

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bradley D. Sharp, Chapter 7 Trustee of The 3DO Company		02/18/2005	TRUSTEE: CALIFORNIA

RECEIVING PARTY DATA

Name:	James Alan Cook
Street Address:	1120 Palo Alto Avenue
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2784596	GROOVY BUNCH OF GAMES
Registration Number:	2541574	THUNDER TANKS
Registration Number:	2532928	WORLD DESTRUCTION LEAGUE
Registration Number:	2299106	FAMILY GAME PACK
Registration Number:	2363897	VEGAS GAMES
Registration Number:	2540875	WE'RE HERE TO PLAY
Registration Number:	2421883	LEAD AND DESTROY
Registration Number:	2451370	BATTLETANX
Registration Number:	2430511	GAMEUPDATE
Registration Number:	2265311	WAGES OF WAR THE BUSINESS OF BATTLE
Serial Number:	75080457	DNAWORLDS
Registration Number:	2034534	STAR FIGHTER

CORRESPONDENCE DATA

900050956

**TRADEMARK
 REEL: 003326 FRAME: 0082**

OP \$315.00 2784596

Fax Number: (415)291-8426
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 415-291-8425
Email: hwang@mrlawsf.com
Correspondent Name: Thomas T. Hwang
Address Line 1: Manasian & Rougeau, LLP
Address Line 2: 400 Montgomery St., Suite 1000
Address Line 4: San Francisco, CALIFORNIA 94104

NAME OF SUBMITTER:	Thomas T. Hwang
Signature:	/Thomas T. Hwang/
Date:	05/17/2006

Total Attachments: 50

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Signed and Filed: February 18, 2005

DENNIS MONTALI
U.S. Bankruptcy Judge

7 Attorneys for Chapter 7 Trustee,
8 BRADLEY D. SHARP

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

11	In re	)	Chapter 7
12)	
13	THE 3DO COMPANY, a California	)	Case No. 03-31580 DM7
14	corporation, THE 3DO COMPANY, a)	
15	Delaware corporation,	)	<i>[Jointly Administrated with</i>
16		)	<i>Case No. 03-31581 DM7]</i>
17	Debtors.)	
18		)	ORDER AUTHORIZING AND
19	Employer Identification	)	APPROVING TRUSTEE'S MOTION TO
20	Number: 94-3145110	)	SELL "BACK CATALOG" ASSETS OUT
21		)	OF THE ORDINARY COURSE OF
22		)	BUSINESS AND FREE AND CLEAR OF
23		)	LIENS AND INTERESTS
24)	
25	<u>XX</u> Affects BOTH DEBTORS	)	<u>Date of Hearing:</u>
26)	
27	_____ Affects THE 3DO COMPANY, a	)	Date: February 18, 2005
28	California corporation	)	Time: 10:00 a.m.
		)	Place: Courtroom 22
	_____ Affects THE 3DO COMPANY, a	)	235 Pine Street
	Delaware corporation	)	San Francisco, CA
		)	Judge: Honorable Dennis Montali
)	
)	

24 This matter came before the Court on the Motion to Sell Assets Out of the Ordinary Course
25 of Business and Free and Clear of Liens and Interests (the "Sale Motion") filed on February 8,
26 2005, by Bradley D. Sharp., the duly-appointed Chapter 7 Trustee ("Trustee") of The 3DO
27 Company, a California corporation, and The 3DO Company, a Delaware corporation (collectively,
28 "3DO Companies"), herein. In the Sale Motion, the Trustee seeks authority to sell certain software

1 products, titles and intellectual property rights and related goodwill known as the company's "back
2 list" or "back catalog" of interactive games developed or published by either 3DO or one of several
3 companies acquired by 3DO prior to the commencement of the above-referenced case (the "Back
4 Catalog Assets"), to an individual named James A. Cook ("Purchaser"), for a purchase price of
5 \$12,000.00, pursuant to 11 U.S.C. § 363(b) and 11 U.S.C. § 363(f). Thomas T. Hwang of the law
6 firm of Manasian & Rougeau LLP appeared on behalf of the Trustee. Other appearances, if any,
7 were stated on the record.

8 The Court, having considered the Trustee's Sale Motion, the arguments of counsel at the
9 hearing on this matter, and the pleadings, evidence and documents filed in support of the Sale
10 Motion, finds that the relief requested in the Sale Motion is in the best interests of the 3DO
11 Companies' bankruptcy estates and their creditors and interest holders, and should granted.
12 Accordingly, the Court makes the following findings of facts and conclusions of law:

13 A. The Court has jurisdiction over the Sale Motion pursuant to 28 U.S.C. §§ 157
14 and 1334 and B.L.R. 5011(a).

15 B. This matter is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (N), and (O).
16 Venue is proper in this Court under 28 U.S.C. §§ 1408 and 1409.

17 C. On or about February 8, 2005, the Trustee filed the Sale Motion seeking authority to
18 sell and assign whatever rights, title and interests the 3DO Companies retain - including intellectual
19 property rights- in those unsold games comprising the "Back Catalog" of assets (as described more
20 fully in the Trustee's Sale Motion). The list of games that comprise the Back Catalog Assets are
21 attached hereto as Exhibit "A." By the Sale Motion, the Trustee does not propose to assume and
22 assign any executory contracts to the Purchaser.

23 D. As evidenced by the certificates of service filed with the Court, the Trustee timely
24 served the Sale Motion pursuant to the Court's Order Granting Motion to Shorten Time For Hearing
25 On Motion To Sell Assets Out of Ordinary Course of Business And Free and Clear of Liens, Claims
26 and Interests, entered on February 8, 2005. Under the circumstances presented by the Sale Motion
27 and the Ex Parte Motion to Shorten Time Filed by the Trustee on February 7, 2005, proper and
28 adequate notice of the Debtor's Sale Motion was given to such parties that are entitled to receive

1 notice.

2 E. The Sale Motion is unopposed by the only existing lien claimant herein, William M.
3 Hawkins, III (“Mr. Hawkins”).

4 F. As demonstrated by the evidence in support of the Sale Motion, the Trustee has
5 marketed the 3DO Companies’ rights, title and interests in the Back Catalog Assets and conducted
6 the sale process in a commercially reasonable manner. The Trustee located only one offeror other
7 than Mr. Cook, but such offeror’s proposal did not exceed the proposal submitted by Mr. Cook, the
8 Purchaser herein.

9 G. The Trustee has full authority to execute the sale of the 3DO Companies’ rights, title
10 and interests in the Back Catalog Assets (the “Sale”).

11 H. Purchaser should be approved as the successful buyer for the Back Catalog Assets on
12 the terms delineated in the Sale Motion and this Order herein. Approval of the consummation of
13 the sale of the 3DO Companies’ rights, title and interests in the Back Catalog Assets are in the best
14 interests of The 3DO Companies’ estate, the creditors and the interest holders. The Trustee has
15 presented sufficient business justification for the Sale pursuant to Section 363 of the Bankruptcy
16 Code and for other relief granted by this Order.

17 I. Purchaser will not consummate the transactions contemplated in the Sale (thus
18 adversely affecting the bankruptcy estate and its creditors) if the Sale is not free and clear of all
19 encumbrances, or if Purchaser or the 3DO Companies’ rights, title and interests in the Back Catalog
20 Assets were in the future to be liable for any of encumbrances.

21 J. The estate may sell the 3DO Companies’ rights, title and interests in the Back
22 Catalog Assets free and clear of all encumbrances because one or more of the standards set forth in
23 11 U.S.C. § 363(f) have been satisfied.

24 K. There is no legal or equitable reason to delay the closing of the Sale to Purchaser.

25 NOW, THEREFORE, IT IS HEREBY ORDERED:

26 1. Pursuant to 11 U.S.C. § 363(b) and § 363(f), the Trustee is authorized and directed to
27 consummate the sale of the 3DO Companies’ rights, title and interests in the Back Catalog Assets.

28 2. Without need for any additional Court order, the Trustee is authorized and directed

1 to execute the Sale and deliver the Back Catalog Assets, together with all additional instruments
2 and documents that may be reasonably necessary to implement the Sale and to take all further
3 actions as may be reasonably requested by Purchaser, for the purpose of selling to Purchaser title to
4 and possession of the 3DO Companies' rights, title and interests in the Back Catalog Assets, or as
5 may be necessary or appropriate to consummate the Sale and performance of the obligations
6 contemplated by the Sale.

7 3. Upon entry of this Order by the Court, Purchaser will deliver to the Trustee, through
8 its counsel, the sum of \$12,000.00. Upon payment of such \$12,000.00, and pursuant to 11 U.S.C.
9 §§ 105(a) and 363(b) and (f), and without further Court Order, the 3DO Companies' rights, title and
10 interests in the Back Catalog Assets shall be transferred, sold and delivered to Purchaser.

11 4. Upon consummation of the Sale, transfer and delivery to Purchaser, the 3DO
12 Companies' rights, title and interests in the Back Catalog Assets shall be free and clear of all
13 encumbrances of the only existing lien claimant, Mr. Hawkins. Purchaser's purchase is free and
14 clear of any and all liens against the items which he is purchasing. Any such liens of Mr. Hawkins
15 shall attach solely to the proceeds of the Sale, and no party, including Mr. Hawkins, shall have any
16 rights or claims against Purchaser and/or any of the property related to the 3DO Companies' rights,
17 title and interests in the Back Catalog Assets, which Purchaser has purchased pursuant to this Order.

18 5. This Order shall be the Court's determination that on the date of closing of the Sale,
19 all encumbrances of Mr. Hawkins existing on the 3DO Companies' rights, title and interests in the
20 Back Catalog Assets before the date of closing have been unconditionally released, discharged, and
21 terminated from the 3DO Companies' rights, title and interests in the Back Catalog Assets.

22 6. This Bankruptcy Court shall have and retain exclusive jurisdiction, before and after
23 the closing of the Sale, to determine as a core proceeding any proceeding, dispute, or controversy
24 arising out of or related to this Order and the Sale.

25 7. This Order is and shall be effective immediately upon entry, and the parties are
26 authorized to consummate the Sale immediately.

27
28 ** END OF ORDER **

ASSET PURCHASE AGREEMENT

By and Among

BRADLEY D. SHARP, CHAPTER 7 TRUSTEE OF THE 3DO COMPANY

And

JAMES ALAN COOK

Dated As Of: February 17, 2005

SCHEDULES OF PURCHASED ASSETS

Schedule I	The 3DO Backlist Titles
Schedule A	Assumed Agreements
Schedule B	Assumed Agreements To Be Cured by Seller
Schedule C	Multiple Title Agreements
Schedule D	Transferred Intellectual Property
Schedule E	Excluded Assets
Schedule F	Excluded Assets Related to the Titles
Schedule G	Potential Assumed Agreements
Schedule H	Conflicts

EXHIBITS

Exhibit 1	Form of Assumption Agreement
Exhibit 2	Form of Bill of Sale
Exhibit 3	Form of Sale Order
Exhibit 4	Form of Licensed Data License
Exhibit 5	Form of Licensed Technology License
Exhibit 6	Form of Licensed Tradenames License

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of this ____ day of February, 2005 by and among Bradley D. Sharp, Chapter 7 Trustee of The 3DO Company, a Delaware corporation, and The 3DO Company, a California corporation (hereinafter, the "Seller" or the "Trustee") and James Alan Cook, an individual with residence at 1120 Palo Alto Avenue, Palo Alto, CA 94301 ("Buyer").

WHEREAS, a portion of Seller's business relates to the design, development, marketing and distribution of the interactive entertainment software title or titles listed on Schedule 1, attached hereto (collectively, the "Titles" and each individually a "Title") for interactive entertainment systems and technologies, including consumer consoles, personal computers, handheld gaming devices, and/or the internet (Seller's business is hereinafter referred to as the "Business");

WHEREAS, Seller is a debtor in a bankruptcy proceeding commenced by it in the United States Bankruptcy Court for the Northern District of California (as hereinafter defined); and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, all of Seller's rights, title and interests in and to the Titles (including, without limitation, all Intellectual Property rights of or concerning the Titles) and certain of Seller's assets related to the Titles and to assume from Seller the Assumed Liabilities in accordance with the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

"Assumed Agreements" means all contracts, agreements, personal property leases, commitments, understandings and instruments related to the Titles, including the Intellectual Property Agreements, and any Multiple Title Agreements (but solely with respect to Seller's rights and obligations relating to the Titles) as set forth in Schedules A, B, C and perhaps G, attached hereto.

"Assumption Agreement" means the Assumption Agreement to be executed and delivered by Buyer and Seller at the Closing, substantially in the form of Exhibit 1, attached hereto.

"Bill of Sale" means the Bill of Sale to be executed and delivered by Seller to Buyer at the Closing, substantially in the form of Exhibit 2, attached hereto.

"Chapter 11 Case" means collectively, Seller's cases commenced under Chapter 11 of the Bankruptcy Code, titled The 3DO Company, Case Nos. 03-31580 DM11 and 03-31581 DM11, jointly administrated in the Bankruptcy Court.

"Consent/Assignment Order" means, with respect to each Assumed Agreement and each Intellectual Property Agreement, and Seller's rights and obligations relating to the Titles under each of the Multiple Title Agreements set forth in Schedule C, attached hereto, either (i) the written consent of the counter-party to Seller's assignment and Buyer's assumption of said Assumed Agreement, Intellectual Property Agreement, or Seller's rights and obligations relating to the Titles under said Multiple Title Agreements (provided, that with respect to the latter, such consent may be in the form of an agreement to enter into a successor agreement for such Titles on substantially the same terms as any applicable Multiple

Title Agreement) or (ii) the entry of a Final Order of the Bankruptcy Court (which may be the Sale Order or a separate Final Order) which Final Order grants to Buyer the protections of Bankruptcy Code § 363(m) with respect to said assignment and authorizes the assumption and assignment of said Agreement to Buyer free and clear of all Encumbrances.

“Excluded Assets” means those assets set forth in Schedules E and F, attached hereto, and not included as Purchased Assets.

“Intellectual Property” means (a) all discoveries, innovations, inventions and all improvements thereto and all classes and types of patents, including, without limitation, utility models, utility patents and design patents, and all patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all registered and unregistered trademarks, service marks, trade dress, trade names, brand names and logos, including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all works of authorship and all copyrights therein, whether such works are published or unpublished works, and all applications, registrations and renewals in connection therewith, (d) all trade secrets, know-how, product prototypes, and all proprietary, technical and non-technical data and information, including, without limitation, customer lists, supplier lists, pricing and cost information, business and marketing plans and other confidential business information, (e) all domain name registrations and URL addresses, (f) all other recognizable equivalent proprietary rights, and (g) all copies and tangible embodiments of the foregoing, in each case related to and/or used in the Titles and in each case whether arising under the laws of the United States or any jurisdiction world wide.

“Intellectual Property Agreements” means all (i) licenses of Intellectual Property to Seller or any of its Affiliates that are related to the Titles, and (ii) licenses of Intellectual Property by Seller or any of its Affiliates to third parties that are related to any of the Titles. The foregoing excludes any license that relates to multiple titles.

“Licensed Assets” means, collectively, the Licensed Data, the Licensed Technology, the Licensed Tradenames, and the Licensed Patents, if any.

“Licensed Data” shall have the same meaning as such term is defined in Exhibit 4, attached hereto.

“Licensed Technology” shall have the same meaning as such term is defined in Exhibit 5, attached hereto.

“Licensed Tradenames” shall have the same meaning as such term is defined in Exhibit 6, attached hereto.

“Licensed Patents” shall have the same meaning as such term is defined in Exhibit 5, attached hereto.

“Multiple Title Agreements” means any multiple title licenses that relate to the Titles that are identified on Schedule C, attached hereto.

“Seller” means, collectively, The 3DO Company, a Delaware corporation, The 3DO Company, a California corporation, 3DO Europe Limited, a corporation organized under the laws of the United Kingdom, and Studio 3DO K.K., a corporation organized under the laws of Japan.

“Seller’s Representatives” means Seller’s accountants, counsel, financial advisors and other authorized representatives.

“Transferred Intellectual Property” means all Intellectual Property owned by Seller in and to the Titles and/or relating primarily to the Titles (other than Intellectual Property embodied in the Licensed Assets).

ARTICLE II PURCHASE AND SALE

Section 2.1 Purchase and Sale of Assets. Upon the terms and subject to the satisfaction of the conditions contained in this Agreement, Seller and Buyer acknowledge and agree that, at the Closing, Seller shall sell, assign, convey, transfer and deliver to Buyer, and Buyer shall, by payment of the Purchase Price, purchase and acquire from Seller, free and clear of all Encumbrances other than Assumed Liabilities, if any, all of the rights, title and interests that Seller possesses, owns, holds, controls and is otherwise entitled to claim and/or exercise as of the Closing in and to all of the Purchased Assets. For purposes of this Agreement, the term "Purchased Assets" shall mean all goodwill, assets, properties and rights of every nature, kind and description, whether tangible or intangible, real, personal or mixed (including, without limitation, any and all Intellectual Property rights of or concerning the Titles), wherever located and whether or not carried or reflected on the books and records of Seller, primarily related to the Titles (other than the Excluded Assets), including the following:

- (a) all Assumed Agreements listed on Schedule A, attached hereto;
- (b) all Assumed Agreements to be cured by Seller from the Purchase Price and listed on Schedule B, attached hereto;
- (c) all rights and interests related to the Multiple Title Agreements listed on Schedule C, attached hereto;
- (d) all Transferred Intellectual Property listed on Schedule D, attached hereto;
- (e) all tangible personal property used primarily in connection with the Titles, including product prototypes and all proprietary, technical and non-technical data and information, including, without limitation, customer lists, supplier lists, pricing and cost information, business and marketing plans and other confidential business information, any and all "gold-masters", computer programs and related code and software relating to the Titles, to the extent available after reasonable investigation (collectively, the "Personal Property");
- (f) all Inventory (as defined in Exhibit 6, attached hereto) relating to the Titles, if any;
- (g) all of the goodwill of Seller and its Affiliates primarily associated with or primarily relating to the Titles and the Transferred Intellectual Property;
- (h) to the extent not included in the Assumed Agreements, all of the rights to the permits, approvals, consents, clearances, releases and authorizations primarily relating to the Titles (other than the Excluded Contracts and Intellectual Property Agreements (as such latter term is defined in clause (i) of the definition of "Intellectual Property Agreements")), including any rights of Seller in any of the foregoing obtained for Seller's benefit held in the name of third parties; and
- (i) all rights, claims, credits, judgments, choses in action, rights of set-off or rights for past, present or future infringement against third parties primarily arising out of, relating to or in respect of the Titles, the Purchased Assets, the Assumed Agreements, the Transferred Intellectual Property, injury to the goodwill associated with the Titles (excluding goodwill associated with Excluded Assets) and/or any trade name, trademark and/or logo constituting Transferred Intellectual Property or any confidentiality, non-disclosure, invention secrecy, non-competition or non-solicitation obligation owed to Seller or any of Seller's Affiliates primarily relating to the Titles (under any agreement pursuant to which Seller acquired any ownership rights, title or interests in and to the Titles, or under an Assumed Agreement), all causes of action, rights of recovery and rights of set-off of any

kind, all rights under express or implied warranties from suppliers to Seller and all other interests in or claims, rebates, refunds or payments from or against vendors primarily relating to the Titles.

Section 2.2 Licensed Assets. Seller will execute and deliver to Buyer, as a condition to Closing, agreements granting to Buyer a non-exclusive, perpetual, worldwide, fully paid and royalty-free licenses and related rights to the Licensed Assets as set forth in Sections 4.2 (g), (h) and (i), hereinbelow.

Section 2.3 Excluded Assets. Notwithstanding any provision herein to the contrary the Purchased Assets shall not include (i) the Licensed Assets, the Multiple Title Agreements (in each case, other than Seller's rights and obligations thereunder relating to the Titles) and those items excluded on Schedules and F, attached hereto.

Section 2.4 Assumed Agreements. On the Closing Date, Buyer shall execute and deliver to Seller the Assumption Agreement pursuant to which Buyer shall assume the agreements set forth in Schedules A and B and Seller shall assume responsibility to cure the agreements, if any, listed in Schedule B from the Purchase Price. Seller shall execute assignments of all rights and interests in and under the agreements listed in Schedule A and B, attached hereto.

Section 2.5 Excluded Liabilities. Buyer shall have no liability for any debts, covenants, indemnities or obligations of Seller and/or any of its Affiliates.

Section 2.6 Assumption of Certain Contracts.

(a) Subject to the approval of the Bankruptcy Court, all of the Assumed Agreements will be sold and assigned to Buyer (or Buyer's designee) free and clear of all Encumbrances, except for Assumed Liabilities, if any, on the Closing Date under Sections 363 and 365 of the Bankruptcy Code.

(b) If there exists on the Closing Date any default under an Assumed Agreement, Seller shall be responsible for the payment of any and all amounts necessary to cure such default pursuant to Section 365(b)(1) of the Bankruptcy Code as a condition to the Closing hereunder (the "Cure Payments").

(c) Buyer shall be solely responsible for any and all costs and expenses necessary in connection with providing adequate assurance of future performance with respect to any of the Assumed Agreements under Section 365(f)(2)(B) of the Bankruptcy Code (the "Assurance Expenses").

(d) At any time following the Sale Hearing and prior to the Sale Order, Buyer may notify Seller in writing that Buyer is designating one or more of the agreements identified on Schedule H as an agreement to be assigned to Buyer and for which a Consent/Assignment Order is requested. Buyer shall have no liability for, and Seller shall not be deemed to have assigned, any agreement until there is a Consent/Assignment Order with respect to said agreement. Within 15 days after Buyer's notice under this Section 2.6 but no later than the date of the Sale Order, Seller shall file appropriate pleadings with the Bankruptcy Court requesting the Consent/Assignment Order for each agreement which was the subject of any such notice, provided Buyer reimburses Seller for any expenses associated therewith. Obtaining consent to assignment to any agreement identified under this Section will not be a condition to the Closing.

**ARTICLE III
PURCHASE PRICE; DEPOSIT**

Section 3.1 Purchase Price. Buyer shall pay Twelve Thousand Dollars (US \$12,000.00) for all of the Purchased Assets and all of the licensed and related rights granted to Buyer hereunder (and/or under any and all of the related agreements and documents by and between the parties relating to the subject matter hereof) (the "Purchase Price"). Payment of the Purchase Price shall be made by check to the Trustee's account within five business days of entry of a final order by the Bankruptcy Court approving the sale. Seller shall, within five business days of entry of such final order, pay the amounts (if any)necessary to cure the Assumed Agreements.

**ARTICLE IV
THE CLOSING**

Section 4.1 Time and Place of the Closing. Upon the terms and subject to the satisfaction of the conditions contained in Article VIII of this Agreement, the closing of the sale of the Purchased Assets and the assumption of the Assumed Agreements contemplated by this Agreement (the "Closing") shall take place at the offices of Manasian & Rougeau in San Francisco, California, as soon as practicable following entry of a final order approving such sale. The parties shall exchange all documents contemplated by this Agreement and the parties agree to make all best efforts to complete the sale.

Section 4.2 Deliveries by Seller. At the Closing Seller shall deliver the following to Buyer:

(a) the Bill of Sale, substantially in the form of Exhibit B, attached hereto, duly executed by Seller;

(b) all consents, waivers and approvals obtained by Seller with respect to the sale, assignment, conveyance, transfer and delivery of the Purchased Assets and the consummation of the transactions required in connection with the sale of the Purchased Assets contemplated by this Agreement, to the extent specifically required hereunder;

(c) bills of sale or equivalent documents of transfer reasonably acceptable to Buyer, duly executed by Seller and/or its Affiliates, as applicable, transferring all of Seller's and its Affiliates' rights, title and interests in and to the Purchased Assets, free and clear of all Encumbrances (other than Assumed Liabilities), at no additional cost to Buyer or increase in the Purchase Price;

(d) the Assumption Agreement, substantially in the form of Exhibit A, attached hereto, which agreement shall provide for the assignment and assumption of the Assumed Agreements, duly executed by Seller and all such other instruments of assignment or conveyance as shall be reasonably necessary to transfer to Buyer all of Seller's and its Affiliates' rights, title and interests in, to and under all of the Purchased Assets in accordance with this Agreement (to be delivered as of the close of business on the Closing Date);

(e) a Consent/Assignment Order for the Assumed Agreements and Intellectual Property Agreements described as required to be assigned to Buyer at the Closing.

(f) such other instruments and documents as are reasonably necessary in the opinion of Buyer and its counsel in order to acquire the Purchased Assets free and clear of all Encumbrances (other than Assumed Liabilities);

(g) an agreement, in substantially the form set forth in Exhibit 4, attached hereto, duly executed by Seller granting to Buyer a nonexclusive, worldwide, royalty-free, perpetual license of Seller's and its Affiliates' Intellectual Property rights to use and exploit the **Licensed Data** referenced in Exhibit 4, attached hereto, in connection with the marketing, sale, lease, rental, licensing, distribution and/or other such exploitation of the Titles, the preparation, creation and development of any modifications and enhancements to the Titles and of any derivative works, products and services based thereupon or otherwise derived therefrom, and the marketing, sale, lease, rental, licensing, distribution, and other such use and/or exploitation of any and all such derivative works, products and services, and otherwise in the operation of Buyer's business;

(h) an agreement, in substantially the form set forth in Exhibit 5, attached hereto, duly executed by Seller granting to Buyer a nonexclusive, worldwide, royalty-free, perpetual license of Seller's and its Affiliates' Intellectual Property rights to use and exploit the **Licensed Technology and Licensed Patents** (as such terms are defined in Exhibit 5, attached hereto), but solely in connection with the development, manufacture, marketing, sale, lease, rental, licensing, distribution and/or other such exploitation of the Titles and any interactive entertainment products that constitute conversions of the Titles to other interactive platforms (in any and all formats, media and technologies) or sequels to or other such derivatives of any of the Titles, and the preparation, creation and development of any modifications and enhancements to the Titles and of any derivative works, products and services based thereupon or otherwise derived therefrom, and the development, manufacture, marketing, sale, lease, rental, licensing, distribution and other such use and/or exploitation of any and all such derivative works, products and services; and

(i) an agreement, in substantially the form set forth in Exhibit 6, attached hereto, duly executed by Seller granting to Buyer a nonexclusive, worldwide royalty-free, license of Seller's and its Affiliates Intellectual Property rights to use and exploit the **Licensed Tradenames**, but solely to permit continued manufacture, marketing, sales, leases, rentals, licenses, and other such distribution and/or exploitation of units of the Titles for a reasonable period (which, in no event, shall be less than five (5) years), and only if and to the extent the Licensed Tradenames are used in and/or in connection with the Titles.

Section 4.3 **Deliveries by Buyer.** At the Closing (or as specifically provided in this Section 4.3), Buyer shall deliver the following to Seller:

- (a) the balance of the Purchase Price;
- (b) the Assumption Agreement, duly executed by Buyer, and all such other instruments of assumption as shall be reasonably necessary for Buyer to assume the Assumed Liabilities in accordance with this Agreement (to be delivered as of the close of business on the Closing Date); and
- (c) the agreements applicable to the Titles identified in Section 4.2 (g), (h) and (i), above, duly executed by Buyer.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

Section 5.1 **Authority Relative to this Agreement.** Subject to the applicable provisions of the Bankruptcy Code and the approval of this Agreement by the Bankruptcy Court, Seller has all corporate power to execute and deliver this Agreement and, upon entry and effectiveness of the Sale Order, will have all corporate authority necessary to consummate the transactions contemplated hereby.

**ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer hereby represents and warrants to Seller as follows:

Section 6.1 Authority Relative to this Agreement. Buyer has all requisite power and authority necessary to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

**ARTICLE VII
COVENANTS OF THE PARTIES**

Section 7.1 Conduct of Business. Seller shall preserve, in all material respects, the Titles and the Purchased Assets.

(a) Prior to the Transfer Date, Seller shall (i) not sell, lease (as lessor), license (as licensor), assign (as assignor), transfer or otherwise dispose of any of the Purchased Assets, or license or sublicense any of the Licensed Assets to any third party or parties in any manner that is inconsistent with any of the licenses and related rights herein granted to Buyer.

Section 7.2 Access to Information; Maintenance of Records.

(a) Between the date of this Agreement and the Closing Date, Seller shall, during ordinary business hours, upon reasonable notice, (i) give Buyer and Buyer's Representatives reasonable access to all books, and records constituting the Purchased Assets to which Buyer is not denied access by law.

(b) Buyer acknowledges and agrees that any and all confidential or proprietary information furnished to or obtained by Buyer or any of Buyer's Representatives pursuant to this Agreement shall be subject to the provisions of such form of Confidentiality Agreement as Seller shall reasonably request Buyer to sign, and shall be treated as "Confidential Information" for all purposes of such Confidentiality Agreement.

Section 7.3 Expenses. Except to the extent specifically provided herein or in the Sale Order, whether or not the transactions contemplated hereby are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by the party incurring such costs and expenses.

Section 7.4 Further Assurances.

(a) Subject to the terms and conditions of this Agreement, each of the parties hereto shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable laws and regulations to consummate and make effective the sale of the Purchased Assets in accordance with this Agreement, including using commercially reasonable efforts to ensure timely satisfaction of the conditions precedent to each party's obligations hereunder. Neither Seller, on the one hand, nor Buyer, on the other hand, shall, without the prior written consent of the other party, take any action which would reasonably be expected to prevent or materially impede, interfere with, or delay the transactions contemplated by this Agreement. From time to time, on or after the Closing Date, Seller shall use reasonable efforts, at Buyer's expense, to execute and deliver such documents to Buyer as Buyer may reasonably request in order to more effectively vest in Buyer all of Seller's and its Affiliates' rights, title and interests in and to the Purchased Assets. From time to time after the date hereof, Buyer shall use reasonable efforts, at Seller's expense, to execute and deliver such documents to Seller as Seller may reasonably request in order to more effectively consummate the sale of the Purchased Assets and the assumption and assignment of the Assumed Liabilities and the Assumed Agreements in accordance with this Agreement.

(b) The parties acknowledge that this Agreement has been negotiated, under tight time constraints, with limited due diligence being conducted and that, after the Closing Date, Seller or Buyer may become aware of Purchased Assets that were not conveyed to Buyer at Closing, or (ii) other assets related to the Titles, or either of them, which should have been transferred hereunder as Purchased Assets (any such asset described in subparts (i) and (ii) of this Section 7.4(b) shall each be referred to as a "Newly Discovered Asset"). Accordingly, each party acknowledges and agrees to promptly notify the other party in the event that such party becomes aware of the existence of a Newly Discovered Asset, and to use commercially reasonable efforts to cooperate with the other party in order to transfer title and possession of any such Newly Discovered Asset to Buyer as promptly as is practicable after Closing.

Section 7.5 Submission for Bankruptcy Court Approval.

(a) Seller shall promptly provide Buyer and its counsel with copies of all notices, filings and orders of the Bankruptcy Court (and other courts) that Seller has in its possession pertaining to the motion for approval of any order related to any of the transactions contemplated by this Agreement.

(b) If the Sale Order or any other orders of the Bankruptcy Court relating to this Agreement or the transactions contemplated hereby, shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to the Sale Order or other such order), subject to rights otherwise arising from this Agreement, Seller and Buyer shall cooperate in taking such steps to prosecute diligently such appeal, petition or motion and Seller and Buyer shall use their commercially reasonable efforts to obtain an expedited resolution of any such appeal, petition or motion.

Section 7.6 Power of Attorney; Right of Endorsement, Etc. Effective as of the Closing, Seller hereby constitutes and appoints Buyer and its successors and assigns the true and lawful attorney of Seller with full power of substitution, in the name of Buyer or the name of Seller, on behalf of and for the benefit of Buyer. (a) to collect all Purchased Assets, (b) to endorse, without recourse, checks, notes and other instruments attributable to the Purchased Assets, (c) to defend and compromise all actions, suits or proceedings with respect to any of the Purchased Assets, (d) to institute and prosecute all proceedings which Buyer may deem proper in order to collect, assert or enforce any claim, right or title in or to the Purchased Assets and (e) to do all such reasonable acts and things with respect to the Purchased Assets as Buyer may deem advisable. Seller agrees that the foregoing powers are coupled with an interest and shall be irrevocable by Seller directly or indirectly by the dissolution of Seller or in any other manner. Buyer shall retain for its own account any amounts lawfully collected pursuant to the foregoing powers and Seller shall promptly pay to Buyer any amounts received by Seller after the Closing with respect to the Purchased Assets to which Buyer may be entitled.

Section 7.7 Post-Closing Funds. Following the Closing Date, all amounts, whether in the form of cash, proceeds, checks, drafts orders or other instruments for the payment of money, received or recovered by Seller with respect to the Titles, the Purchased Assets or the Assumed Agreements shall immediately upon receipt thereof by Seller be paid over and delivered in the form received, but with any necessary endorsements or instruments required for payment, to Buyer, and, until so delivered shall not be commingled with any other funds or property but shall be held by Seller upon an express trust for the benefit of Buyer.

ARTICLE VIII CONDITIONS TO CLOSING

Section 8.1 Conditions to Each Party's Obligations to Effect the Closing. The respective obligations of each party to effect the sale and purchase of the Purchased Assets shall be subject to entry of the Sale Order agreed upon by the parties in the Bankruptcy Court, and such Order having become a Final Order.

Section 8.2 Conditions to Obligations of Buyer. The obligations of Buyer under this Agreement shall be subject to Seller's performance and compliance in all material respects with the covenants contained in this Agreement which are required to be performed and complied with by Seller on or prior to the Closing Date.

Section 8.3 Conditions to Obligations of Seller. The obligations of Seller to effect the sale of the Purchased Assets contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing Date of Buyer's performance and compliance in all material respects with the covenants contained in this Agreement which are required to be performed and complied with by Buyer on or prior to the Closing Date.

ARTICLE IX TERMINATION AND ABANDONMENT

Section 9.1 Termination. This Agreement may be terminated at any time prior to the Closing Date by either (i) mutual written consent of Seller and Buyer, or (ii) by Seller, at its option, if there has occurred a material violation or breach of any covenant contained in this Agreement which has prevented the satisfaction of any condition and such violation or breach has not been cured by Buyer within ten (10) business Days of receipt of written notice thereof or is otherwise waived by Seller.

ARTICLE X MISCELLANEOUS PROVISIONS

Section 10.1 Amendment and Modification. This Agreement may be amended, modified or supplemented only by written agreement of Seller and Buyer.

Section 10.2 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given (i) when personally sent/delivered, by facsimile transmission (with hard copy to follow) or sent by reputable express courier or (ii) five (5) days following mailing by registered or certified mail postage prepaid and return receipt requested. Unless another address is specified in writing, notices, demands and communications to Seller and Buyer shall be sent to the addresses indicated below:

(a) If to Seller, to:

Bradley D. Sharp
Development Specialists, Inc.
Wells Fargo Center
333 South Grand Avenue
Suite 2010
Los Angeles, CA 90071-1524
Phone: (213) 617-2717
Facsimile: (213) 617-2718
Attention: Bradley D. Sharp

with a copy to:

Manasian & Rougeau LLP
400 Montgomery Street, Suite 1000
San Francisco, CA 94104
Phone: (415) 291-8425
Facsimile: (415) 291-8426
Attention: Gregory A. Rougeau

(b) If to Buyer, to:

James Alan Cook
1120 Palo Alto Avenue
Palo Alto, CA 94301
Phone: (650) 566-8214
Facsimile: (650) 328-6530

Section 10.6 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 10.7 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 10.8 Governing Law. This Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflicts of laws thereof, and by the laws of the United States of America.

Section 10.9 Submission to Jurisdiction. Unless and to the extent otherwise specifically provided herein, the parties hereto irrevocably submit to the exclusive jurisdiction of the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court) over any dispute arising out of or relating to this Agreement or any other agreement or instrument contemplated hereby or entered into in connection herewith or any of the transactions contemplated hereby or thereby. Each party hereby irrevocably agrees that all claims in respect of such dispute or proceedings may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute or proceeding brought in such courts or any defense of inconvenient forum in connection therewith.

Section 10.10 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Section 10.11 Incorporation of Exhibits. All Schedules and all Exhibits attached hereto and referred to herein are hereby incorporated herein by reference and made a part of this Agreement for all purposes as if fully set forth herein.

Section 10.12 Entire Agreement. This Agreement (including all Schedules and all Exhibits) and the Confidentiality Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings among the parties with respect thereto.

Section 10.13 Remedies. Seller and Buyer hereby acknowledge and agree that money damages may not be an adequate remedy for any breach or threatened breach of any of the provisions of this Agreement and that, in such event, Seller or its respective successors or assigns, or Buyer or its successors or assigns, as the case may be, may, in addition to any other rights and remedies existing in their favor, apply to the Bankruptcy Court or any other court of competent jurisdiction for specific performance, injunctive and/or other relief in order to enforce or prevent any violations of this Agreement.

Section 10.14 Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

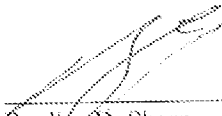
Section 10.15 Third-Party Beneficiaries. Nothing in this Agreement shall confer any rights upon any Person other than the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

SELLER:

BRADLEY D. SHARP

By:

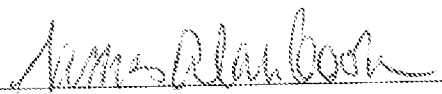


Bradley D. Sharp
Chapter 7 Trustee of
The 3DO Company, a Delaware corporation and
The 3DO Company, a California corporation

BUYER:

JAMES ALAN COOK

By:



James Alan Cook

SCHEDULES OF PURCHASED ASSETS

SCHEDULE 1

THE 3DO BACKLIST TITLES

TITLES	PLATFORMS
Battlesport	3DO
BattleTanx	GBC
BattleTanx	N64
BattleTanx Global Assault	N64
BattleTanx Global Assault	PSX
Bladeforce	3DO
Family Card Games	PC
Family Game Pack	PC
Family Game Pack	PSX
Family Game Pack Royale	PC
Family Game Pack	PC
Games Frenzy (EU version of Gobs of Games)	GBC
Gobs of Games	GBC
GoDai: Elemental Force	PS2
Groovy Bunch of Games	PC
Gulf War: Operation Desert Hammer	PC
Jonny Moseley – Mad Trix	GBA
Jonny Moseley – Mad Trix	PS2
Midnight in Vegas	PSX
Midnight Madness	PC
Requiem: Avenging Angel	PC
Shifters	PS2
Snowjob	3DO
Softball Slam	PC
Softball Slam Turbo	PC
Uprising	PC
Uprising 2 - Lead and Destroy	PC
Uprising X	PSX
Vegas Games	GBC
Vegas Games	PC
More Vegas Games	PC
Vegas Games Deluxe	PC
Vegas Games 95	PC
Vegas Games 2000	PC
Vegas Games 2000 (Midnight in Vegas in EU)	PSX
Vegas Games - Midnight Madness - Slots & Video	PC
Vegas Games - Midnight Madness - Tables	PC
Vegas Games Value Pack	PC
World Destruction League - Thunder Tanks	GBC
WDL Thunder Tanks	PSX
WDL Thunder Tanks	PS2
WDL WarJetz	GBC
WDL WarJetz	PSX
WDL WarJetz	PS2

*MISCELL. BACKLIST TITLES	PLATFORMS
3DO Games Decathlon	PC
Action Man Destruction X	PSX
Anvil of Dawn	PC
Aqua Aqua	PS2
Burning TV logo	
Captain Quazar	3DO
Captain Quazar	PC
Chaos Overlords	PC
Cyclone	
Cyclone Studios	
DNAWorlds	PC
Game Guru	PC
Go Huck Yourself	
Hammer of the Gods	PC
Iron Cross	PC
Joe and Mac (Caveman Ninja)	PC
Killing Time	MAC
Killing Time	PC
Nitro Racers	PC
Nuclear War	PC
Phoenix 3	PC
Planet's Edge	PC
Race 'N Robots	GBC
Race 'N Robots	PSX
Soccer Kid	3DO
Spaceward Ho!	PC
Spaceward Ho! IV	MAC
Star Fighter	PC
Station Invasion	3DO
Strife	PC
Tunnels & Trolls	PC
Twisted	3DO
Viper	PC
Wages of War	PC
We're Here To Play	
Wetlands	PC
World of Xeen	PC
Zephyr	PC
Zhadnost: The People's Party	3DO

*List includes all related tradenames, trademarks and logos (in addition to the referenced product titles)

SCHEDULES OF PURCHASED ASSETS

SCHEDULE A

ASSUMED AGREEMENTS

The Multiple Title Agreements set forth in Schedule C, attached hereto, are Assumed Agreements only to the extent Seller has any rights, interests and/or obligations relating to the Titles under any of such Multiple Title Agreements. Consents for all agreements listed below have been signed.

SCHEDULES OF PURCHASED ASSETS

SCHEDULE B

ASSUMED AGREEMENTS

To Be Cured By Seller

[NOT APPLICABLE]

SCHEDULES OF PURCHASED ASSETS

SCHEDULE C

MULTIPLE TITLE AGREEMENTS

With regard to the following Multiple Title Agreements, Purchaser is solely purchasing Seller's rights, interests and obligations, if any, relating to the Titles under the following Multiple Title Agreements.

The 3DO Purchase Agreement between 3DO and Peter Wiseman, dated February 26, 1999.

Non-Exclusive License Agreement between David H. Sitrick and 3DO dated May 24, 2001.

Consulting Agreement between 3DO and Kevin Monahan dated July 1, 2002.

Vendor Agreement between 3DO and Best Buy Co. Inc. dated January 1, 2001, amended January 1, 2001.

Stuffit Installmaker License Agreement between 3DO and Aladdin Systems, Inc. dated August 7, 1996.

Technology License Agreement between 3DO and Advanced Risc Machines Ltd. dated April 1995.

Musical Composition Agreement between 3DO and Womb Music dated June 14, 2000.

Microsoft Corporation Master License Agreement For Beta Products between 3DO and Microsoft Corporation dated June 14, 2000.

SMSG Software License Agreement between SMSG, Inc. (formerly 3DO) and RSA Data Security, Inc. dated January 17, 1992.

Consulting Agreement between 3DO and Scott Steinberg dated June 27, 2000.

Indemnity Agreement between 3DO and Musicland Retail, Inc. dated July 16, 1996.

Information Provider Agreement between 3DO and America Online, Inc. dated December 5, 1994.

Agreement between 3DO and Hasbro Interactive Direct Limited dated October 9, 2000.

OEM License Agreement between 3DO and Netscape Communications Corp. dated August 19, 1996.

ASIC Design and Product Purchase Agreement between 3DO and IBM Corp. dated June 28, 1996.

Semiconductor Manufacturing and Sale Agreement between 3DO and AT&T Corp. (acting through its AT&T Microelectronics Business Unit) undated.

Limited Use Agreement between 3DO and Associated Production Music LLC dated December 17, 2002.

General Agreement between 3DO and Megatrax Production Music, Inc. dated March 1, 1999.

Game Engine License between 3DO and Monolith Productions, Inc. dated July 7, 1999, amended August 6, 1999 and May 17, 2000.

Miles Sound System MPEG-Layer 3 Agreement Addendum between 3DO and RAD Game Tools, Inc. dated May 25, 1999.

One Site BinkPlay Executable Redistribution License Agreement between 3DO and RAD Game Tools, Inc. dated May 25, 1999.

Development Tools Agreement for the Microsoft Software Development Kit between 3DO and Microsoft Corp. dated April 13, 1999.

Distributor Agreement between 3DO and Merisel Americas dated October 11, 1996.

End User License Agreement for Microsoft Software between 3DO and Microsoft Corp., shrink-wrap. Exhibit B to the Designed for Microsoft Windows 95 Logo License Agreement between New World Computing and Microsoft Corp. dated September 9, 1996. agreement effective August 13, 1996.

First Amendment to the Confidential License Agreement for Game Boy, Game Boy Color and Game Boy Pocket Handheld Video Game Systems between 3DO and Nintendo of America dated January 17, 2003.

First Renewal License Agreement for Game Boy and Game Boy Color Video Game System between 3DO and Nintendo Co., Ltd. dated January 28, 2003, addendum dated July 24, 2002.

First Renewal License Agreement for Nintendo 64 Video Game System between 3DO and Nintendo Co., Ltd. dated March 20, 2003.

Heads of Agreement between 3DO and Virgin Interactive Entertainment Espana, S.A. dated December 21, 1999.

Letter of Agreement between 3DO and Cooper Schell dated April 11, 2001.

Letter of Intent between 3DO and Microsoft dated January 29, 1999.

License Agreement between 3DO and Simgraphics Engineering dated July 1, 1994.

License Agreement for Game Boy and Game Boy Color Video Game System between 3DO and Nintendo Co., Ltd., dated January 28, 2000.

License Agreement for Nintendo 64 Video Game System between 3DO and Nintendo Co., Ltd. dated November 25, 1999.

Memorandum of Understanding between 3DO and Microsoft Corp. dated August 28, 1996.

Microsoft Open License Agreement between Microsoft and 3DO dated June 27, 1997.

MSN Game Zone Marketing Agreement between 3DO and Microsoft Corp. dated April 27, 2000.

Nintendo Gamecube Development Tools User Agreement between 3DO and Nintendo America Inc. dated January 31, 2002.

Development Tools Agreement between 3DO and Sega dated April 13, 1999.

SCHEDULES OF PURCHASED ASSETS

SCHEDULE D

TRANSFERRED INTELLECTUAL PROPERTY

All Intellectual Property rights of or concerning each of the Titles owned by Seller and/or any of its Affiliates (as applicable), and all Intellectual Property rights which Seller and/or any of its Affiliates may ever be deemed to have owned with respect to the Titles, in the United States of America and in all other countries and territories of the world, including without limitation, any and all Intellectual Property Agreements as described in clause (ii) of the definition of "Intellectual Property Agreements (but specifically excluding any Intellectual Property rights that are licensed to Buyer as expressly set forth in this Agreement).

SCHEDULES OF PURCHASED ASSETS

SCHEDULE E

EXCLUDED ASSETS

The Multiple Title Agreements set forth under Schedule 2.1(a) are Excluded Assets only to the extent that the rights and obligations under such Multiple Title Agreements do not relate to the Titles.

Agreement of Intent to Enter Third Party Licensing Agreement between 3DO and Sony Computer Entertainment America Inc. dated August 26, 1999.

Development Tool Agreement between 3DO and Sony Computer Entertainment America dated March 13, 1997, amended May 11, 1998.

Development Tool Agreement between New World Computing and Sony Computer Entertainment America dated September 11, 1995.

Amendment Permitting Use of Authorized Third Party Tools between 3DO and Sony Computer Entertainment America dated March 13, 1997.

Development Tool Agreement, between 3DO and Sony Computer Entertainment America dated September 11, 1995.

Licensed Publisher Agreement between 3DO and Sony Computer Entertainment America Inc. dated March 13, 2001.

Material Loan Agreement between 3DO and Sony Computer Entertainment America dated March 7, 1999.

Microsoft Corp. XBOX Development Kit License between 3DO and Microsoft Corp. dated April 26, 2002.

Xbox(tm) Live Distribution Amendment to the Xbox(tm) Publisher Licensing Agreement, dated February 6, 2003

PlayStation 2 CD-ROM/DVD-ROM Licensed Publisher Agreement, between 3DO and Sony Computer Entertainment America dated April 1, 2000, amended November 1, 2000.

Playstation 2 Development System Agreement between 3DO and Sony Computer Entertainment America Inc. dated December 13, 1999.

PlayStation 2 Development Systems Agreement, between 3DO and Sony Computer Entertainment America Inc. dated December 1, 1999.

Playstation 2 Licensed Publisher Agreement between 3DO Europe Limited and Sony Computer Entertainment Europe Limited dated December 13, 2000.

PlayStation Licensed Publisher Agreement between 3DO and Sony Computer Entertainment Europe Limited dated June 16, 1999.

Sony PlayStation License Agreement between 3DO and Sony Computer Entertainment America dated February 28, 1997.

Sony PlayStation License Agreement between 3DO and Sony Computer Entertainment America Inc. dated March 13, 1997, amended April 1, 2000.

Sony PlayStation License Agreement between New World Computing and Sony Computer Entertainment America dated September 11, 1995.

Sony PlayStation License Agreement, between 3DO and Sony Computer Entertainment America dated September 11, 1995.

XBOX Publisher License Agreement between 3DO and Microsoft Corp. dated July 22, 2002, but amendments state that the effective date is July 8, 2002, amended November 1, 2002, January 31, 2003, February 6, 2003 and March 1, 2003.

SCHEDULES OF PURCHASED ASSETS

SCHEDULE F

EXCLUDED ASSETS
Related to the Titles

~~[Anything to be added here?]~~

SCHEDULES OF PURCHASED ASSETS

SCHEDULE G

POTENTIAL ASSUMED AGREEMENTS

1. All confidentiality, non-disclosure, invention secrecy, non-competition and non-solicitation agreements primarily related to the Titles.
2. All contracts, agreements, personal property leases, commitments, understandings or instruments primarily related to the Titles, including the Intellectual Property Agreements, and which have not previously been disclosed to Buyer, but excluding any Multiple Title Agreements.

SCHEDULES OF PURCHASED ASSETS

SCHEDULE H

CONFLICTS

[Not Applicable]

ASSET PURCHASE AGREEMENT EXHIBITS

EXHIBIT I

FORM OF ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into this 21 day of February, 2005, by and between The 3DO Company, a California corporation, The 3DO Company, a Delaware corporation, 3DO Europe Limited, a corporation organized under the laws of the United Kingdom, and Studio 3DO K.K., a corporation organized under the laws of Japan (hereinafter collectively referred to as "Assignor"), and James Alan Cook, an individual (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of _____, 2005 (hereinafter referred to as the "Purchase Agreement"), by and between Assignee and Assignor, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee certain intangible personal property included in the Purchased Assets and the Assumed Agreements (as such terms are defined in the Purchase Agreement) (collectively hereinafter referred to as the "Assumed Assets") and Assignee has agreed to assume and become responsible for the Assumed Liabilities:

NOW, THEREFORE, in consideration of the transactions and mutual covenants set forth in the Purchase Agreement, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all of the rights, title and interests of Assignor in, to and under the Assumed Assets (including, without limitation, any and all rights, title and interests of or concerning the Assumed Assets that Assignor ever had or may ever be deemed to have had in the United States of America and in all other countries and territories of the world.

2. Assignee hereby assumes and becomes responsible for the Assumed Liabilities.

3. Assignee shall not assume or pay any debts, obligations or liabilities of any kind or nature (fixed or contingent, known or unknown, suspected or unsuspected, anticipated or unanticipated) of Assignor, except as expressly set forth in Section 2.4 of the Purchase Agreement.

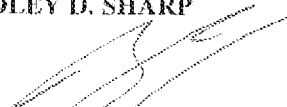
4. This Agreement shall be governed by and shall be construed and enforced in accordance with the internal laws of the State of California without regard to conflict-of-laws principles including all matters of construction, validity and performance.

5. Assignor and Assignee each agree that it will, at the request of the other party, make, execute and deliver all other and further instruments, assignments, transfers and assurances, and do such further acts as may be reasonably requested by the other party to give effect to the provisions set forth herein.

6. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BRADLEY D. SHARP

By: 

Bradley D. Sharp

Chapter 7 Trustee of
The 3DO Company, a Delaware corporation and
The 3DO Company, a California corporation

JAMES ALAN COOK

By: 

James Alan Cook

**ASSET PURCHASE AGREEMENT EXHIBITS
EXHIBIT 2**

FORM OF BILL OF SALE AGREEMENT

BILL OF SALE

For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by and subject to that certain Asset Purchase Agreement dated as of 2-18, 2005 (hereinafter referred to as the "Purchase Agreement"), by and between The 3DO Company, a California corporation, The 3DO Company, a Delaware corporation, 3DO Europe Limited, a corporation organized under the laws of the United Kingdom, and Studio 3DO K.K., a corporation organized under the laws of Japan (hereinafter collectively referred to as "Seller") and James Alan Cook, an individual ("Buyer"), Seller hereby sells, transfers, assigns, conveys, grants and delivers to Buyer all of Seller's rights, title and interests in and to all of the Purchased Assets.

IT IS AGREED AND UNDERSTOOD BY AND BETWEEN BUYER AND SELLER THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PURCHASED ASSETS ON THE TERMS SET FORTH IN THE PURCHASE AGREEMENT.

Seller agrees that it will at any time and from time to time, at the written request of Buyer, execute and deliver to Buyer all other and further instruments reasonably necessary to vest in Buyer all of Seller's

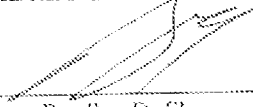
title, rights and interests in and to any and all of the Purchased Assets, including, without limitation, any and all rights, title and interests of or concerning the Purchased Assets that Assignor ever had or may ever be deemed to have had in the United States of America and in all other countries and territories of the world.

This Bill of Sale shall be governed by and shall be construed and enforced in accordance with the internal laws of the State of California without regard to conflict-of-laws principles including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Seller has caused the undersigned duly authorized signatory to execute this Bill of Sale this 10th day of May, 2005-2006

BRADLEY D. SHARP

By: _____


Bradley D. Sharp
Chapter 7 Trustee of
The 3DO Company, a Delaware corporation and
The 3DO Company, a California corporation

ASSET PURCHASE AGREEMENT EXHIBITS

EXHIBIT 3

FORM OF SALE ORDER

Form of order to be agreed upon by the parties.

ASSET PURCHASE AGREEMENT EXHIBITS

EXHIBIT 4

FORM OF LICENSED DATA LICENSE

DATA LICENSE AGREEMENT

This DATA LICENSE AGREEMENT (the "Agreement") is made and entered into as of this 18 day of February, 2005 (the "Effective Date") by and among The 3DO Company, a Delaware corporation, The 3DO Company, a California corporation, 3DO Europe Limited, a corporation organized under the laws of the United Kingdom, and Studio 3DO K.K., a corporation organized under the laws of Japan (collectively, the "Licensor"), on the one hand, and James Alan Cook, an individual ("Licensee"), on the other hand.

RECITALS

WHEREAS, Licensor and Licensee have entered into that certain Asset Purchase Agreement effective as of even date ("Asset Purchase Agreement"), which provides for, among other things, the purchase by Licensee of certain of Licensor's assets; and

WHEREAS, as part of the foregoing, the parties desire for Licensor to license certain data rights to Licensee;

NOW, THEREFOR, in consideration of the mutual promises of the parties, and other good and valuable consideration, it is agreed by and between the parties as follows:

ARTICLE 1

DEFINITIONS

All capitalized terms not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement. For the purpose of this Agreement the following capitalized terms are defined in this Article 1 and shall have the meanings specified herein:

1.1 CONFIDENTIALITY AGREEMENT. "Confidentiality Agreement" means the Confidentiality Agreement by and between Licensor and Licensee, dated _____, 2004, as amended from time to time.

1.2 DATA. "Data" means operating data, files, general records, customer lists, employee records, correspondence and other written records, but excluding: (i) any materials containing privileged communications or information about employees, disclosure of which would violate any confidentiality agreement with such employee or any policy of Licensor regarding privacy of such information, (ii) any materials which are subject to attorney-client or any other legal privilege, and (iii) Licensor's corporate minute books and stockholder records.

1.4 DATABASE RIGHTS. "Database Rights" means any and all rights in, or with respect to, Data under the laws of the United States and any and all other jurisdictions.

1.5 LICENSED DATA. "Licensed Data" means the Data owned by Licensor to the extent relating to the Titles and/or the Purchased Assets, including, without limitation, the Data set forth in Exhibit A, attached hereto.

1.6 PERSON. "Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, and a governmental entity or any department, agency or political subdivision thereof.

1.7 PURCHASED ASSETS. "Purchased Assets" has the meaning set forth in the Asset Purchase Agreement.

1.8 TITLES. "Titles" has the meaning set forth in the Asset Purchase Agreement.

ARTICLE 2

OWNERSHIP

The parties hereby acknowledge and agree that Licensor retains all right, title and interest in and to the Licensed Data.

ARTICLE 3

LICENSES AND RIGHTS

3.1 LICENSE.

(a) Licensor hereby grants to Licensee a nonexclusive, worldwide, royalty-free, perpetual license under all of Licensor's Database Rights in and to the Licensed Data and any derivative products and works based thereupon or derived therefrom, to extract Data from the Licensed Data and to use, re-utilize and otherwise exploit such Data and any derivative thereof, solely in connection with the marketing, sale, lease, rental, licensing, distribution and other such exploitation of the Titles, the preparation, creation and development of any modifications and enhancements to the Titles and of any derivative works, products and services based thereupon or otherwise derived therefrom, and the marketing, sale, distribution, and other such use and/or exploitation of any and all such derivative works, products and services, or otherwise in the operation of Licensee's business. The foregoing license shall be subject to applicable law, regulation and the terms of any agreements and privacy policies pursuant to which such Licensed Data was originally provided to Licensor.

(b) Licensee may grant sublicenses solely within the scope of the foregoing license and subject to any and all of the restrictions thereto.

ARTICLE 4

CONFIDENTIALITY

The terms of the Asset Purchase Agreement and the Confidentiality Agreement between the parties shall apply to any Confidential Information (as defined in the Confidentiality Agreement) that is the subject matter of this Agreement. Licensee agrees not to disclose any such Confidential Information except as permitted by the Confidentiality Agreement or as otherwise required or permitted by applicable law.

ARTICLE 5

NO TERMINATION

Each party acknowledges and agrees that its remedy for breach by the other party of any provision hereof shall be to bring a claim to recover damages subject to the limits set forth in this Agreement and to seek any other appropriate equitable relief, other than termination of this Agreement. For the avoidance of doubt, the parties intend that this Agreement shall continue in perpetuity.

ARTICLE 6

LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES OR LOST PROFITS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) ARISING IN ANY WAY OUT OF THIS AGREEMENT, WHETHER OR NOT EITHER PARTY HAS WARNED OR BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

Section 7.1 Authority Relative to this Agreement. Subject to the applicable provisions of the Bankruptcy Code and the approval of this Agreement by the Bankruptcy Court, Licensor hereby represents and warrants that Licensor has all corporate power to execute and deliver this Agreement and to grant Licensee the above-referenced license rights with respect to the Licensed Data, and, upon entry and effectiveness of the Sale Order, will have all corporate authority necessary to consummate the transactions contemplated hereby.

Section 7.2 Authority Relative to this Agreement. Licensee hereby represents and warrants that Licensee has all requisite power and authority necessary to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

ARTICLE 8

MISCELLANEOUS PROVISIONS

8.1 **DISCLAIMER. LICENSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN FOR THE LIMITED WARRANTIES EXPRESSLY SET FORTH ABOVE, LICENSOR MAKES NO REPRESENTATIONS OR EXTENDS ANY OTHER WARRANTIES WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE LICENSED DATE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ENFORCEABILITY OR NON-INFRINGEMENT.**

8.2 **NO IMPLIED LICENSES.** Nothing contained in this Agreement shall be construed as conferring any rights by implication, estoppel or otherwise, under any intellectual property right, other than the rights expressly granted in this Agreement with respect to the Licensed Data. Neither party is required hereunder to furnish or disclose to the other party any technical or other information, except as specifically provided herein.

~~8.3~~ **NO OTHER OBLIGATIONS.** NEITHER PARTY ASSUMES ANY RESPONSIBILITIES OR OBLIGATIONS WHATSOEVER, OTHER THAN THE RESPONSIBILITIES AND OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY SEPARATE WRITTEN AGREEMENT BETWEEN THE PARTIES. Without limiting the generality of the foregoing, Licensor shall not be obligated under this Agreement to provide any technical assistance.

8.4 ENTIRE AGREEMENT. This Agreement, the Asset Purchase Agreement and the other agreements and the Exhibits and Schedules referenced or attached hereto and thereto constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and shall supersede all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter hereof and thereof.

8.5 GOVERNING LAW. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California, excluding its conflict of law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods. The Superior Court of Santa Clara County and/or the United States District Court for the Northern District of California shall have jurisdiction and venue over all disputes between the parties.

8.6 DESCRIPTIVE HEADINGS. The headings contained in this Agreement, in any Exhibit or Schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any capitalized term used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning assigned to such term in this Agreement. When a reference is made in this Agreement to an Article or a Section, Exhibit or Schedule, such reference shall be to an Article or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated.

8.7 NOTICES. Notices, offers, requests or other communications required or permitted to be given by either party pursuant to the terms of this Agreement shall be given in writing to the respective parties to the address as the party to whom notice is given may have previously furnished to the other in writing as provided herein. Any notice involving non-performance or renewal shall be sent by hand delivery, recognized overnight courier or, within the United States, may also be sent via certified mail, return receipt requested. All other notices may also be sent by fax, confirmed by first class mail. All notices shall be deemed to have been given and received on the earlier of actual delivery or three (3) days from the date of postmark.

8.8 ASSIGNABILITY. Either party may assign this Agreement without the consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

8.9 SEVERABILITY. If any term or other provision of this Agreement is determined by a court, administrative agency or arbitrator to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

8.19 FAILURE OR INDULGENCE NOT WAIVER; REMEDIES CUMULATIVE. No failure or delay on the part of either party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available to either party hereunder or otherwise at law or in equity.

8.11 AMENDMENT. No change or amendment will be made to this Agreement except by an instrument in writing signed on behalf of each of the parties to such agreement.

8.12 COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

LICENSOR:

BRADLEY D. SHARP

By: 

Bradley D. Sharp
Chapter 7 Trustee of
The 3DO Company, a Delaware corporation and
The 3DO Company, a California corporation

LICENSEE:

JAMES ALAN COOK:

By: 

James Alan Cook

ASSET PURCHASE AGREEMENT EXHIBITS

EXHIBIT 5

FORM OF LICENSED TECHNOLOGY LICENSE

TECHNOLOGY AND PATENT LICENSE AGREEMENT

THIS TECHNOLOGY AND PATENT LICENSE AGREEMENT (the "Agreement") is made and entered into as of this 6th day of February, 2005 (the "Effective Date") by and among The 3DO Company, a Delaware corporation, The 3DO Company, a California corporation, 3DO Europe Limited, a corporation organized under the laws of the United Kingdom, and Studio 3DO K.K., a corporation organized under the laws of Japan (collectively, the "Licensor"), on the one hand, and James Alan Cook, an individual ("Licensee"), on the other hand.

RECITALS

WHEREAS, Licensor and Licensee have entered into that certain Asset Purchase Agreement effective as of even date ("Asset Purchase Agreement"), which provides for, among other things, the purchase by Licensee of certain of Licensor's assets; and

WHEREAS, as part of the foregoing, the parties desire for Licensor to license certain technology, in addition to rights under patents of or concerning certain inventions and other technology, to Licensee.

NOW, THEREFOR, in consideration of the mutual promises of the parties, and other good and valuable consideration, it is agreed by and between the parties as follows:

ARTICLE I

DEFINITIONS

All capitalized terms not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement. For the purpose of this Agreement the following capitalized terms are defined in this Article I and shall have the meanings specified herein:

1.1 CONFIDENTIALITY AGREEMENT. "Confidentiality Agreement" means the Confidentiality Agreement by and between Licensor and Licensee, dated _____, 2004, as amended from time to time.

1.2 COPYRIGHTS. "Copyrights" means (i) any copyright in any original works of authorship fixed in any tangible medium of expression as set forth in 17 U.S.C. Section 101 et. seq., whether registered or unregistered, including any applications for registration thereof, (ii) any corresponding foreign copyrights under the laws of any and all other jurisdictions, in each case, whether registered or unregistered, and any applications for registration thereof, and (iii) moral rights under the laws of any and all jurisdictions.

1.3 INVENTION DISCLOSURE. "Invention Disclosure" means a disclosure of an invention (i) written for the purpose of allowing legal and business people to determine whether to file a Patent application with respect to such invention, and (ii) recorded with a control number in the owning party's records.

1.4 LICENSED PATENT. "Licensed Patent" means:

- (a) Patents, Patent applications and Invention Disclosures that relate to the Titles (or any portion thereof), including, without limitation, such items as are set forth in Exhibit B, attached hereto;
- (b) Patent applications filed on the foregoing Invention Disclosures described in Section 1.4 (a);
- (c) continuations, continuations-in-part, divisions and substitutions of any of the foregoing Patent applications described in Sections 1.4(a) and (b);
- (d) Patents which may issue on any of the foregoing Patent applications described in Sections 1.4 (a)-(c);
- (e) renewals, reissues, reexaminations and extensions of the foregoing Patents described in Sections 1.4 (a) and (d); and
- (f) foreign Patent applications and Patents that are counterparts of any of the foregoing Patent applications or Patents described in Sections 1.4(a)-(e), including any Patent application or Patent to the extent that it claims priority from any of the foregoing Patent applications or Patents described in Sections 1.4(a)-(e).

1.5 **LICENSED TECHNOLOGY.** "Licensed Technology" means (i) all development tools, game engines, software libraries and other computer programs (in source code and object code format), inventions, know-how or technology owned by Licensor that is related to or used in development, manufacture or distribution of the Titles, including, without limitation, as set forth in Exhibit A, attached hereto, and (ii) all graphics, bit maps, sprite and/or moving object definitions, backgrounds, layouts, or other forms of visual artwork, and all sounds, music and any other audio cues or aural representations owned by Licensor, including, without limitation, as set forth in Exhibit A, attached hereto, each as may be used in multiple titles including the Titles, but excluding any elements that are primarily associated with any Licensed Brand or the Licensed Tradenames (each as defined in the Asset Purchase Agreement or any schedule or exhibit thereto). The term Licensed Technology includes Copyrights, Mask Work Rights, trade secrets and any other intellectual property right, but expressly does not include (i) any trademark, trade name, trade dress or service mark, or applications for registration thereof or (ii) any Patents or applications therefor, but does include trade secret rights in and to inventions disclosed in such Patent applications and/or any Invention Disclosures.

1.6 **MASK WORK RIGHTS.** "Mask Work Rights" means (i) any rights in mask works, as defined in 17 U.S.C. Section 901, whether registered or unregistered, including applications for registration thereof, and (ii) any foreign rights in semiconductor topologies under the laws of any and all jurisdictions, whether registered or unregistered, including applications for registration thereof.

1.7 **PATENTS.** "Patents" means patents, utility models, design patents, design registrations, certificates of invention and other governmental grants for the protection of inventions or industrial designs anywhere in the world and all reissues, renewals, re-examinations and extensions of any of the foregoing.

1.8 **PERSON.** "Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, and a governmental entity or any department, agency or political subdivision thereof.

1.9 **TITLES.** "Titles" has the meaning set forth in the Asset Purchase Agreement.

ARTICLE 2

OWNERSHIP

The parties hereby acknowledge and agree that Licensor retains all right, title and interest in and to the Licensed Technology.

ARTICLE 3

LICENSES AND RIGHTS

3.1 **TECHNOLOGY LICENSE.** Licensor hereby grants to Licensee a nonexclusive, worldwide, royalty-free, perpetual license of all of Licensor's intellectual property rights in and to the Licensed Technology and derivative products and works based thereupon or derived therefrom, to use and otherwise exploit the Licensed Technology and any derivative thereof, solely in connection with the development, manufacture, marketing, sale, lease, rental, licensing, distribution and/or other such exploitation of the Titles and any interactive entertainment products that constitute conversions of the Titles to other interactive platforms (in any and all formats, media and technologies) or sequels to or other such derivatives of any of the Titles, and the preparation, creation and development of any modifications and enhancements to the Titles and of any derivative works, products and services based thereupon or otherwise derived therefrom, and the development, manufacture, marketing, sale, lease, rental, licensing, distribution, and other such use and/or exploitation of any and all such derivative works, products and services.

3.2 **PATENT LICENSES.** Licensor hereby grants to Licensee, under the Licensed Patent, a nonexclusive, worldwide, royalty-free license to make (including the right to practice methods, processes and procedures), have made, lease, license, rent, sell, offer for sale, import, export, distribute, and otherwise use and/or exploit the Titles and any and all derivative works, products and/or services based thereupon or derived therefrom. Nothing contained in this Agreement shall be construed as conferring to Licensee by implication, estoppel or otherwise any license or right under any other patent or applications therefor (other than the Licensed Patent) whether or not the exercise of any right herein granted necessarily employs an invention of any existing or later issued patent.

3.3 **SUBLICENSES.** Licensee may grant sublicenses solely within the scope of the foregoing licenses and subject to any and all of the restrictions applicable thereto.

ARTICLE 4

CONFIDENTIALITY

The terms of the Asset Purchase Agreement and the Confidentiality Agreement between the parties shall apply to any Confidential Information (as defined in the Confidentiality Agreement) that is the subject matter of this Agreement.

ARTICLE 5

NO TERMINATION

Each party acknowledges and agrees that its remedy for breach by the other party of any provision hereof shall be to bring a claim to recover damages subject to the limits set forth in this Agreement and to seek any other appropriate equitable relief, other than termination of this Agreement. For the avoidance of doubt, the parties intend that this Agreement shall continue in perpetuity.

ARTICLE 6

LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES OR LOST PROFITS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) ARISING IN ANY WAY OUT OF THIS AGREEMENT, WHETHER OR NOT EITHER PARTY HAS WARNED OR BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

Section 7.1 Authority Relative to this Agreement. Subject to the applicable provisions of the Bankruptcy Code and the approval of this Agreement by the Bankruptcy Court, Licensor hereby represents and warrants that Licensor has all corporate power to execute and deliver this Agreement and to grant Licensee the above-referenced license rights with respect to the Licensed Technology, and, upon entry and effectiveness of the Sale Order, will have all corporate authority necessary to consummate the transactions contemplated hereby.

Section 7.2 Authority Relative to this Agreement. Licensee hereby represents and warrants that Licensee has all requisite power and authority necessary to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

ARTICLE 8

MISCELLANEOUS PROVISIONS

8.1 **DISCLAIMER. LICENSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN FOR THE LIMITED WARRANTIES EXPRESSLY SET FORTH ABOVE, LICENSOR MAKES NO REPRESENTATIONS OR EXTENDS ANY OTHER WARRANTIES WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE LICENSED TECHNOLOGY OR THE LICENSED PATENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ENFORCEABILITY OR NON-INFRINGEMENT.**

8.2 **NO IMPLIED LICENSES.** Nothing contained in this Agreement shall be construed as conferring any rights by implication, estoppel or otherwise, under any intellectual property right, other than the rights expressly granted in this Agreement with respect to the Licensed Technology or Licensed Patent. Neither party is required hereunder to furnish or disclose to the other party any technical or other information, except as specifically provided herein.

8.3 **NO OTHER OBLIGATIONS. NEITHER PARTY ASSUMES ANY RESPONSIBILITIES OR OBLIGATIONS WHATSOEVER, OTHER THAN THE RESPONSIBILITIES AND OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY SEPARATE WRITTEN AGREEMENT BETWEEN THE PARTIES.** Without limiting the generality of the foregoing, Licensor shall not be obligated under this Agreement to provide any technical assistance.

8.4 **ENTIRE AGREEMENT.** This Agreement, the Asset Purchase Agreement and the other agreements and the Exhibits and Schedules referenced or attached hereto and thereto constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and shall supersede all

prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter hereof and thereof.

8.5 **GOVERNING LAW.** This Agreement shall be construed in accordance with and all Disputes hereunder shall be governed by the laws of the State of California, excluding its conflict of law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods. The Superior Court of Santa Clara County and/or the United States District Court for the Northern District of California shall have jurisdiction and venue over all Disputes between the parties that are permitted to be brought in a court of law pursuant to Article 6, above.

8.6 **DESCRIPTIVE HEADINGS.** The headings contained in this Agreement, in any Exhibit or Schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any capitalized term used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning assigned to such term in this Agreement. When a reference is made in this Agreement to an Article or a Section, Exhibit or Schedule, such reference shall be to an Article or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated.

8.7 **NOTICES.** Notices, offers, requests or other communications required or permitted to be given by either party pursuant to the terms of this Agreement shall be given in writing to the respective parties to the address as the party to whom notice is given may have previously furnished to the other in writing as provided herein. Any notice involving non-performance or renewal shall be sent by hand delivery, recognized overnight courier or, within the United States, may also be sent via certified mail, return receipt requested. All other notices may also be sent by fax, confirmed by first class mail. All notices shall be deemed to have been given and received on the earlier of actual delivery or three (3) days from the date of postmark.

8.8 **ASSIGNABILITY.** Either party may assign this Agreement without the consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties and their successors and assigns.

8.9 **SEVERABILITY.** If any term or other provision of this Agreement is determined by a court, administrative agency or arbitrator to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

8.10 **FAILURE OR INDULGENCE NOT WAIVER; REMEDIES CUMULATIVE.** No failure or delay on the part of either party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available to either party hereunder or otherwise at law or in equity.

8.11 **AMENDMENT.** No change or amendment will be made to this Agreement except by an instrument in writing signed on behalf of each of the parties to such agreement.

8.12 **COUNTERPARTS.** This Agreement, including the Ancillary Agreements and the Exhibits and Schedules hereto and thereto and the other documents referred to herein or therein, may be executed in counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

LICENSOR:

BRADLEY D. SHARP

By: 

Bradley D. Sharp
Chapter 7 Trustee of
The 3DO Company, a Delaware corporation and
The 3DO Company, a California corporation

LICENSEE:

JAMES ALAN COOK

By: 

James Alan Cook

ASSET PURCHASE AGREEMENT EXHIBITS

EXHIBIT 6

FORM OF LICENSED TRADENAMES LICENSE

TRADENAMES LICENSE AGREEMENT

This TRADENAMES LICENSE AGREEMENT (the "Agreement") is made and entered into as of this 18 day of February, 2005 (the "Effective Date") by and among The 3DO Company, a Delaware corporation, The 3DO Company, a California corporation, 3DO Europe Limited, a corporation organized under the laws of the United Kingdom, and Studio 3DO K.K., a corporation organized under the laws of Japan (collectively, the "Licensor"), on the one hand, and James Alan Cook, an individual ("Licensee"), on the other hand.

RECITALS

WHEREAS, Licensor and Licensee have entered into that certain Asset Purchase Agreement effective as of even date ("Asset Purchase Agreement"), which provides for, among other things, the purchase by Licensee of certain of Licensor's assets; and

WHEREAS, as part of the foregoing, the parties desire for Licensor to license certain trade names, trademarks, logos and/or service marks to Licensee.

NOW, THEREFOR, in consideration of the mutual promises of the parties, and other good and valuable consideration, it is agreed by and between the parties as follows:

ARTICLE 1

DEFINITIONS

All capitalized terms not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement. For the purpose of this Agreement, the following capitalized terms are defined in this Article 1 and shall have the meanings specified herein:

1.1 COLLATERAL MATERIALS. "Collateral Materials" means all packaging, tags, labels, advertising, promotions, display fixtures, user manuals, instructions, warranties and other materials of any and all types associated with Products that are marked with at least one of the Licensed Tradenames.

1.2 INVENTORY. "Inventory" means Products that are existing, manufactured and ready to distribute as of the Effective Date, as well as Products to be manufactured or in process pursuant to orders pending as of the Effective Date.

1.3 LICENSED TRADENAMES. "Licensed Tradenames" means those trademarks, trademark applications, trade names, corporate or other names, logos, commercial symbols and any graphic, audiovisual and sound elements related thereto, owned by Licensor and used in the Titles but associated primarily with Licensor's Business (as distinguished from the Titles).

1.4 MARK. "Mark" means any trademark, service mark, trade name, domain name, and the like, or other word, name, symbol or device, or any combination thereof, used or intended to be used by a Person to identify and distinguish the products or services of that Person from the products or services of others and to indicate the source of such goods or services, including without limitation all registrations and applications therefor throughout the world and all common law and other rights therein throughout the world.

1.5 PERSON. "Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, and a governmental entity or any department, agency or political subdivision thereof.

1.6 PRODUCTS. "Products" means products embodying the Titles and Collateral Materials directly related to the Titles.

1.7 QUALITY STANDARDS. "Quality Standards" means the standards of quality applicable to Products immediately prior to the Effective Date, unless otherwise communicated in writing by Licensee from time to time.

1.8 TITLES. "Titles" has the meaning set forth in the Asset Purchase Agreement.

1.9 TRADEMARK USAGE GUIDELINES. "Trademark Usage Guidelines" means the guidelines for proper usage of the Licensed Tradenames, as in use immediately prior to the Effective Date, as such guidelines may be revised and updated in writing by Licensor from time to time.

ARTICLE 2

LICENSES

2.1 LICENSE GRANT. Commencing on the Effective Date, Licensor grants to Licensee a nonexclusive, worldwide, royalty-free license until for a period expiring five (5) years after the Effective Date to reproduce, publicly display, publicly perform, and otherwise use and/or exploit the Licensed Tradenames solely on or in connection with the Titles and/or any Products resulting therefrom, but only if and to the extent the Licensed Tradenames are used in, on or in connection with the Titles or related Collateral Materials, and solely in the same manner as the Licensed Tradenames were used prior to the Effective Date.

2.2 LICENSE RESTRICTIONS.

(a) Licensee may not make any use whatsoever, in whole or in part, of the Licensed Tradenames, or any other Mark owned by Licensor, in connection with its corporate, doing business as, or fictitious name, or on any corporate identity materials without Licensor's prior written consent.

(c) Other than as permitted herein, Licensor may not use any Licensed Tradenames in direct association with another Mark such that the two Marks appear to be a single Mark or in any other composite manner with any Marks of Licensor or any third party.

(c) In all respects, Licensee's usage of the Licensed Tradenames pursuant to the license granted hereunder shall be in a manner consistent with the high standards, reputation and prestige represented by the Licensed Tradenames, and any usage by such party that is inconsistent with the foregoing shall be deemed to be outside the scope of the license granted hereunder. As a condition to the license granted hereunder, Licensee shall at all times present, position and promote the Products or Titles that are marked with one or more of the Licensed Tradenames in a manner consistent with the high standards and prestige represented by the Licensed Tradenames.

2.3 LICENSEE UNDERTAKINGS. As a condition to the licenses granted hereunder, Licensee undertakes to Licensor that:

(a) Licensee shall not use the Licensed Tradenames (or any other Mark of Licensor) in any manner which is deceptive or misleading, which ridicules or is derogatory to the Licensed Tradenames, or which compromises or reflects unfavorably upon the goodwill, good name, reputation or image of Licensor, the Licensed Tradenames, or which might jeopardize or limit Licensor's proprietary interest therein.

(b) Licensee shall not use the Licensed Tradenames in connection with any products or services beyond the scope of the licensed granted in Section 2.1, above.

(c) Licensee shall not (i) misrepresent to any Person the scope of its authority under this Agreement, (ii) incur or authorize any expenses or liabilities chargeable to Licensor, or (iii) take any actions that would impose upon Licensor any obligation or liability to a third party other than obligations under this Agreement, or other obligations which such Licensor expressly approves in writing for Licensee to incur on its behalf.

(d) All press releases and corporate advertising and promotions that embody the Licensed Tradenames and messages conveyed thereby shall be consistent with the high standards and prestige represented by the Licensed Tradenames.

2.4 **RESERVATION OF RIGHTS.** Except as otherwise expressly provided in this Agreement, Licensor shall retain all rights in and to the Licensed Tradenames and any other Mark owned by Licensor, including without limitation:

(a) All rights of ownership in and to the Licensed Tradenames and any other Mark owned by Licensor;

(b) The right to use and register the Licensed Tradenames, either alone or in combination with other Marks, in connection with the marketing, offer or provision of any product or service; and

(d) The right to license third parties to use the Licensed Tradenames and/or any other Mark owned by Licensor (provided that any such license shall not grant any rights with respect to the Licensed Tradenames that is inconsistent with any of the license rights herein granted to Licensee).

2.5 **PERMITTED SUBLICENSES.** Subject to the terms and conditions of this Agreement, including all applicable Quality Standards and Trademark Usage Guidelines and other restrictions in this Agreement, Licensee may grant sublicenses to third parties to use the Licensed Tradenames solely within the scope of the licenses granted by Licensor under this Agreement and subject to all the restrictions applicable thereto.

ARTICLE 3

TRADEMARK USAGE GUIDELINES AND QUALITY STANDARDS

3.1 **TRADEMARK USAGE GUIDELINES.** Licensee shall use the Licensed Tradenames only in a manner that is consistent with the Trademark Usage Guidelines. At Licensor's request, Licensee agrees to furnish or make available for inspection samples of, respectively, all Products and Collateral Materials of Licensee that are marked with one or more of the Licensed Tradenames.

3.2 **QUALITY STANDARDS.** Licensee acknowledges that the Titles and Products permitted by this Agreement to be marked with one or more of the Licensed Tradenames must continue to be of sufficiently high quality as to provide protection of the Licensed Tradenames and the goodwill they symbolize, and Licensee further acknowledges that the maintenance of the high quality standards associated with the display or depiction of the Licensed Tradenames in any such Titles or Products is of the essence of this Agreement. Licensee shall use the Licensed Tradenames only on and in connection with Titles and Products that meet or exceed in all respects the Quality Standards. At Licensor's request, Licensee agrees to furnish or make available to Licensor for inspection, as applicable, sample Titles or Products marked with one or more of the Licensed Tradenames.

3.3 **NONCOMPLIANCE.** If the noncompliance with the Trademark Usage Guidelines or failure to meet the Quality Standards remains uncured sixty (60) days after Licensor has provided notice of such noncompliance, then at Licensor's election, Licensor may terminate all or a specified portion of the

licenses and rights granted hereunder. Nothing in this Article 3 shall be deemed to limit Licensee's obligations or to preclude Licensor from exercising any rights or remedies hereunder.

ARTICLE 4

PROTECTION OF LICENSED TRADENAMES

4.1 **OWNERSHIP AND RIGHTS.** To the extent not contrary to applicable law, Licensee agrees not to challenge the ownership or validity of the Licensed Tradenames. Licensee shall not disparage, dilute or adversely affect the validity of the Licensed Tradenames. Licensee's use of the Licensed Tradenames shall inure exclusively to the benefit of Licensor, and Licensee shall not acquire or assert any rights therein. Licensee recognizes the value of the goodwill associated with the Licensed Tradenames, and that the Licensed Tradenames may have acquired secondary meaning in the minds of the public.

4.2 **PROTECTION OF MARKS.** Licensee shall assist Licensor, at Licensor's request and expense, in the procurement and maintenance of Licensor's intellectual property rights in the Licensed Tradenames. Licensee shall not grant or attempt to grant a security interest in the Licensed Tradenames, or to record any such security interest in the United States Patent and Trademark Office or elsewhere, against any trademark application or registration belonging to Licensor. Licensee agrees to execute all documents reasonably requested by Licensor to effect further registration of, maintenance and renewal of the Licensed Tradenames, recordation of the license relationship between the parties, and recordation of Licensee as a registered user. Each party makes no warranty or representation that trademark registrations have been or will be applied for, secured or maintained in the Licensed Tradenames throughout, or anywhere within, the world. Licensee shall cause to appear on all its Titles or Products, and all Collateral Materials, such legends, markings and notices as may be required by applicable law or reasonably requested by Licensor.

4.3 **INFRINGEMENT PROCEEDINGS.** In the event that Licensee learns of any infringement or threatened infringement of the Licensed Tradenames, or any unfair competition, passing-off or dilution with respect to the Licensed Tradenames, Licensee shall notify Licensor or its authorized representative giving particulars thereof, and Licensee shall provide such information (in such manner as is consistent of Licensee's confidentiality obligations and preservation of attorney/client, work product and other privileges) and reasonable cooperation and assistance to Licensor or its authorized representatives, at Licensor's expense, in the event that Licensor decides that proceedings should be commenced. Notwithstanding the foregoing, Licensee is not obligated to monitor or police use of the Licensed Tradenames by third parties. Licensor shall have exclusive control of any litigation, opposition, cancellation or related legal proceedings, relating to the use of the Licensed Tradenames by third parties. The decision whether to bring, maintain or settle any such proceedings shall be at the exclusive option and expense of Licensor, and all recoveries shall belong exclusively to Licensor. Licensee shall not and shall have no right to initiate any such litigation, opposition, cancellation or related legal proceedings in its own name, but, at Licensor's request, agrees that it may be joined as a party in any action taken by Licensor to enforce its rights in the Licensed Tradenames (provided that Licensor agrees to indemnify and hold Licensee and its successors and assigns harmless from and against any claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees and court costs) resulting from or otherwise arising in connection with any such action initiated by Licensor). Licensor shall incur no liability to Licensee or any other Person under any legal theory by reason of Licensor's failure or refusal to prosecute or by Licensor's refusal to permit Licensee to prosecute, any alleged infringement by third parties, nor by reason of any settlement to which Licensor may agree.

ARTICLE 5

TERMINATION

5.1 **TERM.** This Agreement shall remain in effect in perpetuity unless earlier terminated as provided below.

5.2 VOLUNTARY TERMINATION. By written notice to Licensor, Licensee may voluntarily terminate all or a specified portion of the licenses and rights granted to it hereunder by Licensor. Such notice shall specify the effective date of such termination and shall clearly specify any affected Licensed Tradenames, Titles, Products or services.

5.3 OTHER TERMINATION. Licensor may terminate all or a specified portion of the licenses and rights granted hereunder for a material breach of this Agreement or for Licensee's failure to comply with the Trademark Usage Guidelines or meet the Quality Standards, which breach or failure remains uncured for sixty (60) days after the date of receipt of written notice of any such breach.

5.4 SURVIVAL. Any termination of licenses and rights of Licensee under this Article 5 shall not affect Licensee's licenses, rights and obligations with respect to any of the Titles or Products made or sold prior to such termination.

ARTICLE 6

LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES OR LOST PROFITS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) ARISING IN ANY WAY OUT OF THIS AGREEMENT, WHETHER OR NOT EITHER PARTY HAS WARNED OR BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

Section 7.1 Authority Relative to this Agreement. Subject to the applicable provisions of the Bankruptcy Code and the approval of this Agreement by the Bankruptcy Court, Licensor hereby represents and warrants that Licensor has all corporate power to execute and deliver this Agreement and to grant Licensee the above-referenced license rights with respect to the Licensed Tradenames, and, upon entry and effectiveness of the Sale Order, will have all corporate authority necessary to consummate the transactions contemplated hereby.

Section 7.2 Authority Relative to this Agreement. Licensee hereby represents and warrants that Licensee has all requisite power and authority necessary to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

ARTICLE 8

MISCELLANEOUS PROVISIONS

8.1 DISCLAIMER. LICENSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN FOR THE LIMITED WARRANTIES EXPRESSLY SET FORTH ABOVE, LICENSOR DOES NOT MAKE ANY REPRESENTATIONS NOR EXTENDS ANY OTHER WARRANTIES WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE LICENSED TRADENAMES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF VALIDITY, ENFORCEABILITY OR NON-INFRINGEMENT.

8.2 NO IMPLIED LICENSES. Nothing contained in this Agreement shall be construed as conferring any rights by implication, estoppel or otherwise, under any intellectual property right, other than the rights expressly granted in this Agreement with respect to the Licensed Tradenames. Neither party is

required hereunder to furnish or disclose to the other party any information (including copies of registrations of Marks), except as specifically provided herein.

8.3 NO OTHER OBLIGATIONS. NEITHER PARTY ASSUMES ANY RESPONSIBILITIES OR OBLIGATIONS WHATSOEVER, OTHER THAN THE RESPONSIBILITIES AND OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY SEPARATE WRITTEN AGREEMENT BETWEEN THE PARTIES. Without limiting the generality of the foregoing, neither party is obligated to (i) file any application for registration of any Licensed Tradenames or Mark, or to secure any rights in any Licensed Tradenames or Mark, (ii) to maintain any Mark registration, or (iii) provide any assistance, except for the obligations expressly assumed in this Agreement.

8.4 ENTIRE AGREEMENT. This Agreement, the Asset Purchase Agreement and the other agreements and the Exhibits and Schedules referenced or attached hereto and thereto constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and shall supersede all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter hereof and thereof.

8.5 GOVERNING LAW. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California, excluding its conflict of law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods. The Superior Court of Santa Clara County and/or the United States District Court for the Northern District of California shall have jurisdiction and venue over all disputes between the parties.

8.6 DESCRIPTIVE HEADINGS. The headings contained in this Agreement, in any Exhibit or Schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any capitalized term used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning assigned to such term in this Agreement. When a reference is made in this Agreement to an Article or a Section, Exhibit or Schedule, such reference shall be to an Article or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated.

8.7 NOTICES. Notices, offers, requests or other communications required or permitted to be given by either party pursuant to the terms of this Agreement shall be given in writing to the respective parties at such address as the party to whom notice is given may have previously furnished to the other in writing as provided herein. Any notice involving non-performance, termination, or renewal shall be sent by hand delivery, recognized overnight courier or, within the United States, may also be sent via certified mail, return receipt requested. All other notices may also be sent by fax, confirmed by first class mail. All notices shall be deemed to have been given and received on the earlier of actual delivery or three (3) days from the date of postmark.

8.8 ASSIGNABILITY. Either party may assign this Agreement without the consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties and their successors and assigns.

8.9 SEVERABILITY. If any term or other provision of this Agreement is determined by a court, administrative agency or arbitrator to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

8.10 FAILURE OR INDULGENCE NOT WAIVER; REMEDIES CUMULATIVE. No failure or delay on the part of either party hereto in the exercise of any right hereunder shall impair such

right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available to either party hereunder or otherwise at law or in equity.

8.11 AMENDMENT. No change or amendment will be made to this Agreement except by an instrument in writing signed on behalf of each of the parties to such agreement.

8.12 COUNTERPARTS. This Agreement and the Exhibits hereto and thereto and the other documents referred to herein or therein, may be executed in counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

LICENSEE:

JAMES ALAN COOK

By: 
James Alan Cook

LICENSOR:

BRADLEY D. SHARP

By: 
Bradley D. Sharp
Chapter 7 Trustee of
The 3DO Company, a Delaware corporation and
The 3DO Company, a California corporation

Schedule 4.2 Technology License

EXHIBIT A

Licensed Technology

Multi Platform Next Generation code Library

Game Update

EXHIBIT B

Licensed Patents:

U.S. Patent Application No. 10/120904, titled "Fast Approximation to the Spherical Linear Interpolation Function," filed on April 10, 2002