

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):
GameSpy Industries, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

2. Name and address of receiving party(ies)
Name: US Bank National Association, as Collateral Agent
Internal Address: _____
Street Address: 225 Asylum Street, 23rd Floor
City: Hartford State: CT Zip: 06103

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 03/03/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/391,637

B. Trademark Registration No.(s) 2,774,933
2,500,438

Additional number(s) attached Yes No

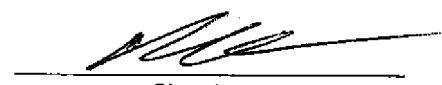
5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Michael M. Hopkins, Vice President
Internal Address: _____
US Bank, Corporate Trust Services
Street Address: 225 Asylum Street, 23rd Floor
City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 3.41).....\$ 740.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-1988

DO NOT USE THIS SPACE

9. Signature.
Matthew L. Reece  March 26, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 15

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

CH \$740.00 501988 76391637

RECORDATION FORM COVERSHEET
TRADEMARKS ONLY

CONVEYING PARTY: GameSpy Industries, Inc.

RECEIVING PARTY: US Bank National Association

Continuation of Item 4B (Trademark Registration Numbers):

2,488,949
2,461,695
2,461,693
2,459,185
2,461,041
2,461,694
2,486,015
2,383,104
2,367,616
2,380,455
2,368,853
2,391,534
2,391,535
2,417,266
2,455,345
2,395,600
2,231,904
2,348,498
2,303,732
2,365,689
2,299,635
2,295,498
2,356,738
2,177,219
2,049,911
2,133,005

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 3, 2004 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of US Bank National Association, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, IGN Entertainment, Inc., a Delaware corporation (the "Company"), US Bank National Association, as Collateral Agent, and the purchasers listed on the signature pages thereto (the "Purchasers") have entered into a Note Purchaser Agreement, dated as of March 3, 2004 (as amended, supplemented, replaced or otherwise modified from time to time, the "Note Purchase Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Note Purchase Agreement.

WHEREAS, it is a condition precedent to the obligation of the Purchasers to purchase Notes under the Note Purchase Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of March 3, 2004, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Property, including certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind

whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation,

the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Note Purchase Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Note Purchase Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Note Purchase Agreement, the provisions of the Guarantee and Collateral Agreement or the Note Purchase Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

IGN Entertainment, Inc.

By: [Signature]
Name: Mark Jung
Title: President

STATE OF MASSACHUSETTS)
)
) ss:
)
COUNTY OF SUFFOLK)

On the third day of March in the year 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Jung, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who executed this instrument as President of IGN ENTERTAINMENT, INC. and acknowledged to me that said corporation executed it pursuant to its by-laws or a resolution of its board of directors.

Notary Public

GameSpy Industries, Inc.

*Maryal Spier
My Commission
Expires 5/29/09*

By: [Signature]
Name: Mark Jung
Title: President

STATE OF MASSACHUSETTS)
)
) ss:
)
COUNTY OF SUFFOLK)

On the third day of March in the year 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Jung, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who executed this instrument as President of GAMESPY INDUSTRIES, INC. and acknowledged to me that said corporation executed it pursuant to its by-laws or a resolution of its board of directors.

Notary Public

*Maryal Spier
My Commission
Expires 5/29/09*

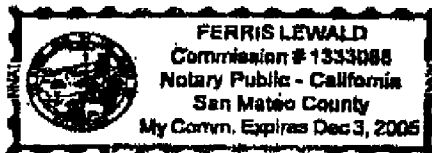
Two Cents, Inc.

By: [Signature]
Name: SEAN DOBNEY
Title: PRESIDENT

STATE OF CALIFORNIA)
)
) ss:
COUNTY OF)

On the third day of March in the year 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared SEAN DOBNEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who executed this instrument as PRESIDENT of TWO CENTS, INC. and acknowledged to me that said corporation executed it pursuant to its by-laws or a resolution of its board of directors.

[Signature]
Notary Public



Schedule 1Intellectual Property Security Agreement**COPYRIGHTS**

Consistent with applicable federal and international copyright laws, Grantors claim copyright protection in each original work of authorship it, its licensors or assignors has created and fixed in a tangible medium of expression.

The entire historical database of articles, reviews and other content on the IGN Site (exclusive of third party components) has been registered with the United States Copyright Office under the Group Registration provisions. The Database registration is continually updated on a quarterly basis. The registration is current though the Second quarter of 2003. The application for the updated Q3 and Q4 2003 registration has been submitted and is pending.

Grantors also hold unregistered copyrights in its proprietary "Network In A Box" publishing system, in various software code files developed by Grantors for purposes of running its online services and in the compilation/database of Registered IGN users.

Grantors also hold unregistered copyrights in its proprietary GameSpy "Tool Kit" PC game management system, in various software code files developed by Grantors for purposes of improving PC game functionalities including Matchmaking, Community, Administrative, and Networking functionality. running its online services and in the compilation/database of Registered IGN users.

The Status of Grantors' copyright applications for registration with the United States Copyright Office are as follows:

Product	Status	Date of Publication	Date Recv'd by Copyright Office	Effective Date of Copyright Certificate	Copyright Reg. Number
Advance Wars Review	Cert issued	9/10/2001	3/20/2002	3/20/2002	TX 5-597-238
Disney Aladdin in Nasira's Revenge Review	Cert issued	3/16/2001	3/20/2002	3/20/2002	TX 5-597-240
IGN.com Database 1st Quarter 2000	Cert issued	3/31/2000	10/2/2002	10/2/2002	TX 5-630-966

IGN.com Database 2nd Quarter 2000	Cert issued	6/30/2000	10/2/2002	10/2/2002	TX 5-630- 964
IGN.com Database 3rd Quarter 2000	Cert issued	9/30/2000	10/2/2002	10/2/2002	TX 5-630- 965
IGN.com Database 4th Quarter 2000	Cert issued	12/31/2000	10/2/2002	10/2/2002	TX 5-660- 530
IGN.com Database 1st Quarter 2001	Cert issued	3/31/2001	10/18/2002	10/18/2002	TX 5-789- 384
IGN.com Database 2nd Quarter 2001	Cert issued	6/30/2001	10/18/2002	10/18/2002	TX 5-728- 111
IGN.com Database 3rd Quarter 2001	Cert issued	9/30/2001	10/2/2002	10/2/2002	TX 5-660- 529
IGN.com Database 4th Quarter 2001	Cert issued	12/31/2001	10/2/2002	10/2/2002	TX 5-660- 528
IGN.com Database 1st Quarter 2002	Cert. issued.	3/31/2002	6/11/2002	6/11/2002	TX 5-588- 959
IGN.com Database 2nd Quarter 2002	Cert issued	6/30/2002	9/27/2002	9/27/2002	TX 5-596- 110
IGN.com Database 3rd Quarter 2002	Cert issued	9/30/2002	12/30/2002	12/30/2002	TX 5-748- 014
IGN.com Database 4th Quarter 2002	Cert issued	12/30/2002	3/11/2003	3/11/2003	TX 5-752- 817
IGN.com Database 1st Quarter 2003	Cert issued	3/31/2003	5/21/2003	5/21/2003	TX 5-741- 112
IGN.com Database 2nd Quarter 2003	Cert issued	6/30/2003	9/22/2003	9/22/2003	TX 5-803- 826
IGN.com Database 3rd Quarter 2003	Submitted	9/30/2003	12/29/2003		
IGN.com Database 4th Quarter 2003	In Process	12/31/2003			

Quake III: Revolution Review	Cert issued	3/27/2001	3/20/2002	3/20/2002	TX5-597- 239
Assignment of various copyrights from HearMe					

PATENTS

U.S. Utility Patent Application No. 09/994,849—Queuing System, Method and Computer Program Product for Network Data Transfer

TRADEMARKS

Below is a list of current Trademarks that are registered or for which applications for registration have been filed that are held by Grantors, and their status.

<i>Mark</i>	<i>Country</i>	<i>Classes</i>	<i>App. Number</i>	<i>App. Date</i>	<i>Reg. Number</i>	<i>Reg. Date</i>	<i>Status</i>
IGN	European Union	35, 38, 41, 42	1,734,110	6/30/2000			Published
IGN	United States	35, 38, 41, 42	75/893,946	1/8/2000			Published
IGN.COM	United States	35, 38, 41, 42	75/893,945	1/7/2000	2,681,579	1/28/2003	Registered
CHICKCLICK	United States	42	75/416,394	11/19/1997	2,421,730	1/16/2001	Registered
CYBERSLAM	United States	41	75/603,805	12/11/1998	2,337,876	4/4/2000	Registered
COOPS WRESTLING (Stylized)	United States	41	75/795,963	9/9/1999	2,379,425	8/22/2000	Registered
COOPSCENTRAL.COM	United States	41	75/603,804	12/11/1998	2,296,104	11/30/1999	Registered
SPYGUY	United States		76/391,637	5/2003			Published
GAMESPY	United States				2,774,933		Registered
SMARTSPY	United States				2,500,438		Registered
RADIO SPY (plus design)	United States				2,488,949		Registered
RADIO SPY™ (plus design)	European Union				1,700,335		Registered
GAMESPY ARCADE	United States				2,461,695		Registered

	States						
GAMESPY ARCADE (plus Design)	United States				2,461,693		Registered
GAMELAUNCH 3D	United States				2,459,185		Registered
GAMELAUNCH 3D (plus Design)	United States				2,461,041		Registered
FILEPLANET (plus design)	United States				2,461,694		Registered
RADIOSPY	United States				2,486,015		Registered
GAMESPY 3D	United States				2,383,104		Registered
DESIGN (M Stylized)	United States				2,367,616 and 2,380,455		Registered
"PLANET" logo	United States				2,368,853		Registered
GAMESPY NETWORK	United States				2,391,534		Registered
GAMESPY NETWORK" (plus design)	United States				2,391,535		Registered
MP3SPY (stylized)	United States				2,417,266		Registered
FILEPLANET	United States				2,455,345		Registered
GAMESPY INDUSTRIES" (plus design)	United States				2,395,600		Registered
GAMESPY 3D (plus design)	United States				2,231,904		Registered
MPLAYER.COM	United States				2,348,498		Registered
MPLAYER.COM	United States				2,303,732		Registered
MPLAYER.COM	United States				2,365,689		Registered
MPLAYER.COM	United States				2,299,635		Registered
MPLAYER.COM	United States				2,295,498		Registered
(M design)	United States				2,356,738		Registered
WANNA PLAY	United States				2,177,219		Registered

SCRIBBLE TALK	United States				2,049,911		Registered
MPLAYER	United States				2,133,005		Registered
MPLAYER	European Union				814,970		Registered
MPLAYER	European Union				999,078		Registered
M (and Design)	European Union				999,318		Registered
FILE PLANET	European Union				1,700,640		Registered
GAMESPY	European Union				1,700,731		Registered
(planet design)	European Union				1,701,168		Registered
GAMESPY ARCADE (and Design)	European Union				1,701,283		Registered

Below is a list of Grantors Trademarks for which pending trademark applications were abandoned. Grantors continue to claim common law rights to its abandoned marks to the extent they are used in Grantors' business.

<i>Mark</i>	<i>Country</i>	<i>Classes</i>	<i>App. Number</i>	<i>App. Date</i>	<i>Status</i>
AFFILIATION	United States	38	75/667,737	3/25/1999	Abandoned
AFFILIATION	United States	42	75/667,735	3/25/1999	Abandoned
AFFILIATION NETWORKS	United States	38	75/667,791	3/25/1999	Abandoned
AFFILIATION NETWORKS	United States	42	75/667,736	3/25/1999	Abandoned
CHICKCLICK	Australia	35, 38, 41, 42	840,911	6/29/2000	Abandoned
CHICKCLICK	European Union	35, 38, 41, 42	1,732,163	6/30/2000	Abandoned
CHICKCLICK	United States	35, 38, 41, 42	75/889,940	1/6/2000	Abandoned
CHICKCLICK.COM	United States	35, 38, 41, 42	75/889,939	1/6/2000	Abandoned
CHICKSHOPS.COM	United States	35	75/889,938	1/6/2000	Abandoned
DAILY ENTERTAINMENT NETWORK	United States	42	75/445,076	3/5/1998	Abandoned

<i>Mark</i>	<i>Country</i>	<i>Classes</i>	<i>App. Number</i>	<i>App. Date</i>	<i>Status</i>
GEN I	Australia	35, 38, 41, 42	840,912	6/29/2000	Abandoned
GEN I	European Union	35, 38, 41, 42	1,732,460	6/30/2000	Abandoned
GEN I	United States	35, 38, 41, 42	75/890,673	1/6/2000	Abandoned
IGN	Australia	35, 38, 41, 42	840,913	6/29/2000	Abandoned
INSIDEGUIDE	United States	35, 38, 41, 42	75/889,935	1/6/2000	Abandoned
INSIDEGUIDE.COM	United States	35, 38, 41, 42	75/889,934	1/6/2000	Abandoned
IWRESTLING	United States	41	75/804,357	9/21/1999	Abandoned
POWERSTUDENTS	United States	35, 38, 41, 42	75/889,933	1/6/2000	Abandoned
POWERSTUDENTS.COM	United States	35, 38, 41, 42	75/889,966	1/6/2000	Abandoned
SCOOPS	United States	41			Abandoned
SLAM NETWORK	United States				Abandoned
SNOWBALL	Australia	35, 38, 41, 42	840,914	6/29/2000	Abandoned
SNOWBALL	European Union	35, 38, 41, 42	1,733,435	6/30/2000	Abandoned
SNOWBALL	United States	35, 38, 41, 42	75/889,937	1/6/2000	Abandoned
SNOWBALL.COM	United States	35, 38, 41, 42	75/889,936	1/6/2000	Abandoned
SPORTSUNIVERSITY	United States	35, 38, 41, 42	75/889,932	1/6/2000	Abandoned
SPORTSUNIVERSITY.COM	United States	35, 38, 41, 42	75/890,674	1/6/2000	Abandoned
THE DEN	United States	42	75/445,075	3/5/1998	Abandoned
WE ARE I	Australia	35, 38, 41, 42	840,915	6/29/2000	Abandoned
WE ARE I	European Union	35, 38, 41, 42	1,733,112	6/30/2000	Abandoned
WE ARE I	United States	35, 38, 41, 42	75/889,965	1/6/2000	Abandoned

TRADE SECRETS

None

INTELLECTUAL PROPERTY LICENSES

Grantors have entered into the following agreements in connection with the Intellectual Property Assets necessary for the operation of the Business:

WebMaster Incorporated End User License Agreement* by and between WebMaster Incorporated and IGN, dated April 5, 2000.

WildTangent, Inc. Distribution Agreement by and between WildTangent, Inc. and IGN, dated January 10, 2003.

GarageGames Distribution Agreement by and between GarageGames.com, Inc. and IGN, dated February 5, 2003.

Software Game License Agreement by and between IGN and GameHouse, Inc., dated September 20, 2000

3D Gamers Archive License Agreement* by and between 3D Gamers LLC and IGN, dated April 25, 2003.

Master Service Agreement* by and between IGN and Red Swoosh, Inc., dated April 24, 2003.

Game Distribution Agreement* by and between The Groove Alliance, Inc. and IGN.

Perpetual Software License and Support Agreement* by and between IGN and BoldFish, Inc., dated March 22, 2001.

e-Commerce Agreement between IGN and GameStop.com, Inc., dated July 1, 2002. GameStop has agreed to develop, maintain, and serve a custom e-commerce website located at <http://gamestore.ign.com>, with certain content to be provided by GameStop. IGN has granted to GameStop a nonexclusive, nontransferable, revocable, worldwide license to use and display any IGN trademarks, service marks and logos that are provided to it by IGN, solely in connection with GameStop's performance pursuant to the agreement. GameStop has granted a parallel license to IGN. IGN and GameStop have also granted each other parallel licenses for IGN to use and display GameStop trademarks and other content provided by GameStop, and for GameStop to use and display the IGN GameStore materials.

Netgravity AdServer Network License Agreement* between NetGravity and IGN, and ancillary agreements, dated June 30, 1999.

Oracle License and Services Agreement* by and between IGN and Oracle Corporation, dated May 2, 2002.

IGN has entered into a volume purchasing agreement*, and other related agreements, with Microsoft Corporation, whereby Microsoft has granted a license in its products to IGN and its affiliates.

Master Lease Agreement* by and between NetApp Financial Solutions and IGN, dated March 12, 2003.

Pursuant to that certain Master Services Agreement* dated as of February 21, 2003 by and between IGN and Cable & Wireless Inter Services Inc.

Digital Distribution Agreement with TRI-SYNERGY Inc. dated June 19, 2003

License and Distribution Agreement with Ubi Soft Entertainment, Inc dated Oct. 30, 2003

Software License Agreement with Netquartz S.A., dated Sept. 2003

Software License and Services Agreement with Trymedia Systems, Inc. dated Oct. 14, 2003

License and Distribution Agreement with Ubi Soft Entertainment, Inc dated Oct. 30, 2003

*indicates that agreement is also a Commitment pursuant to Section 5.22

OTHER INTELLECTUAL PROPERTY

List of URLs are Attached