

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
Pandemic Studios, LLC		10/11/2007	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	ELECTRONIC ARTS INC.
Street Address:	209 Redwood Shores Parkway
City:	Redwood City
State/Country:	CALIFORNIA
Postal Code:	94065
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2903760	FULL SPECTRUM WARRIOR
Registration Number:	2588805	PANDEMIC
Registration Number:	2652152	PANDEMIC
Registration Number:	2925404	PANDEMIC
Registration Number:	2652227	PANDEMIC
Registration Number:	2659927	PANDEMIC
Registration Number:	2997323	PANDEMIC
Serial Number:	76653517	BIOWARE/PANDEMIC STUDIOS
Serial Number:	78689913	FULL SPECTRUM WARRIOR: TEN HAMMERS
Serial Number:	78708598	MERCENARIES: WORLD IN FLAMES
Serial Number:	78726347	SABOTEUR

CORRESPONDENCE DATA

Fax Number: (650)493-6811

900089260

**TRADEMARK
 REEL: 003639 FRAME: 0477**

CH \$290.00 2903760

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 650-496-7543
Email: nbouch@wsgr.com
Correspondent Name: Nancy Bouch, Sr Paralegal c/o WSGR
Address Line 1: 650 Page Mill Road
Address Line 2: FH 2-1 / P10
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	35888.011
NAME OF SUBMITTER:	Nancy Bouch
Signature:	/s/Nancy Bouch
Date:	10/12/2007

Total Attachments: 3
source=Elec Arts - trademark filing#page1.tif
source=Elec Arts - trademark filing#page2.tif
source=Elec Arts - trademark filing#page3.tif

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of October 11, 2007, is executed by Pandemic Studios, LLC, a California limited liability company ("Debtor"), in favor of Electronic Arts Inc., as lender ("Lender").

Recitals

A. Reference is made to the Security Agreement, dated as of the date hereof (as amended from time to time, the "Security Agreement"), by and among Debtor, the other Grantors (as defined therein) party thereto and the Lender;

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedules A annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Schedule A hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Lender, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedule A in order to maintain such schedule's completeness or accuracy.

D. Debtor hereby grants to Lender a security interest, in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral") to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Lender's address is: Electronic Arts Inc.
209 Redwood Shores Parkway
Redwood City, California 94065
Attention: General Counsel

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

PANDEMIC STUDIOS, LLC

By:

Name:

Title:

Josh Resnick
Josh Resnick
President

Grant of Security Interest

SCHEDULE A

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
FULL SPECTRUM WARRIOR	11/16/2004	2,903,760
PANDEMIC	07/02/2002	2,588,805
PANDEMIC	11/19/2002	2,652,152
PANDEMIC	02/08/2005	2,925,404
PANDEMIC (and design)	11/19/2002	2,652,227
PANDEMIC (and design)	12/10/2002	2,659,927
PANDEMIC (and design)	09/20/2005	2,997,323

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
BIOWARE/PANDEMIC STUDIOS	01/17/2006	76/653,517
FULL SPECTRUM WARRIOR: TEN HAMMERS	08/10/2005	78/689,913
MERCENARIES: WORLD IN FLAMES	09/07/2005	78/708,598
SABOTEUR	10/04/2005	78/726,347