

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NAMCO HOMETEK INC.		04/09/2004	CORPORATION DELAWARE: CALIFORNIA

RECEIVING PARTY DATA	
Name:	DARKWORKS S.A.
Also Known As:	DARKWORKS INTERACTIVE HOME ENTERTAINMENT S.A.
Street Address:	38, rue du Sentier
Internal Address:	3rd Floor
City:	PARIS
State/Country:	FRANCE
Postal Code:	75002
Entity Type:	CORPORATION: FRANCE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	78275599	COLD FEAR

CORRESPONDENCE DATA	
Fax Number:	(014)475-0300
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	+33614647075
Email:	rpl@gt-advisers.com
Correspondent Name:	GAME & TECHNOLOGY ADVISERS LTD
Address Line 1:	3A Chater Road
Address Line 2:	Suite 1304
Address Line 4:	Hong Kong, HONG KONG HK

DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	

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Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

POIROT-LELLIG Romain

Total Attachments: 4

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IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date

NAMCO HOMETEK INC.

By: [Signature]

Name: ROBERT ENNIS

Title: COO/CEO

DARKWORKS INTERACTIVE HOME ENTERTAINMENT

By: [Signature]

Name: ANTOINE VILLETTE

Title: PRESIDENT

NamcoDarkworksInteractiveAgreement041604

the releasing Party now has, or ever had, or which it shall or may have in the future, arising out of or in connection with the Amended LOI. Each of the Parties to this Agreement hereby waives the protections of California Civil Code Section 1542, applicable case law, and similar provisions. Civil Code Section 1542 provides, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

6. This Agreement constitutes the entire agreement between the Parties with respect to the termination of the Amended LOI and shall supersede all prior negotiations and agreements with respect to the subject matter of this Agreement, including any contrary or conflicting provision in the Amended LOI.

7. This Agreement may be amended only by the consent of each of the Parties expressed in writing, signed by their duly authorized representatives.

8. The rights and obligations in, to and under this Agreement shall be binding upon and inure to the benefit of the Parties, their legal representatives and successors.

9. Should any part or provision of this Agreement be rendered or declared invalid by reason of any law or by decree of a court or competent jurisdiction, the invalidation of such part or provision of this Agreement shall not invalidate the remaining parts or provisions hereof, and the remaining parts and provisions of this Agreement shall remain in full force and effect.

10. Neither the failure or delay on the part of either Party to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or privilege preclude any other or further exercise thereof or of any other right or privilege.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California (excluding conflicts of laws principles).

12. This Agreement supersedes any prior understandings or agreements, whether written or oral, and any contemporaneous oral agreements, between the Parties hereto in regard to the subject matter hereof, and contains the entire agreement between the Parties in regard to the subject matter hereof.

13. This Agreement may be executed by facsimile signature and in counterparts which, together, shall constitute a single agreement.

Derivative Product (the "Milestone Payments") (the amount so to be paid by Darkworks to NHI is referred to as the "Royalties") received by Darkworks in connection with the commercial exploitation of the Product or any other product that incorporates or is based on any Product IP, including any prequel, sequel, conversions, ports, spin-offs or the like (collectively, "Derivative Products"), until such time as NHI shall have received from Darkworks an aggregate of one million six hundred thousand dollars (\$1,600,000) of Royalties under this Section 3. Darkworks hereby assigns to NHI all of Darkworks' rights and interest in such Royalties (up to one million six hundred thousand dollars (\$1,600,000) of Royalties in the aggregate) and agrees that any development or license agreement into which Darkworks may enter with respect to the Product or any Derivative Product will expressly acknowledge the foregoing assignment of Royalties by Darkworks to NHI. Notwithstanding anything to the contrary herein, NHI hereby acknowledges and agrees that the payment obligations herein apply only to Royalties owing to or received by Darkworks, and in no event shall Darkworks have any payment obligation to NHI with respect to any Milestone Payments. In addition, NHI hereby acknowledges and agrees that NHI shall have no right of approval with respect to any agreement entered into between Darkworks and any third party publisher with respect to exploitation of the Product. Upon no less than fifteen (15) days prior written notice, once per year during the term of this Agreement, Darkworks agrees to provide to NHI or its designee reasonable access to the books and records of Darkworks relating to its revenues from selling or otherwise commercially exploiting the Product and any Derivative Products or otherwise relating to its use and exploitation of Product IP for the purposes of allowing NHI or its designee to confirm that Darkworks has paid to NHI all Royalties owing from Darkworks to NHI hereunder. Such inspection shall be conducted at NHI's sole expense and in a manner so as to not unduly interfere with Darkworks' business.

4. In the event that Darkworks breaches its obligations under Section 3 of this Agreement and fails to cure the breach within ten (10) days after written notice from NHI, all rights to payment to which Darkworks is entitled under any development or license agreement with a publisher relating to any Product IP, whenever arising, thereupon shall be (and hereby is) assigned by Darkworks to NHI, including without limitation all Royalties to which Darkworks is entitled in connection therewith. Namco agrees that Darkworks may, without any agreement or approval of NHI (i) enter into development and license agreements with publishers regarding the development and distribution of the Product or any Derivative Products; provided that all amounts received by Darkworks thereunder other than any Milestone Payments are paid over to NHI until such time as NHI has received an aggregate of one million six hundred thousand dollars (\$1,600,000) in Royalties pursuant to Section 3, and (ii) assign or grant an exclusive license under any of the Product IP to any third party in any circumstances other than those described in the foregoing clause (i); provided that one hundred percent (100%) of all amounts (however characterized) received by Darkworks in connection with any such assignment or license grant shall be treated as Royalties hereunder and paid over to NHI to the extent provided in Section 3 hereof. Except as expressly provided above in this Section 4, Darkworks shall not grant any exclusive licenses, or assign any interest, in or under any Product IP to any third party.

5. Except for (a) the timely performance of the duties and obligations expressly provided for hereunder, and (b) the duties and obligations of the Amended LOI which survive their termination as set forth in Section 1, each of the Parties, for itself, its successors and assigns, hereby covenants not to sue, releases and forever discharges the other Party, its respective successors, assigns, affiliated entities, directors, officers, managers, beneficial owners, and legal representatives, of and from any claims, demands, actions, cause and causes of action, suits, liabilities, obligations, promises, injuries or damages, of any name, nature or description in law or in equity, whether known or unknown, asserted or unasserted, suspected or unsuspected, or fixed or contingent, which

TERMINATION AGREEMENT

This Termination Agreement (this "Agreement"), dated as of April 9th, 2004 (the "Effective Date"), is entered into between Namco Hometek, Inc., a Delaware corporation ("NHI"), and Darkworks Interactive Home Entertainment, f/k/a Darkworks S.A., a French *Société Anonyme* ("Darkworks" and together with NHI, collectively, the "Parties" and each individually a "Party").

RECITALS

A. NHI and Darkworks are Parties to a Letter of Intent under which Darkworks was to develop a home video game software product tentatively entitled *Cold Fear* (the "Product") dated as of February 11, 2003 (the "LOI"), and as amended by (i) the letter agreement between NHI and Darkworks dated July 3, 2003 (the "First Amendment") and (ii) the letter agreement between NHI and Darkworks dated February 4, 2004 (the "Second Amendment" and, together with the LOI and the First Amendment, the "Amended LOI"). Capitalized terms appearing in this Agreement and not defined herein shall have the meaning ascribed to such terms in the Amended LOI.

B. The Parties have agreed to terminate the Amended LOI on the following terms and conditions.

AGREEMENT

In view of the forgoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Amended LOI, including all amendments thereto, and the respective rights and obligations of the Parties thereunder are hereby terminated and all payments due, both known and unknown, are deemed complete and paid in full; provided that Section 15 (Warranty), Section 16 (Confidentiality) and clauses (a) and (e) of Section 17 (Miscellaneous) will survive termination of the Amended LOI.

2. The Parties agree that Darkworks has and shall retain sole and exclusive ownership of all rights, title and interest in and to the Product IP, including but not limited to the Product computer programming files (i.e. game source code), game design, characters, and audio visual representations, together with the copyrights, trademarks, and other rights therein, and including all "Developer's Pre-Existing Technology" (as defined in the Amended LOI). To the extent Darkworks is not the sole and exclusive owner of all such Product IP, NHI hereby assigns and transfers to Darkworks all rights and interests of every kind and nature, whether now known or hereafter devised (including without limitation all copyrights and extensions and renewals of copyrights) in and to such Product IP in perpetuity. NHI agrees that it shall do and perform all acts necessary or appropriate, including making assignments and executing, delivering and recording other documents or instruments that are necessary or appropriate to evidence the assignment of all such rights and interests by NHI to Darkworks hereunder or otherwise to effectuate the purposes of this Agreement.

3. Darkworks agrees to pay to NHI one hundred percent (100%) of all royalties other than any non-refundable amounts paid to Darkworks in connection with a publisher's acceptance of a deliverable provided by Darkworks and the corresponding achievement of a development milestone by Darkworks prior to such publisher's "Gold Master Approval" of the Product or any other SKU that constitutes the Product or a

Namco Darkworks Termination Agreement (04/09/04)