

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atari, Inc.		11/03/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Guggenheim Corporate Funding, LLC
Street Address:	135 East 57th Street, 7th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2483589	40 WINKS
Registration Number:	2759892	BEACH HEAD
Registration Number:	2556985	BEACH HEAD 2000
Registration Number:	2336686	BIGAIR
Registration Number:	2401061	BIRD HUNTER
Registration Number:	2748455	BLENDER BROS.
Registration Number:	2446842	BONEYARDS
Registration Number:	2219494	CAVEDOG
Registration Number:	2219633	
Registration Number:	2641669	DIRT TRACK RACING
Serial Number:	75502036	DEER HUNTER
Registration Number:	2361460	FISHERMAN'S PARADISE
Registration Number:	2517893	GRAND SLAM TURKEY HUNT
Registration Number:	2009337	GT

CH \$865.00 2483589

Registration Number:	3140402	INDIGO PROPHECY
Registration Number:	1710807	LEGEND ENTERTAINMENT
Registration Number:	2765448	MOONBASE COMMANDER
Serial Number:	76269068	MOTOR MAYHEM
Registration Number:	2402984	PROFESSIONAL BASS TOURNAMENT
Registration Number:	2347812	ROCKY MOUNTAIN TROPHY HUNTER
Registration Number:	2917821	SHADOW OPS
Registration Number:	2067376	SHINY ENTERTAINMENT
Registration Number:	2550293	SLAVE ZERO
Registration Number:	2370026	SPORTSMAN'S PARADISE
Registration Number:	2046036	STAR CONTROL
Registration Number:	2043493	TEST DRIVE
Registration Number:	2136279	TOTAL ANNIHILATION
Registration Number:	2234694	TOTAL ANNIHILATION
Registration Number:	1788702	WIZARDWORKS
Serial Number:	78663528	ENEMY IN SIGHT
Serial Number:	78875402	M.O.O.R. - MASSIVELY OPEN ONLINE RACING
Serial Number:	78875405	M.O.O.R.
Serial Number:	76442168	SEASON TICKET
Serial Number:	74134330	WIZARDWORKS

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	19932-13300
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	11/06/2006

Total Attachments: 4

TRADEMARK
REEL: 003422 FRAME: 0481

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EXECUTION COPY

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of November 3, 2006 by and from ATARI, INC., a Delaware corporation (the "Grantor"), to and in favor of GUGGENHEIM CORPORATE FUNDING, LLC, (the "Grantee") for itself and as Administrative Agent for the Lenders (each as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the Grantee and certain other parties have entered into a Credit Agreement dated as of November 3, 2006 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor has entered into a Pledge and Security Agreement dated as of November 3, 2006 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are registered or pending with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

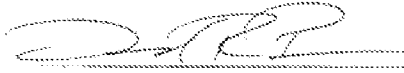
2) The Security Interest.

(a) This Confirmatory Grant is made to secure the performance and payment of all of the Obligations. Upon the payment in full of all of the Obligations (other than contingent indemnification obligations), the Grantee shall promptly execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks granted under this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

ATARI, INC.

By: .....

Name: David R. Peroc.....

Title: President and Chief Executive Officer.....

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

US TRADEMARK REGISTRATIONS

TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
40 WINKS	75859231	29-Nov-99	2483589	28-Aug-01
BEACH HEAD	76332145	30-Oct-01	2759892	2-Sep-03
BEACH HEAD 2000	75914672	10-Feb-00	2556985	2-Apr-02
BIGAIR	75468264	15-Apr-98	2336686	28-Mar-00
BIRD HUNTER	75558574	24-Sep-98	2401061	31-Oct-00
BLENDER BROS	76366125	31-Jan-02	2748455	5-Aug-03
BONEYARDS (Assignment from Humongous Ent. to Atari, Inc. in process)	75591730	10-Nov-98	2446842	24-Apr-01
CAVE DOG	75228012	18-Jan-97	2219494	19-Jan-99
CAVE DOG (Design)	75277657	18-Apr-97	2219633	19-Jan-99
DIRT TRACK RACING	76044170	9-May-00	2641669	29-Oct-02
DEER HUNTER	75502036	15-Jun-98	23-Feb-18	18-Apr-00
FISHERMAN'S PARADISE	75555938	17-Sep-98	2361460	27-Jun-00
GRAND SLAM TURKEY HUNT	75570784	15-Oct-98	2517893	1-Dec-01
GT STYLIZED	74550441	19-Jul-84	2009337	22-Oct-96
INDIGO PROPHECY	78570733	18-Feb-05	3140402	5-Sep-06
LEGEND ENTERTAINMENT	74079386	18-Jul-90	1710807	25-Aug-92
MOONBASE COMMANDER	76408873	16-May-02	2765448	16-Sep-03
MOTOR MAYHEM	76269068	7-Jun-01		
PROFESSIONAL BASS TOURNAMENT	75693447	29-Apr-99	2402984	7-Nov-00
ROCKY MOUNTAIN TROPHY HUNTER	75539139	19-Aug-98	2347812	2-May-00
SHADOW OPS	76518059	6-May-03	2917821	1/11/2005
SHINY ENTERTAINMENT	75975221	4-Mar-94	2067376	3-Jun-97
SLAVE ZERO	75448643	11-Mar-98	2550293	19-Mar-02
SPORTSMAN'S PARADISE	75555224	17-Sep-98	2370026	25-Jul-00
STAR CONTROL	75095591	29-Apr-96	2046036	18-Mar-97
TEST DRIVE	75084691	8-Apr-96	2043493	11-Mar-97
TOTAL ANNIHILATION	75132808	11-Jul-96	2136279	10-Feb-98
TOTAL ANNIHILATION	75132605	11-Jul-96	2234694	23-Mar-99
WIZARDWORKS	74134330	28-Jan-91	1788702	17-Aug-93

US TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION NO.	APPLICATION DATE
ENEMY IN SIGHT	78663528	8-Jul-05
M.O.O.R.	78875402	3-May-06
M.O.O.R. Logo	78875405	3-May-06
SEASON TICKET	76442168	15-Aug-02
WIZARDWORKS	74134330	20-Sep-06

Licensed Trademarks

1. Amended Trademark License Agreement among Borrower, Atari Interactive, Inc. and Infogrames Entertainment S.A., dated September 4, 2003 for use of Atari trademark.