

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Purchase Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Drew Markham		07/27/2004	INDIVIDUAL:
Gregory Goodrich		07/27/2004	INDIVIDUAL:
Xatrix Entertainment, Inc.		07/27/2004	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vivendi Universal Games, Inc.		
<b>Street Address:</b>	6060 Center Drive		
<b>Internal Address:</b>	5th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90045		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2448883	REDNECK	
Registration Number:	2261601	REDNECK RAMPAGE SUCKIN' GRITS ON ROUTE 66	
Registration Number:	2269851	REDNECK RAMPAGE RIDES AGAIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)431-2430		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	stacey.gordon@vugames.com		
<b>Correspondent Name:</b>	Rod A. Rigole		
<b>Address Line 1:</b>	6060 Center Drive		
<b>Address Line 2:</b>	5th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90045		
<b>NAME OF SUBMITTER:</b>	Rod A. Rigole		

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Signature:	/rod a. rigole/
Date:	08/24/2005
<b>Total Attachments: 14</b> source=REDNECK Purchase Agreement#page1.tif source=REDNECK Purchase Agreement#page2.tif source=REDNECK Purchase Agreement#page3.tif source=REDNECK Purchase Agreement#page4.tif source=REDNECK Purchase Agreement#page5.tif source=REDNECK Purchase Agreement#page6.tif source=REDNECK Purchase Agreement#page7.tif source=REDNECK Purchase Agreement#page8.tif source=REDNECK Purchase Agreement#page9.tif source=REDNECK Purchase Agreement#page10.tif source=REDNECK Purchase Agreement#page11.tif source=REDNECK Purchase Agreement#page12.tif source=REDNECK Purchase Agreement#page13.tif source=REDNECK Purchase Agreement#page14.tif	

## REDNECK IP PURCHASE AGREEMENT

This Redneck IP Purchase Agreement (this "Agreement") is entered into as of July 22, 2004, by and among Xatrix Entertainment, Inc., a California corporation ("Xatrix"), Drew Markham, in his individual capacity and in his capacity as a shareholder of Xatrix ("Markin"), and Gregory Goodrich, in his individual capacity and in his capacity as a shareholder of Xatrix ("Goodrich" and with Markin, the "Xatrix Shareholders", and the Xatrix Shareholders with Xatrix, the "Xatrix Parties"), and Vivendi Universal Games, Inc., a Delaware corporation ("VUG"). Xatrix, Markin, Goodrich and VUG are referred to collectively herein as the "Parties" and each individually as a "Party."

In consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

### 1. Definitions.

"Adverse Consequences" means all actions, claims, suits, proceedings, injunctions, judgments, orders, decrees, rulings, damages, penalties, fines, costs and expenses, Taxes, interest, awards, liens, losses, liabilities and diminutions in value.

"Affiliate" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended.

"Business" means the development, manufacture, marketing distribution, licensing, rental and sale of the Redneck Line and each item, title and element thereof.

"GAAP" means United States generally accepted accounting principles as in effect from time to time.

"Governmental Authority" means United States federal, state, county or local or non-United States government, governmental, regulatory or administrative authority, agency, body, instrumentality or commission or any court, tribunal, or judicial or arbitral body.

"Intellectual Property" means all: (a) patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) trademarks, service marks, trade dress, logos, slogans, and Internet domain names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) mask works and all applications, registrations, and renewals in connection therewith, (e) confidential and proprietary information, including know-how and trade secrets and (f) to the extent not covered by the foregoing, Software.

"Interplay" means Interplay Entertainment Corp. (as successor by merger to Interplay Productions), a Delaware corporation.

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“Interplay Redneck IP” means all right, title and interest of Interplay in and to Redneck IP (including all Redneck IP which is the subject of the Product License), including derivative works created by or on behalf of Interplay under the Product License, including rights under copyright in and to the Software game known as *Offroad Redneck Racing*, the registered trademarks REDNECK RAMPAGE RIDES AGAIN, and REDNECK RAMPAGE SUCKIN’ GRITS ON ROUTE 66, the applications for trademark registrations for REDNECK RAMPAGE and REDNECK RAMPAGE POSSUM BAYOU.

“Knowledge” means actual knowledge of the Xatrix Shareholders or any director, officer or senior management employee of Xatrix.

“Liability” means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

“Ordinary Course of Business” means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency) of Xatrix or VUG or their respective Affiliates, as the case may be.

“Parties” and “Party” have the meanings set forth in the preface above.

“Permitted Liens” means such of the following as to which no enforcement, collection, execution, levy or foreclosure proceeding shall have commenced and as to which Xatrix is not otherwise subject to civil or criminal liability due to its existence: (a) liens for Taxes, assessments and other governmental levies, fees, or charges imposed that are (i) not due and payable as of the Effective Date or (ii) being contested by appropriate proceedings, in either case, for which adequate reserves have been maintained in accordance with GAAP; (b) mechanics liens and similar liens for labor, materials, or supplies provided incurred in the Ordinary Course of Business that (i) are not overdue for a period of more than 30 days and (ii) are not in excess of \$50,000 in the aggregate; and (c) liens imposed or arising under applicable law, including zoning, entitlement, building and other land use regulations imposed by any governmental entity.

“Person” means an individual, a partnership, a corporation, limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity, or a governmental entity (or any department, agency, or political subdivision thereof).

“Platforms” means any and all platforms and media based on which Redneck Software can be perceived, including DOS, Windows ’95, Windows ’98, Windows ME, Windows 2000, Windows XP, Longhorn and all past, present and future Microsoft operating systems, all past, present and future Macintosh and Apple Computer operating systems and all other past, present and future operating systems, all consoles including SEGA Dreamcast, Sony Playstation 1, Sony Playstation 2, Sony Playstation 3, Sony PSP, Nintendo 64, Nintendo Gamecube, Nintendo Gameboy, Nintendo Color Gameboy, Gameboy Advance, Nintendo DS Microsoft Xbox, Longhorn, and all other past, present and future consoles, the Internet, cable television, satellite television, broadcast television, telephones, personal digital assistants and other wireless devices.

“Product License” means the Product License dated as of December 6, 1996 between Xatrix and Interplay, as amended, together with the Memorandum of License dated December 6, 1996, between Xatrix and Interplay, recorded with the Copyright Office of the United States, pursuant to which inter alia, Xatrix granted Interplay certain rights with respect to certain Redneck Software.

“Redneck IP” means all Intellectual Property, including rights to use the voices, names and likenesses of characters, rights to use fictional locations, rights to use depictions of weapons, game play levels, hints, and other intellectual property rights associated with the Redneck Line or any title or element of the Redneck Line, including the trademark registrations listed on Schedule A and all goodwill associated therewith, all derivative works created pursuant to the Product License, and all rights to use third party content, such as themes, characters, game objectives, game engines, game tools, music, product placements and the like, irrespective of the Platform through which such rights are perceived.

“Redneck Line” means the Software games known as (i) *Redneck Rampage*, (ii) *Redneck Rampage Rides Again*, (iii) *Redneck Dear Huntin'*, (iv) *Redneck Rampage: Suckin Grits on Route 66*, (v) *Redneck Rampage Cuss Pack*, (vi) *Offroad Redneck Racing*, and (vii) *Redneck Rampage Possum Bayou*, together with the compilations of the foregoing products, including *Redneck Rampage*, *Redneck Rampage Family Reunion*, *Game fest: Classic Rednecks*; *Redneck Rampage Rides Again Bundle*, and in all cases with respect to such games, all versions, prequels, sequels, translations, localizations, Platform versions, operating system versions, works in progress, and finished works in any and all media formerly existing, now existing or in the future developed, throughout the world, as well as all jewel case art work, all packaging art work, all product inserts and similar ancillary material.

“Redneck Software” means all Software products in the Redneck Line, including all bundles, expansion packs, sequels, prequels broaden to cover everything covered by Product License including without limit any Intellectual Property, names, likeness rights, third party content, etc., for any and all Platforms now existing, formerly existing or hereafter developed.

“Retained Liabilities” means any and all of Xatrix’ or the Xatrix Parties’ past, present or future liabilities or obligations, including those relating to the Redneck Line, Redneck IP, obligations to pay third party royalties, in all cases, whether liquidated or unliquidated, or known or unknown, and whether arising out of occurrences prior to, at or after the date hereof.

“Security Interest” means any mortgage, pledge, lien (including environmental or Tax liens), encumbrance, charge, adverse claim or other security interest or restriction of any kind, including, without limitation, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, chain of title defects or gaps, rights of first refusal or similar encumbrances.

“Software” means computer software, programs and databases in any form, including Internet Web sites, Web site content, member or user lists and information associated therewith, links, source code, object code, operating systems and specifications, data, databases, database management code, utilities, graphical user interfaces, menus, images, icons, forms, methods of processing, software engines, Platforms, and data formats, all versions, updates, corrections,

enhancements, and modifications thereto, and all related documentation, diaries, developer notes, comments and annotations.

“Termination and Product License Agreement” means the Agreement dated as of the Effective Date between the Parties to this Agreement and Interplay.

“Xatrix Redneck IP” means all right, title and interest of the Xatrix Parties in and to Redneck IP (including all Redneck IP which is the subject of the Product License) including the registered copyright the registration number of which is PA-844-404 and all common law rights in the trademark REDNECK RAMPAGE and all goodwill associated therewith.

2. Transaction.

(a) Revival of Xatrix. The Xatrix Shareholders shall cause Xatrix to be reinstated as a corporation in good standing in the State of California by, among other things, filing all missing statements by a domestic stock corporation, paying all filing and license fees, paying all taxes, together with any and all interest and penalties thereon. Upon the revival of Xatrix, the Xatrix Shareholders shall cause Xatrix to ratify and re-execute the Termination and Product License Agreement and this Agreement and all ancillary documents that VUG may request be ratified and reexecuted. The Xatrix Shareholders hereby do approve and ratify Xatrix’s execution of the Termination and Product License Agreement and this Agreement.

(b) Transfer of Xatrix IP. Each of the Xatrix Parties hereby irrevocably and unconditionally, sells, conveys, transfers and assigns to VUG, and VUG purchases, acquires and accepts from each such Xatrix Party, free and clear of all Security Interests [other than Permitted Liens], all right, title and interest in and to the Xatrix Redneck IP and each item of Xatrix Redneck IP throughout the universe, on any and all platforms and in any and all media formerly existing, now existing or in the future created (the “Transferred Assets”). Within five days of the payment of the Purchase Price as provided for below, the Xatrix Parties shall deliver to VUG any and all tangible items related to or comprising the Transferred Assets, including any and all documents related thereto. In connection with the foregoing, each Xatrix Party hereby appoints VUG as its attorney in fact to register and record with the U.S. Copyright Office and appropriate foreign offices each and every item of the Transferred Assets, and to record a short form of transfer contained in this paragraph in connection therewith.

[REDACTED]

(d) No Assumption of Liabilities. Notwithstanding any provision in this Agreement to the contrary, VUG shall not assume or otherwise be responsible for any Retained Liabilities.

3. Representations and Warranties of Xatrix. Except as set forth in the Xatrix Disclosure Letter, each Xatrix Party represents and warrants to VUG as follows:

(a) Organization of Xatrix. Xatrix is a corporation, duly organized, validly existing, and, upon the satisfaction of the Xatrix Parties obligations under Section 2(g), in good standing, under the laws of the State of California. The only shareholders of Xatrix are the Xatrix Shareholders and the Xatrix Shareholders own all of the outstanding stock of Xatrix.

(b) Authorization of Transaction. The Xatrix Shareholders have full authority to execute and deliver this Agreement and to perform their obligations hereunder. This Agreement has been duly and validly executed by the Xatrix Shareholders, assuming the valid execution and delivery by Interplay, constitutes the valid and legally binding obligation of the Xatrix Shareholders and, subject to the satisfaction of the Xatrix Parties obligations under Section 2(a), of Xatrix, enforceable in accordance with its terms. No Xatrix Party need give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement other than those filings necessary to revive Xatrix. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby have been duly authorized by the Xatrix Shareholders on behalf of Xatrix and no other corporate action on the part of Xatrix is necessary to approve this Agreement or authorize or consummate the transactions contemplated hereby.

(c) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (A) conflict with or violate the articles of incorporation or bylaws of Xatrix or any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court of competent jurisdiction to which any of the Xatrix Parties is subject or any provision of its certificate of incorporation or bylaws, (B) conflict with, result in a breach of, constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, or license to which any Xatrix Party is a party or by which it is bound or to which any of the Transferred Assets is subject, or (C) result in the imposition or creation of a Security Interest upon or with respect to the Transferred Assets.

(d) Intellectual Property.

(i) There are no agreements pursuant to which any of the Xatrix Parties licenses from any third Person any Intellectual Property used in or practiced by the Redneck Line, otherwise included in the Redneck IP, or otherwise used in the Business or necessary to conduct the Business. Apart from the musical contributions of [ ] and the "Build Engine" and apart from Interplay Redneck IP, there is no Intellectual Property of third Persons used in or practiced by the Redneck Line, otherwise included in the Redneck IP, or otherwise used in the Business or necessary to conduct the Business.

(ii) Upon termination of the Product License pursuant to the Termination and License Agreement, the Xatrix Parties will have good, valid and marketable title to, and exclusive ownership of, the entire right, title and interest in the Redneck Line and the Xatrix Redneck IP (excluding any of the Intellectual Property identified in subsection (i) above), free and clear of all Security Interests, other than Permitted Liens.

(iii) Except for Intellectual Property identified in Schedule 3(f)(i), no Intellectual Property rights of any third Person are used in or practiced by the Redneck Line, otherwise included in the Redneck IP, or otherwise used in the Business or necessary to conduct the Business. None of the Redneck Line or Xatrix Redneck IP interferes with, infringes upon, misappropriates, or violates any Intellectual Property rights of any other Person and none of the Xatrix Parties have received any written or, to the Xatrix Parties' Knowledge, verbal, charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation.

(iv) Xatrix has taken all necessary action to maintain and protect each item of Xatrix Redneck IP except for such actions which, if not taken, would not, individually or in the aggregate, be reasonably expected to have a material adverse effect on the Xatrix Redneck Line. Without limiting the generality of the foregoing, each Person (whether an employee or contractor of Xatrix or whether a third Person under contract with Xatrix), other than the Xatrix Shareholders, who or which has in any way participated in the creation or development of the Redneck Line or Xatrix Redneck IP or any component thereof on behalf of Xatrix, has signed an agreement assigning all of such Person's right, title and interest in the applicable component of the Redneck Line or Xatrix Redneck IP created or developed by such Person to Xatrix.

(v) The Software components of the Redneck Line (A) are free of all viruses, and other material known contaminants and does not contain any bugs, errors, or problems of a material nature that would disrupt its operation or have an adverse impact on the operation of other software programs or operating systems and (B) do not incorporate any GNU or "open" source code or object code under which the such Software is subject to the GNU general public license, GNU lesser general public license and other "open source" or "copyleft" license.

(vi) The development of the Redneck Line and Xatrix Redneck IP by the Xatrix Shareholders for Xatrix was a work made for hire that RR is a work made for hire.

(vii) Except pursuant to the Product License, neither Xatrix nor either of the Xatrix Shareholders has granted any third Person any license or other rights with respect to the Redneck Line or Redneck IP.

(e) Xatrix has no actions, claims, suits, proceedings, injunctions, judgments, orders, decrees, rulings, damages, penalties, fines, costs and expenses, Taxes, interest, awards, liens, losses or other liabilities, including, without limitation, no creditors, indebtedness,



mortgages, indentures, guarantees, loans or credit agreements, security agreements or other agreements or instruments relating to the borrowing of money or extension of credit.

(f) Xatrix has not engaged in any business other than the development of the Redneck Line and Xatrix Redneck IP.

(g) By reason of its business or financial experience or the business or financial experience of its professional advisors who are unaffiliated with VUG and who are not compensated by VUG, each Xatrix Shareholder has the capacity to protect its own interests in connection with the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, each Xatrix Shareholder is sophisticated in matters of business, including the business matters contemplated by this Agreement, and has obtained such advice as he deems necessary or desirable in connection with the matters provided for in this Agreement, including advice from accountants, tax consultants and counsel of his choosing.

4. Representations and Warranties of VUG. VUG represents and warrants to the Xatrix Parties as of the date hereof as follows:

(a) Organization of VUG. VUG is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware.

(b) Authorization of Transaction. VUG has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly and validly executed by VUG and, assuming the valid execution and delivery by the Xatrix Parties, constitutes the valid and legally binding obligation of VUG, enforceable in accordance with its terms and conditions, subject to bankruptcy, insolvency, reorganization, moratorium, or other similar laws now or hereafter in effect relating to creditors' rights and equitable defenses. VUG need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby have been duly authorized by VUG and no other corporate action on the part of VUG is necessary to approve this Agreement or authorize or consummate the transactions contemplated hereby.

(c) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (A) conflict with or violate the certificate of incorporation or bylaws of the VUG or any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court of competent jurisdiction to which VUG is subject or any provision of its charter or bylaws or (B) conflict with, result in a breach of, constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease or license, to which VUG is a party or by which it is bound or to which any of its assets is subject, except with respect to (B) above as would not have a material adverse effect on VUG.

5. Further Assurances. In case at any time after the Effective Date, any further action is necessary or desirable to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefore under Section 6 below).

6. Remedies for Breaches of this Agreement.

(a) Xatrix Indemnification Obligation. Each Xatrix Party agrees to indemnify each of the Released Parties from and against any Adverse Consequences any of them may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Retained Liabilities or a breach of any of the Xatrix Parties' representations, warranties, or covenants contained herein. Any claims for indemnification pursuant to this paragraph will be made by VUG in writing.

(b) VUG Indemnification Obligation. VUG agrees to indemnify the Xatrix Parties from and against any Adverse Consequences VUG suffers resulting from, arising out of, relating to, in the nature of, or caused by a breach of any of VUG's representations, warranties, or covenants contained herein. Any claims for indemnification pursuant to this paragraph will be made by the Xatrix Parties in writing.

(c) Matters Involving Third Parties.

(i) If any third Person shall notify any Party (the "Indemnified Party") with respect to any matter (a "Third Person Claim") which may give rise to a claim for indemnification against any other Party (the "Indemnifying Party") under this Section 6, then the Indemnified Party shall promptly notify each Indemnifying Party thereof in writing; provided, however, that no delay on the part of the Indemnified Party in notifying any Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party thereby is materially prejudiced.

(ii) Any Indemnifying Party will have the right to assume the defense of, and prosecute claims related to, the Third Person Claim with counsel of its choice, which has not been reasonably objected to by the Indemnified Party, so long as the Indemnifying Party notifies the Indemnified Party in writing within 15 days after the Indemnified Party has given notice of the Third Person Claim that the Indemnifying Party will indemnify the Indemnified Party from and against any Adverse Consequences the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Person Claim. If the Indemnifying Party chooses to defend or prosecute a Third Person Claim, all of the Indemnified Parties shall cooperate in the defense or prosecution thereof. Such cooperation shall include the retention and provision to the Indemnifying Party of records and information that are reasonably relevant to such Third Person Claim, and making officers and employees available on a mutually convenient basis to provide information or other reasonable assistance with respect to such Third Person Claim.

(iii) So long as the Indemnifying Party is conducting the defense of the Third Person Claim, (A) the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Person Claim, it being understood that the Indemnifying Party shall control such defense, (B) the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Person Claim without the prior written consent of the Indemnifying Party, and (C) the Indemnified Party shall agree to any settlement, compromise or discharge of a Third Person Claim that the Indemnifying Party may recommend and that by its terms releases the Indemnified Party completely in connection with such Third Person Claim and, with respect to any non-monetary terms of a settlement, would not otherwise adversely affect the Indemnified Party in any material manner.

(iv) If the Indemnifying Party does not elect to assume the defense of the Third Person Claim pursuant to Section 6(c)(ii) above, (A) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, the Third Person Claim in any manner it reasonably may deem appropriate with reasonable consultation with the Indemnifying Party; provided that the Indemnified Party shall not consent to the entry of any judgment or enter into any settlement with respect to such Third Person Claim without the prior written consent of the Indemnifying Party which shall not be unreasonably withheld, (B) the Indemnifying Party will reimburse the Indemnified Party for the reasonable out-of-pocket costs of defending against the Third Person Claim (including reasonable attorneys' fees and expenses), and (C) the Indemnifying Party will remain responsible for any Adverse Consequences the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Person Claim as provided in this Section 6.

## 7. Miscellaneous.

(a) Press Releases and Public Announcements. No Party shall issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Parties; provided, however, that any Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading requirement concerning its publicly-traded securities (in which case the disclosing Party will notify the other Parties of such disclosure 48 hours prior to making the disclosure), and the Parties shall agree on a form of press release that may be released as of the Effective Date.

(b) No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

(c) Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

(d) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.

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

(f) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(g) Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing and shall be deemed effectively given (i) upon personal delivery to the Party notified, (ii) one day after deposit with a nationally recognized air courier service such as DHL or Federal Express for next day delivery, or (iii) on the day of facsimile transmission, with confirmed transmission, to the facsimile number shown below (or to such other facsimile number as the Party to be notified may indicate by ten days advance written notice to the other Party in the manner herein provided), provided that notice is also given under clauses (i) or (ii) above; in any such case addressed to the Party to be notified at the address indicated below for that Party, or at such other address as that Party may indicate by ten days advance written notice to the other Party in the manner herein provided:

<p>If to VUG:</p> <p>Vivendi Universal Games, Inc.,          6080 Center Drive, 10<sup>th</sup> Floor          Los Angeles, CA 90045          [REDACTED]          [REDACTED]</p>	<p>If to Xatrix:</p>
<p>If to Markham:</p>	<p>If to Goodrich:</p>

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice

or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

(i) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(j) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(k) Expenses. Each of the Parties shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

(l) Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

(m) Incorporation of Schedules. The Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

(n) Waiver of Trial by Jury. Each of the Parties hereto waives the right to a jury trial in connection with any suit, action or proceeding seeking enforcement of such Party's rights under this Agreement.

(o) Submission to Jurisdiction. Each of the Parties hereto agrees to the exclusive jurisdiction of any state or federal court within the City of Los Angeles, California, with respect to any claim or cause of action arising under or relating to this Agreement, and waives personal service of any and all process upon it, and consents that all services of process be made by registered mail, directed to it at its address as set forth in Section 7(g) above, and service so made shall be deemed to be completed when received. Each of the Parties waives an objection based on forum non conveniens and waives any objection to venue of any action instituted hereunder. Nothing in this section shall affect the right of the Parties hereto to serve legal process in any other manner permitted by law.

(p) Arbitration.

(i) Except as otherwise set forth in this Agreement, any dispute, controversy or claim arising out of or relating to this Agreement that cannot be resolved

between the Parties shall be resolved in accordance with the procedures specified in this Section 7(p), which shall constitute the sole and exclusive procedures for the resolution of such dispute.

(ii) The Parties agree to use their reasonable best efforts to settle promptly any disputes, controversies and/or claims arising out of or relating to this Agreement through negotiations conducted in good faith. All negotiations pursuant to this Section 7(p) shall be confidential and shall be treated as compromise and settlement negotiations and shall not be admissible for any purposes in any subsequent arbitration.

(iii) If the parties to the dispute are unable to resolve any dispute arising out of or relating to this Agreement as provided in Section 7(p)(ii) within 60 days from the date that such negotiations shall have been first requested by any Party, the parties agree to submit their dispute to the Center for Public Resources ("CPR") for resolution by a mediator jointly selected by the parties. If the parties are unable to select a mediator, then CPR shall independently select a mediator and this selection shall be binding on the parties. The parties agree to cooperatively work with CPR and the mediator in exploring and implementing appropriate alternative resolution procedures whereby the parties can reach an early and effective resolution of their dispute. Such proceedings shall be conducted at a mutually agreed upon location within the jurisdiction identified in Section 7(o) above. The costs of the mediation shall be equally split among the parties involved in the dispute. Each party agrees to have an executive at the mediation that has the authority to settle the dispute. The mediation process shall be confidential and all statements made, information presented and/or documents shared with the mediator or the other parties shall remain confidential and may not be used against the offering party. This does not preclude normal discovery in arbitration but is intended to treat the mediation as a settlement conference wherein all matters discussed and shared are confidential. The parties acknowledge, unless injunctive relief is required, that no arbitration shall be commenced over the disputed matter until the mediation process has been completed and/or the applicable time period referenced below has expired. The mediator shall not have any authority to handle matters concerning punitive damages. If a resolution of the dispute is not reached within 60 days after the parties submit their dispute to a mediator or within 120 days after the date written notice of such dispute is delivered by one party to the other party, or if any party to the dispute believes that the findings and opinions of the mediator are not satisfactory, any party to the dispute may proceed with arbitration in accordance with Section 7(p)(iv), and the findings and opinions of the mediator shall not be binding on any party to the dispute or admissible in any proceeding.

(iv) Any dispute arising out of or relating to this Agreement that has not been resolved by mediation as provided in Section 7(p)(iii) shall be settled by arbitration before a panel of three independent and impartial arbitrators (the "Arbitration Panel") in accordance with the then current commercial arbitration rules of the American Arbitration Association ("AAA"), except to the extent such rules are inconsistent with this Agreement, in which case the provisions of this Agreement shall be followed. The Xatrix parites and VUG shall each select one member of the Arbitration Panel, who shall jointly select the third member of the Arbitration Panel, and such third member shall act



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on as of the date first above written.

<p>VIVENDI UNIVERSAL GAMES, INC.</p> <p><i>Philip W. O'Neil</i></p> <hr/> <p>Name: <i>Philip W. O'Neil</i>  Title: <i>President / COO NA 8/2/04</i></p>	<p>XATRIX ENTERTAINMENT, INC.</p> <p><i>[Signature]</i> <i>7-27-04</i></p> <hr/> <p>Name:  Title: <i>[Signature]</i></p>
<p>DREW MARKHAM, in his individual capacity and in his capacity as a shareholder of Xatrix</p> <p><i>[Signature]</i> <i>7-27-04</i></p> <hr/> <p>Name:  Title:</p>	<p>GREGORY GOODRICH, in his individual capacity and in his capacity as a shareholder of Xatrix</p> <p><i>[Signature]</i> <i>7-27-04</i></p> <hr/> <p>Name:  Title:</p>

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