in the District Court for the Northern District of California, San Francisco division, or in the California state superior court for the City and County of San Francisco. The parties agree that the United Nations convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

IN WITNESS WHEREOF this Agreement has been signed under the hands of the authorized representatives of Eidos, LGS, Inc. and LGS, LLC on the dates stated.

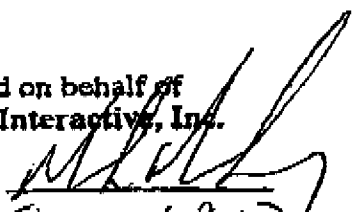
Signed by

Signed by

For and on behalf of  
Eidos Interactive, Inc.

For and on behalf of  
Looking Glass Studios, Inc.

Name:



Name: William E. Carlson

Date:

Jun 21, 2000

Date:

June 20, 2000

Signed by



For and on behalf of  
Looking Glass Studios, LLC

Name:

William E. Carlson

Date:

June 20, 2000