

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.		04/23/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Banc of America Securities Limited		
Street Address:	5 Canada Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E145AQ		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2043493	TEST DRIVE	
CORRESPONDENCE DATA			
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ATTORNEY DOCKET NUMBER:	17290/000003		
DOMESTIC REPRESENTATIVE			
Name:			
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Address Line 2:			
Address Line 3:			

CH \$40.00 2043493

900132628

**TRADEMARK
 REEL: 003977 FRAME: 0001**

Address Line 4:

NAME OF SUBMITTER:	Patrick J. Jennings
Signature:	/Pat Jennings/
Date:	04/24/2009

Total Attachments: 45

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TRADEMARK

PLEDGE AND SECURITY AGREEMENT

dated as of April 23, 2009

Between

ATARI, INC.,
as Pledgor

and

BANC OF AMERICA SECURITIES LIMITED,
as Secured Party

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PLEDGE AND SECURITY AGREEMENT

Dated as of April 23, 2009

In consideration of the commitments, extensions of credit, extensions of maturity and other financial accommodations by Banc of America Securities Limited and the other Lenders from time to time under the Credit Facility Agreement dated as of 21 April 2006 among Atari Europe SAS, as Borrower, Atari Europe SAS and Infogrames Entertainment SA, as Guarantors, and Banc of America Securities Limited, as Original Lender and Security Agent (as heretofore and hereafter amended, modified and restated from time to time, the "Credit Facility Agreement"), Atari, Inc., a Delaware corporation ("Pledgor"), hereby agrees with Banc of America Securities Limited, as Secured Party, as follows (with certain terms used herein being defined in Article 7):

ARTICLE 1

SECURITY INTEREST

Section 1.01 Grant of Security Interest. To secure the payment, observance and performance of the Secured Obligations, the Pledgor hereby mortgages, pledges and assigns the Collateral to the Secured Party, and grants to the Secured Party a continuing and, except as expressly permitted by this Agreement or the Credit Facility Agreement, first priority security interest in, and a continuing lien upon, the Collateral. For the avoidance of doubt, the grant of the Security Interest in the portion of the Collateral consisting of Intellectual Property rights owned by the Pledgor shall not be deemed to be an assignment of such Intellectual Property rights.

Section 1.02 Validity and Priority of Security Interest. The Pledgor agrees that (a) the Security Interest shall at all times be valid, perfected and enforceable against the Pledgor and all third parties, in accordance with the terms hereof, as security for the Secured Obligations, and (b) the Collateral shall not at any time be subject to any Lien, other than a Permitted Lien, that is prior to, on a parity with or junior to such Security Interest, except that, unless an Event of Default exists, this Section 1.02 shall not apply to Collateral disposed of in a disposition that is permitted under the Finance Documents (but this Section shall apply to any asset that would otherwise constitute Collateral acquired with such disposed of Collateral or its proceeds).

Section 1.03 Maintenance of Status of Security Interest, Collateral and Rights.

(a) Required Action. The Pledgor shall take all action, including the actions specified on Schedule 1.03, that may be necessary or desirable, or that may be required by applicable law (i) to maintain at all times the validity, perfection, enforceability and priority of the Security Interest in the Collateral in conformity with the requirements of Section 1.02, (ii) to protect and preserve the Collateral at all times and (iii) to protect and preserve, and to enable the exercise or enforcement of, the rights of the Secured Party therein and hereunder and under the other Collateral Documents at all times.

(b) Authorized Action. The Secured Party is hereby authorized to file one or more financing statements or continuation statements or amendments thereto without the signature of and, if the Secured Party so elects, in the name of the Pledgor, including the filing of a financing statement describing the Collateral as “all patents, patent applications, patent licenses, trade marks, trade mark applications, trade mark licenses, copyrights, copyright applications, copyright licenses, URL names and applications therefor, URL rights and all other intellectual property rights and claims of Pledgor whatsoever in respect of the game “Test Drive Unlimited”, whether now owned or hereafter acquired by the Pledgor or in which Pledgor otherwise has rights” or words to that effect and will provide copies of such filings to the Pledgor within ten (10) Business Days of filing. A carbon, photographic or other reproduction of this Agreement or of any financing statement filed in connection with this Agreement shall be sufficient as a financing statement. The filing by the Secured Party in good faith of a financing statement which inadvertently covers property that is not Collateral shall nonetheless be deemed an authorized filing; provided however that the Secured Party shall correct such filing within ten (10) Business Days after being notified in writing of the error. Notwithstanding anything to the contrary herein, the Secured Party shall have no responsibility for the preparing, recording, filing, re-recording, or re-filing of any financing statement, continuation statement or other instrument in any public office.

Section 1.04 Evidence of Status of Security Interest. The Pledgor shall at its own expense and from time to time, upon the reasonable request of the Secured Party, deliver to the Secured Party such file search reports from the United States Copyright Office, the Delaware UCC filing and recording office and other filing and recording offices.

Section 1.05 Pledgor Remain Obligated; Secured Party Not Obligated. The grant by the Pledgor to the Secured Party of the Security Interest shall not (a) relieve the Pledgor of any Liability to any Person under or in respect of any of the Collateral or (b) impose on the Secured Party any such Liability or any Liability for any act or omission on the part of the Pledgor relative thereto.

ARTICLE 2

DISPOSITION OF COLLATERAL PROCEEDS

Section 2.01 Rights of Secured Party.

Subject to the Pledgor’s rights under Section 2.02 and except in the case of proceeds of Collateral as to which a different disposition is expressly provided for herein or in any other Finance Document, the Secured Party shall be entitled to receive and retain all proceeds of Collateral. Subject to its rights under Section 2.02, the Pledgor shall, should it receive any such proceeds, hold all such proceeds in trust for the Secured Party, not commingle the same with other property or funds of the Pledgor and, unless the Secured Party shall have otherwise instructed the Pledgor, deliver the same or cause the same to be delivered in the exact form received, together with any necessary endorsements, to the Secured Party or to such Person or Persons as the Secured Party may designate. The Secured Party is hereby irrevocably authorized, either in the name and on behalf of the Pledgor or in its own name, to endorse and deposit, or cause to be deposited, for collection, present, draw upon or under, or otherwise take

action to realize upon, all instruments, chattel paper, securities, letters of credit and documents that are proceeds of Collateral for the purpose of holding and disposing of the proceeds thereof in accordance with the terms hereof.

Section 2.02 Prior to Event of Default. Except during an Event of Default, (a) the Pledgor shall be entitled to receive and retain, or have delivered to it upon request, all proceeds of Collateral, and (b) all proceeds of Collateral being held by or on behalf of the Secured Party shall be made available to the Pledgor upon request, for purposes of presentation, collection or renewal (any such arrangement to be effected to the extent deemed appropriate by the Secured Party against a trust receipt or like document). Each request under clause (a) or clause (b) of the preceding sentence shall constitute a Representation and Warranty by the Pledgor that no Event of Default is continuing. No delivery of any Collateral pursuant to such clause (b) of the preceding sentence shall terminate the Security Interest therein, and the Pledgor shall, within 18 days of its receipt of any such Collateral, either return such Collateral or its proceeds to the Secured Party or such other Person as the Secured Party may designate or, should the Security Interest in any such proceeds not be perfectible by possession, take such other action as may be required by Section 1.03(a) to continue the perfection of the Security Interest therein. During an Event of Default, the Secured Party shall have with respect to all Collateral held by or for its account all of the rights afforded it under Article 5 and other applicable Law.

Section 2.03 Interest on Collateral. No Collateral held by the Secured Party shall bear interest, except to the extent specifically agreed to in writing by the Secured Party and, unless otherwise so agreed, any such interest shall be Collateral.

ARTICLE 3

CERTAIN REPRESENTATIONS AND WARRANTIES

The Pledgor represents and warrants as follows:

Section 3.01 Required Taxes. Except for those specified on Schedule 3.01, no recording or other taxes or recording, filing or other fees or charges are payable in connection with, arise out of, or are in any way related to, the execution, delivery, performance, filing or recordation of any of the Collateral Documents or the creation or perfection of the Security Interest.

Section 3.02 Intellectual Property. As of the date hereof, (a) Schedule 7.01(b)-1 lists (i) all Patents that are registered or are subject to an application for registration, all Trademarks which are registered or are subject to an application for registration and all Copyrights which are registered or are subject to an application for registration, that relate to the TDU Business, and (ii) all Patent Licenses, Trademark Licenses and Copyright Licenses that relate to the TDU Business, however, Schedule 7.01(b)-1 may not include Patent Licenses, Trademark Licenses and Copyright Licenses which individually and together with all such other Patent Licenses, Trademark Licenses and Copyright Licenses are immaterial to the TDU Business, (b) to the knowledge of the Pledgor, each of such Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyrights and Copyright Licenses listed on Schedule 7.01(b)-1 is subsisting, valid and enforceable against third Persons, (c) the Pledgor is the sole and exclusive owner or joint

owner as indicated of the entire right, title and interest in and to each of such Patents, Patent Applications, Trademarks, Trademark Applications, Copyrights and Copyright Applications or has rights thereto, subject to the Patent Licenses, Trademark Licenses and Copyright Licenses listed on Schedule 7.01(b)-1, and (d) Pledgor does not have an interest in any unregistered copyrights that are material to the TDU Business.

Section 3.03 Corporate Governance. The Pledgor is a corporation, validly existing and in good standing under the laws of the State of Delaware. The Pledgor has the requisite corporate power, as the case may be, to execute and deliver the Finance Documents to which it is a party and to perform its obligations under the same. The execution, delivery and performance by the Pledgor of its respective obligations under the Finance Documents to which such entity is a party have been duly authorized by all necessary corporate action on the part of the Pledgor. The Pledgor has duly executed and delivered each Finance Document to which it is a party. The execution, delivery and performance by the Pledgor of the Finance Documents to which it is a party do not violate or conflict with the Pledgor's certificate or articles of incorporation or bylaws. No authorization, approval or other action by, and no notice to, consent of, order of, or filing with, any governmental authority or securities exchange is required in connection with the execution, delivery or performance by the Pledgor of the Finance Documents to which it is a party.

ARTICLE 4

CERTAIN COVENANTS

A. General.

Section 4.01 Certain Matters Relating to Preservation of Status of Security Interest. (a) The Pledgor shall (i) remain a Delaware corporation and (ii) will not dissolve or merge or consolidate with, or into, any Person, except for, to the extent permitted under the Credit Facility Agreement, a merger after which the Security Interest complies with the requirements of Section 1.02.

(b) Change of Location, Organizational Number, Name, Identity, etc. The Pledgor shall not change its (i) Location, (ii) organizational identification number or (iii) name, identity, corporate structure or jurisdiction of incorporation, unless, in any case, (A) the Secured Party shall have had not less than twenty (20) nor more than seventy-five (75) days prior written notice thereof, and (B) thereafter (1) no Default exists, and (2) the Security Interest complies with the requirements of Section 1.02.

(c) Other Financing Statements.

(i) The Pledgor shall not file or suffer to be on file, or authorize or permit to be filed or to be on file, in any jurisdiction, any financing statement, Copyright filing or like instrument with respect to the Collateral in which the Secured Party is not named as the sole secured party, except for the financing statements or like instruments referred to in subsection (ii) below. For the avoidance of doubt, this Section 4.01 shall not apply to Patents, Trademarks or Copyrights owned by third parties, which are subject to Patent

Licenses, Trademark Licenses or Copyright Licenses under which the Pledgor is the licensee.

(ii) The Pledgor shall cause any financing statement, Copyright filing, Patent filing, Trademark filing or like instrument in favor of Infogrames Entertainment SA, as secured party, with respect to the Collateral existing on the date hereof, to be terminated or released within ten (10) Business Days after the date hereof.

Section 4.02 Ownership and Defense of Collateral. The Pledgor shall at all times (a) have Rights to each asset that is Collateral free from any right, title or interest of any third Person and (b) defend the Collateral against the claims and demands of all third Persons, except that this Section 4.02 shall not apply to (i) but only for so long as such Lien is a Permitted Lien, the interest in the Collateral and the claims and demands of a holder of a Permitted Lien, or (ii) Collateral to which Section 1.02 does not apply, or (iii) for the avoidance of doubt, Patents, Trademarks or Copyrights owned by third parties, which are subject to Patent Licenses, Trademark Licenses or Copyright Licenses under which the Pledgor is the licensee that relate to the TDU Business. Notwithstanding the foregoing, Pledgor may transfer its Rights to each asset that is Collateral to any wholly-owned (directly or indirectly) subsidiary of Infogrames Entertainment SA, reasonably acceptable to the Secured Party, pursuant to documentation, including security documentation, reasonably acceptable to the Secured Party.

Section 4.03 Requested Information. In addition to such other information as shall be specifically provided for herein, the Pledgor shall furnish to the Secured Party such other information with respect to the Collateral as the Secured Party or any Secured Party may reasonably request from time to time, in each case in form and substance and certified in a manner satisfactory to the Person requesting such information.

B. General Intangibles.

Section 4.04 Performance of Terms.

(a) All General Intangibles other than Intellectual Property. The Pledgor shall duly fulfill all obligations on its part to be fulfilled under or in connection with all general intangibles forming a part of or relating to the Collateral, and shall do nothing to impair the rights of the Secured Party therein.

(b) Patents.

(i) The Pledgor will not, and will not permit any licensee or sublicensee to, take any action or omit to take any action whereby any Patent or Patent License that relates to the TDU Business may become invalid, unenforceable or dedicated to the public.

(ii) The Pledgor will promptly notify the Secured Party in writing if it knows (A) that any Patent owned by the Pledgor relating to the TDU Business or Patent License that relates to the TDU Business to which the Pledgor is a licensee is or will become invalid or unenforceable, or (B) of the institution of, or any determination or

material development in, any proceeding, wherever pending, affecting adversely any such Patent or Patent License or its rights thereunder.

(iii) Whenever the Pledgor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent that relates to the TDU Business with any Intellectual Property Recording Office, the Pledgor shall report such filing in writing to the Secured Party not later than the later of (A) ten (10) Business Days after the last day of the month in which such filing occurs or (B) thirty (30) days after such filing, and it shall take all necessary and reasonable steps (x) to maintain and pursue each such application and maintain each such issued Patent including, but not limited to, making timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and (y) to initiate opposition, interference and cancellation proceedings against third parties consistent with Pledgor's sound business judgment.

(iv) The Pledgor will take all action that the Pledgor determines is reasonable and necessary to preserve and maintain its rights in, to and under all Patents and Patent Licenses that relate to the TDU Business, including continuing to mark any Product with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(v) In the event that any Patent that relates to the TDU Business is infringed by a third party, the Pledgor shall promptly notify the Secured Party in writing after it learns thereof and shall, unless the Pledgor shall reasonably determine, and promptly notify the Secured Party in writing, that such Patent is no longer material to the TDU Business, promptly take such actions as the Pledgor shall reasonably deem appropriate under the circumstances to protect such Patent.

(c) Trademarks.

(i) The Pledgor (either itself or through licensees) will (A) use each Trademark on each and every class of goods or services applicable to the TDU Business so as to maintain such Trademark in full force and free from any claim of abandonment or invalidity for non-use, (B) maintain the quality of TDU, (C) employ such Trademark with the appropriate notice of registration (whether U.S. or non-U.S. registration), (D) not adopt or use any mark which is confusingly similar to or a colorable imitation of such Trademark, unless such other mark is subject to the Security Interest and the Security Interest with respect to such other mark conforms to the requirements of Section 1.02, and (E) not (and will not permit any licensee or sublicensee thereof to) take any action or omit to take any action whereby any such Trademark may become invalid.

(ii) The Pledgor will promptly notify the Secured Party in writing, if it knows (A) that any Trademark owned by the Pledgor relating to the TDU Business or Trademark License that relates to the TDU Business to which the Pledgor is a licensee will be opposed or cancelled by a third party or become abandoned, cancelled, expired or dedicated, and (B) of the institution of, or any determination or material development in, any proceeding, wherever pending, affecting adversely the Pledgor's ownership of any

Trademark relating to the TDU Business or its right to register the same or to keep and maintain the same.

(iii) Whenever the Pledgor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Trademark owned by the Pledgor relating to the TDU Business with any Intellectual Property Recording Office, the Pledgor shall report such filing in writing to the Secured Party not later than the later of (A) ten (10) Business Days after the last day of the month in which such filing occurs or (B) thirty (30) days after such filing.

(iv) The Pledgor will take all action that the Pledgor determines is reasonable and necessary to preserve and maintain all rights in, to and under all Trademarks and Trademark Licenses relating to the TDU Business, including continuing to mark any Product or any other written material with any such notation as is necessary and sufficient to establish and preserve its maximum rights under applicable trademark laws.

(v) In the event that any Trademark owned by the Pledgor relating to the TDU Business is infringed, misappropriated or diluted by any Person, or if the Pledgor reasonably believes that any such Trademark is about to be infringed, misappropriated or diluted by any Person, the Pledgor shall promptly notify the Secured Party in writing after it learns thereof and shall, unless the Pledgor shall reasonably determine, and promptly notify the Secured Party in writing, that such Trademark is no longer material to the TDU Business, promptly take such actions as the Pledgor shall reasonably deem appropriate under the circumstances to protect such Trademark.

(d) Copyrights.

(i) The Pledgor will not, and will not permit any licensee or sublicensee to, take any action or omit to take any action whereby any Copyright owned by the Pledgor that relates to the TDU Business may become invalidated or be injected into the public domain.

(ii) The Pledgor shall promptly notify the Secured Party in writing if it knows, or has reason to know, (A) that any Copyright owned by the Pledgor relating to the TDU Business or Copyright License that relates to the TDU Business to which the Pledgor is a licensee has or may become invalid or has been or may be injected into the public domain, and (B) of the institution of, or any determination or material development in, any proceeding, wherever pending, affecting the Pledgor's ownership or the validity of any such Copyright or Copyright License.

(iii) The Pledgor shall promptly notify the Secured Party in writing if it knows that any unregistered Copyrights owned by the Pledgor included as Collateral hereunder and perfected under the UCC will be federally registered with the United States Copyright Office. Such notice shall include sufficient information and shall be given with sufficient time to permit the Secured Party to properly record and file its Security Interest with the United States Copyright Office.

(iv) Whenever the Pledgor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Copyright owned by the Pledgor that relates to the TDU Business with any Intellectual Property Recording Office, the Pledgor shall report such filing to the Secured Party within the later of (A) ten (10) Business Days after the last day of the month in which such filing occurs or (B) thirty (30) days after such filing.

(v) The Pledgor will take all action the Pledgor determines is reasonable and necessary to preserve and maintain all rights in, to and under all Copyrights and Copyright Licenses that relate to the TDU Business.

(vi) In the event that any Copyright owned by the Pledgor that relates to the TDU Business is infringed by any Person, or if the Pledgor reasonably believes that any such Copyright is about to be infringed, the Pledgor shall promptly notify the Secured Party in writing after it learns thereof and shall, unless the Pledgor shall reasonably determine, and promptly notify the Secured Party in writing, that such Copyright is no longer material to its business, promptly take such actions as the Pledgor shall reasonably deem appropriate under the circumstances to protect such Copyright.

(e) Consent to Assign Licenses. Upon the occurrence and during the continuance of an Event of Default, the Pledgor shall use commercially reasonable efforts to obtain all requisite consents or approvals by the licensor of each Patent License, Trademark License and Copyright License that relates to the TDU Business to effect the assignment of all of the Pledgor's right, title and interest thereunder to the Secured Party or such other Person as the Secured Party designates.

(f) Limitation. Each of the foregoing in clauses (b) through (d) above shall not apply to Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyrights or Copyright Licenses which individually and together with all such other Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyrights or Copyright Licenses are immaterial to the TDU Business.

Section 4.05 Modification of Terms. The Pledgor shall not rescind or cancel any obligation due to it constituting a general intangible forming a part of or relating to the Collateral or modify any term thereof or make any adjustment with respect thereto, or extend or renew the same, or compromise or settle any dispute, claim, suit or legal proceeding relating thereto, without the prior written consent of the Secured Party, except that, unless an Event of Default shall exist, the Pledgor may, with respect to any such general intangible, but only in the ordinary course of its business and in accordance with sound business judgment and its customary collection practices as in effect from time to time (i) extend the time of payment thereof, (ii) settle the same for an amount less than the then unpaid balance thereof, and (iii) amend or otherwise modify the terms thereof.

Section 4.06 No Dispositions of General Intangibles. The Pledgor shall not sell or otherwise dispose of any general intangible relating to the TDU Business or any interest therein, or grant any license or sublicense thereunder, except in the ordinary course of business or except

to the extent expressly permitted by the terms of the Credit Facility Agreement and/or this Agreement.

Section 4.07 Verification. If an Event of Default exists, the Secured Party shall have the right, in the name and on the stationery of the Pledgor or in such name as the Secured Party may select, to verify the validity, amount or any other matter relating to any general intangible, forming a part of or relating to the Collateral, by mail, telephone or any other means.

Section 4.08 Other Patents and Copyrights. With respect to the following Intellectual Property as it relates to the TDU Business, within thirty (30) days of the acquisition or establishment of any Patent which is registered or is subject to an application for registration, any Trademark which is registered or is subject to an application for registration, any Copyright which is registered or is subject to an application for registration, and any Patent License, Trademark License or Copyright License, the Pledgor shall deliver to the Secured Party an updated Schedule 7.01(b)-1 which the Secured Party may attach as a revised Schedule 7.01(b)-1, together with a copy of such Patent, Patent License, Trademark, Trademark License, Copyright or Copyright License, as the case may be, with a grant of security as to such Patent, Patent License, Trademark, Trademark License, Copyright or Copyright License, as the case may be, confirming the grant thereof hereunder.

ARTICLE 5

EVENT OF DEFAULT

During an Event of Default, and in each such case:

A. Proceeds.

Section 5.01 Application of Proceeds. All cash proceeds received by the Secured Party upon any sale of, collection of, or other realization upon, all or any part of the Collateral and all cash held by the Secured Party as Collateral shall, subject to the Secured Party's right to continue to hold the same as cash Collateral, be applied as follows:

First: To the payment of all fees, out-of-pocket costs and expenses owed to or incurred by the Secured Party, in its capacity as Secured Party or Security Agent, in connection with its acting as Secured Party and/or Security Agent or in connection with the sale of or other realization upon Collateral, including attorneys' fees and disbursements; and

Second: In accordance with Section 29.5 of the Credit Facility Agreement.

B. Remedies.

Section 5.02 General.

(a) Secured Party's Actions. In exercising rights and remedies with respect to the Collateral after the occurrence and during the continuance of any Event of Default, the

Secured Party shall, pursuant to the terms of Section 26.17 of the Credit Facility Agreement, enforce (or refrain from enforcing) the provisions of the Collateral Documents in respect of the Collateral and exercise (or refrain from exercising) remedies thereunder or any such rights and remedies, all in such order and in such manner as the Secured Party may determine in accordance with Section 26.17 of the Credit Facility Agreement.

(b) Use of Premises and Intellectual Property. The Secured Party or its designee may, in the exercise of its rights expressly set forth in this Agreement or any other Finance Document, (i) enter the Pledgor's premises and, until the Secured Party completes the enforcement of its rights in the Collateral remain on such premises and use the same and the Pledgor's equipment for the sole purpose of preparing Collateral for disposition and disposing thereof, and/or (ii) use the Pledgor's Intellectual Property related to the TDU Business to the extent of the rights of the Pledgor therein, and the Pledgor hereby grants a license to the Secured Party for such purpose, subject to the consent, if required, of any licensor, franchisor or other third Person for the sole purpose of preparing Collateral for disposition and disposing thereof and/or (iii) on demand cause the security interest in such Intellectual Property to become an assignment, transfer and conveyance of such Intellectual Property to the Secured Party to the extent expressly permitted by this Agreement or such other Finance Document.

(c) Power of Sale. The Secured Party (i) may sell the Collateral in one or more parcels at public or private sale, at any of its offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as it may deem commercially reasonable, (ii) shall not be obligated to make any sale of Collateral regardless of notice of sale having been given, and (iii) may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Any Secured Creditor may bid or purchase to the extent permitted by law free from any right held by the Pledgor the Collateral or any part thereof offered for sale and may pay for the same by offsetting any claim against the Pledgor held by the Secured Creditor against the purchase price without further liability to the Pledgor.

(d) Foreclosure. The Secured Party, instead of exercising the power of sale conferred upon it by Section 5.02(c) and applicable Law, may proceed by a suit or suits at law or in equity to foreclose the Security Interest and sell the Collateral, or any portion thereof, under a judgment or a decree of a court or courts of competent jurisdiction.

(e) Receiver. The Secured Party may obtain the appointment of a receiver of the Collateral and the Pledgor consents to and waives any right to notice of such appointment.

(f) Other Remedies. In addition to the foregoing, the Secured Party may exercise any remedy available to it as a secured party pursuant to Article 9 of the UCC (whether or not such Article 9 is applicable in the jurisdiction of such exercise) or any other applicable Law.

Section 5.03 Collateral Proceeds.

(a) Collections by Pledgor. The Secured Party may, by notice to the Pledgor, direct it to, and thereupon the Pledgor shall, receive all proceeds of Collateral in trust for the Secured Party, not commingle the same with any other property or funds of the Pledgor and, unless the Secured Party shall have otherwise instructed the Pledgor, deliver or cause to be delivered all such proceeds in the exact form received, together with any necessary endorsements, to the Secured Party or to such Person or Persons as the Secured Party may designate.

(b) Notification. The Secured Party may notify, or request the Pledgor to notify, in writing or otherwise, each Collateral Debtor to make payment directly to the Secured Party or as the Secured Party may direct. If, notwithstanding the giving of any notice, any such Person shall make payments to the Pledgor, the Pledgor shall hold all such payments it receives in trust for the Secured Party, without commingling the same with other funds or property of the Pledgor or any other Person, and shall deliver the same to the Secured Party immediately upon receipt by the Pledgor in the identical form received, together with any necessary endorsements.

(c) Secured Party's Rights with Respect to Proceeds and Other Collateral. All payments and other deliveries received by or for the account of the Secured Party from time to time pursuant to Section 5.03(a) or (b), together with the proceeds of all other Collateral from time to time held by or for the account of the Secured Party (whether as a result of the exercise by the Secured Party of its rights under Section 5.02(c) or (d), or pursuant to the Credit Facility Agreement or otherwise) and all bank accounts (including all amounts credited from time to time thereto and all cash, securities, instruments and other property represented by such credits) may, at the election of the Secured Party, (i) be or continue to be held by the Secured Party, or any Person designated by the Secured Party to receive or hold the same, as Collateral, (ii) be applied as provided in Section 5.01, or (iii) be disposed of as provided in Section 5.02(c) and (d).

(d) Enforcement by Secured Party. The Secured Party may, without notice to the Pledgor and at such time or times as the Secured Party in its sole discretion may determine, exercise any or all of the Pledgor's rights in, to and under, or in any way connected with or related to, any or all of the Collateral, including (i) demanding and enforcing payment and performance of, and exercising any or all of the Pledgor's rights and remedies with respect to the collection, enforcement or prosecution of, any or all of the Collateral Obligations, in each case by legal proceedings or otherwise, (ii) settling, adjusting, compromising, extending, renewing, discharging and releasing any or all of, and any legal proceedings brought to collect or enforce any or all of, the Collateral Obligations, (iii) preparing, filing and signing the name of the Pledgor on (A) any proof of claim or similar document to be filed in any bankruptcy or similar proceeding involving any Collateral Debtor and (B) any notice of lien, assignment or satisfaction of lien, or similar document in connection with any Collateral Obligation, and (iv) using the information recorded on or contained in any data processing equipment and computer hardware and software relating to the Collateral Obligations to which the Pledgor has access.

(e) Adjustments. The Secured Party may settle or adjust disputes and claims directly with Collateral Debtors for amounts and on terms that the Secured Party considers advisable, and in all such cases only the net amounts received by the Secured Party in payment of such amounts, after deduction of out-of-pocket costs and expenses of collection, including reasonable attorney's fees, shall be subject to the other provisions of this Agreement. The

Pledgor shall have no further right under Section 4.05 or otherwise to make any such settlements or adjustments or to accept any returns of merchandise.

Section 5.04 Intellectual Property. The Secured Party may exercise any or all of the Pledgor's rights in, to and under, or in any way connected with or related to, any or all Intellectual Property that relates to the TDU Business, including (a) pursuing any or all of such pending Intellectual Property applications and (b) on a worldwide or such other basis as the Secured Party may determine, granting or issuing exclusive and non-exclusive licenses relating to any or all of such Intellectual Property; provided that, for the avoidance of doubt, this Section 5.04 shall not apply to Patents, Trademarks or Copyrights owned by third parties. The Pledgor agrees to cooperate with the Secured Party and provide the Secured Party with any relevant facts or documents necessary for carrying out the purposes of this Section 5.04.

ARTICLE 6

MISCELLANEOUS

Section 6.01 Expenses of the Pledgor's Agreements and Duties. Subject to the terms of the Finance Documents, the terms, conditions, covenants and agreements to be observed or performed by the Pledgor under the Collateral Documents shall be observed or performed by it at its sole cost and expense.

Section 6.02 Secured Party's Right to Perform on Pledgor's Behalf. If the Pledgor shall fail to observe or perform any of the terms, conditions, covenants and agreements to be observed or performed by it under the Collateral Documents, the Secured Party may (but shall not be obligated to) do the same or cause it to be done or performed or observed, either in its name or in the name and on behalf of the Pledgor, and the Pledgor hereby authorizes the Secured Party to do so.

Section 6.03 Secured Party's Right to Use Agents and to Act in Name of the Pledgor. The Secured Party may exercise its rights and remedies under the Collateral Documents through agents or other designees and, in the exercise thereof, the Secured Party or any such other Person may act in its own name or in the name and on behalf of the Pledgor.

Section 6.04 No Interference, Compensation or Expense. The Secured Party may exercise its rights and remedies under the Collateral Documents (a) without resistance or interference by the Pledgor, (b) without payment of any rent, license fee or compensation of any kind to the Pledgor and (c) for the account, and at the expense, of the Pledgor.

Section 6.05 Limitation of Obligations with Respect to Collateral. (a) The Secured Party shall not have any obligation to protect or preserve any Collateral or to preserve rights pertaining thereto other than the obligation to use reasonable care in the custody and preservation of any Collateral in its actual possession. The Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Secured Party accords its own property. The Secured Party shall be relieved of all responsibility for any Collateral in its possession upon surrendering it, or tendering surrender of it, to the Pledgor.

(b) Nothing contained in the Collateral Documents shall be construed as requiring or obligating the Secured Party, and neither the Secured Party nor any other Secured Party shall be required or obligated, to (i) make any demand, or to make any inquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or notice or take any action, with respect to any Collateral Obligation or any other Collateral or the monies due or to become due thereunder or in connection therewith, (ii) ascertain or take action with respect to calls, conversions, exchanges, maturities, tenders, offers or other matters relating to any Collateral, whether or not the Secured Party has or is deemed to have knowledge or notice thereof, (iii) take any necessary steps to preserve rights against any prior parties with respect to any Collateral or (iv) notify the Pledgor of any decline in the value of any Collateral.

Section 6.06 Rights of Secured Party under UCC and Applicable Law. The Secured Party shall have, with respect to the Collateral, in addition to all of its rights and remedies under the Collateral Documents, (a) the rights and remedies of a secured party under the UCC, whether or not the UCC would otherwise apply to the Collateral in question, and (b) the rights and remedies of a secured party under all other applicable Law.

Section 6.07 Waivers of Rights Inhibiting Enforcement. The Pledgor waives (a) any claim that, as to any part of the Collateral, a public or private sale, should the Secured Party elect so to proceed, is, in and of itself, not a commercially reasonable method of sale for such Collateral, (b) the right to assert in any action or proceeding between it and the Secured Party any offsets or counterclaims that it may have, (c) except as otherwise provided in any of the Collateral Documents, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOTICE OR JUDICIAL HEARING IN CONNECTION WITH THE SECURED PARTY'S TAKING POSSESSION OR DISPOSITION OF ANY OF THE COLLATERAL INCLUDING ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT THAT THE PLEDGOR WOULD OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE UNITED STATES OR OF ANY STATE, AND ALL OTHER REQUIREMENTS AS TO THE TIME, PLACE AND TERMS OF SALE OR OTHER REQUIREMENTS WITH RESPECT TO THE ENFORCEMENT OF THE SECURED PARTY'S RIGHTS HEREUNDER, (d) all rights (i) of redemption, appraisal, valuation, stay and extension or moratorium and (ii) to the marshalling of assets, and (e) all other rights the exercise of which would, directly or indirectly, prevent, delay or inhibit the enforcement of any of the rights or remedies under the Collateral Documents or the absolute sale of the Collateral, now or hereafter in force under any applicable Law, and the Pledgor, for itself and all who may claim under it, insofar as it or they now or hereafter lawfully may, hereby waive the benefit of all such laws and rights.

Section 6.08 Power of Attorney. (a) In addition to the other powers granted to the Secured Party by the Pledgor under the Collateral Documents, the Pledgor hereby appoints the Secured Party, and any other Person that the Secured Party may designate, as the Pledgor's attorney-in-fact to act, in the name, place and stead of the Pledgor, only during an Event of Default, in any way in which the Pledgor itself could do, with respect to each of the following: (i) endorsing the Pledgor's name on (A) any checks, notes, acceptances, money orders, drafts or other forms of payment, (B) any proxies, documents, instruments, notices, freight bills, bills of lading or other documents or agreements relating to the Collateral, (C) schedules and assignments of Collateral Obligations and (D) notices of assignment, financing statements and

other public records; (ii) claiming for, adjusting, and instituting legal proceedings to collect, any amounts payable under insurance, and applicable loss payable endorsements, required to be maintained under any of the Collateral Documents; (iii) taking any actions or exercising any rights, powers or privileges that the Pledgor is entitled to take or exercise and that, under the terms of any of the Collateral Documents, the Secured Party is authorized to take or exercise; (iv) doing or causing to be done any or all things necessary or, in the determination of the Secured Party or the Secured Parties, desirable to observe or perform the terms, conditions, covenants and agreements to be observed or performed by the Pledgor under the Collateral Documents and otherwise to carry out the provisions of the Collateral Documents; and (v) notifying the post office authorities to change the address for delivery of the Pledgor's mail to an address designated by the Secured Party, and receiving, opening and disposing of all mail addressed to the Pledgor (with all mail not constituting, evidencing or relating to the Collateral to be forwarded by the Secured Party to the Pledgor). The Pledgor hereby ratifies and approves all acts of the attorney.

(b) To induce any third Person to act under this Section 6.08, the Pledgor hereby agrees that any third Person receiving a duly executed copy or facsimile of this Agreement may act under this Section 6.08, and that the termination of this Section 6.08 shall be ineffective as to such third Person unless and until actual notice or knowledge of such termination shall have been received by such third Person, and the Pledgor, on behalf of itself and its successors and assigns, hereby agrees to indemnify and hold harmless any such third Person from and against any and all claims that may arise against such third Person by reason of such third Person having relied on the provisions of this Section 6.08.

Section 6.09 Nature of Pledgor's Obligations. The Pledgor's grant of the Security Interest as security for the Secured Obligations (a) is absolute and unconditional, (b) is unlimited in amount except as provided in Section 6.13, (c) shall be a continuing security interest securing all present and future Secured Obligations and all promissory notes and other documentation given in extension or renewal or substitution for any of the Secured Obligations, and (d) shall be irrevocable.

Section 6.10 No Release of Pledgor. The Security Interest shall not be limited or terminated, nor shall the Secured Obligations secured thereby be reduced or limited, nor shall the Pledgor be discharged of any of its Obligations under the Collateral Documents, for any reason whatsoever (other than, subject to Section 6.13, Section 6.15 and Section 6.19, the payment, observance and performance in full of the Secured Obligations), including (and whether or not the same shall have occurred or failed to occur once or more than once and whether or not the Pledgor shall have received notice thereof):

(a) (i) any increase in the principal amount of, or interest rate applicable to, (ii) any extension of the time of payment, observance or performance of, (iii) any other amendment or modification of any of the other terms and provisions of, (iv) any release, composition or settlement (whether by way of acceptance of a plan of reorganization or otherwise) of, (v) any subordination (whether present or future or contractual or otherwise) of, or (vi) any discharge, disallowance, invalidity, illegality, voidness or other unenforceability of, any of the Secured Obligations;

(b) (i) any failure to obtain, (ii) any release, composition or settlement of, (iii) any amendment or modification of any of the terms and provisions of, (iv) any subordination of, or (v) any discharge, disallowance, invalidity, illegality, voidness or other unenforceability of, any guaranties of the Secured Obligations;

(c) (i) any failure to obtain or any release of, (ii) any failure to protect or preserve, (iii) any release, compromise, settlement or extension of the time of payment of any obligations constituting, (iv) any failure to perfect or maintain the perfection or priority of any Lien upon, (v) any subordination of any Lien upon, or (vi) any discharge, disallowance, invalidity, illegality, voidness or other unenforceability of any Lien or intended Lien upon, any collateral now or hereafter securing the Secured Obligations or any guaranties thereof;

(d) any termination of or change in any relationship between the Pledgor and any Borrower (as defined in the Credit Facility Agreement), including any such termination or change resulting from a change in ownership of the Pledgor or any Borrower or from the cessation of any commercial relationship between the Pledgor and any Borrower;

(e) any exercise of, or any election not or failure to exercise, delay in the exercise of, waiver of, or forbearance or other indulgence with respect to, any right, remedy or power available to the Secured Party or any other Secured Party, including (i) any election not or failure to exercise any right of setoff, recoupment or counterclaim, (ii) any election of remedies effected by the Secured Parties, including the foreclosure upon any real estate constituting collateral, whether or not such election affects the right to obtain a deficiency judgment, and (iii) any election by the Secured Parties in any proceeding under the Bankruptcy Code of the United States of the application of Section 1111(b)(2) of such Code; and

(f) Any other act or failure to act or any other event or circumstance that (i) varies the risk of the Pledgor hereunder or (ii) but for the provision hereof, would, as a matter of statute or rule of Law or equity, operate to limit or terminate the Security Interest or to reduce or limit the Secured Obligations secured thereby or to discharge the Pledgor from any of its Obligations under the Collateral Documents.

Section 6.11 Certain Other Waivers. The Pledgor waives:

(a) any requirement, and any right to require, that any right or power be exercised or any action be taken against any Borrower, any Guarantor (as defined in the Credit Facility Agreement) or any collateral for the Secured Obligations;

(b) all defenses to, and all setoffs, counterclaims and claims of recoupment against, the Secured Obligations that may at any time be available to any Borrower or any Guarantor;

(c) (i) notice of acceptance of and intention to rely on the Collateral Documents, (ii) notice of the incurrence or renewal of any Secured Obligations, (iii) notice of any of the matters referred to in Section 6.10 and (iv) all other notices that may be required by applicable Law or otherwise to preserve any rights against the Pledgor under the Collateral Documents, including any notice of default, demand, dishonor, presentment and protest;

(d) diligence on the part of the Secured Party or any Secured Party in exercising its remedies hereunder;

(e) any defense based upon, arising out of or in any way related to (i) any claim that any sale or other disposition of any collateral for the Secured Obligations was not conducted in a commercially reasonable fashion or that a public sale, should the Secured Party have elected to so proceed, was, in and of itself, not a commercially reasonable method of sale, (ii) any claim that any election of remedies by the Secured Party, including the exercise by the Secured Party or any other Secured Party of any rights against any collateral, impaired, reduced, released or otherwise extinguished any right that the Pledgor might otherwise have had against any Borrower or any Guarantor or against any collateral, including any right of subrogation, exoneration, reimbursement or contribution or right to obtain a deficiency judgment, (iii) any claim based upon, arising out of or in any way related to any of the matters referred to in Section 6.10 and (iv) any claim that the Collateral Documents should be strictly construed against the Secured Parties; and

(f) ALL OTHER DEFENSES UNDER APPLICABLE LAW THAT WOULD, BUT FOR THIS CLAUSE (f), BE AVAILABLE TO THE PLEDGOR AS (i) A DEFENSE AGAINST THE ENFORCEMENT OF THE SECURITY INTEREST, (ii) A REDUCTION OR LIMITATION OF THE SECURED OBLIGATIONS SECURED THEREBY OR (iii) A DEFENSE AGAINST ITS OBLIGATIONS UNDER THE COLLATERAL DOCUMENTS.

Section 6.12 Independent Credit Evaluation. The Pledgor has independently, and without reliance on any information supplied by the Secured Party, taken, and will continue to take, whatever steps it deems necessary to evaluate the financial condition and affairs of each Borrower, and the Secured Party shall not have any duty to advise the Pledgor of information at any time known to it regarding such financial condition or affairs.

Section 6.13 Limitation on Amount of Obligations Secured. It is the intention of the Pledgor and the Secured Party that the Secured Obligations secured by the Security Interest and the obligations of the Pledgor under the Collateral Documents shall be in, but not in excess of, the maximum amount permitted by applicable Law. To that end, but only to the extent that the Security Interest would otherwise be void, voidable or otherwise unenforceable, the amount of the Secured Obligations secured by the Security Interest shall be limited to the maximum amount that would not make the Security Interest void, voidable or otherwise unenforceable. This Section 6.13 is intended to preserve the rights of the Secured Party under the Collateral Documents to the maximum extent permitted by applicable Law, and neither the Pledgor nor any other Person shall have any right under this Section 6.13 that it would not otherwise have under applicable Law.

Section 6.14 Continuance and Acceleration of Secured Obligations upon Certain Events. If:

(a) any Event of Default that the Credit Facility Agreement states is to result in the automatic acceleration of any Secured Obligations shall occur;

(b) any injunction, stay or the like that enjoins any acceleration, or demand for the payment, observance or performance, of any Secured Obligations that would otherwise be required or permitted under the Finance Documents shall become effective; or

(c) any Secured Obligations shall be or be determined to be or become discharged, disallowed, invalid, illegal, void or otherwise unenforceable (whether by operation of any present or future law or by order of any court or governmental agency);

(d) then (i) such Secured Obligations shall, for all purposes of the Collateral Documents, be deemed (A) in the case of clause (c), to continue to be outstanding and in full force and effect notwithstanding the unenforceability thereof and (B) if such is not already the case, to have thereupon become immediately due and payable and to have commenced bearing interest at the default rate set forth in Section 10.3 of the Credit Facility Agreement and (ii) the Secured Party may, with respect to such Secured Obligations, exercise all of the rights and remedies under the Collateral Documents that would be available to it during an Event of Default.

Section 6.15 Recovered Payments. The Secured Obligations shall be deemed not to have been paid, observed or performed, and the Pledgor's obligations under the Collateral Documents in respect thereof shall continue and not be discharged, to the extent that any payment, observance or performance thereof by any Borrower or any Guarantor, or out of the proceeds of any other collateral, is recovered from or paid over by or for the account of any Secured Party for any reason, including as a preference or fraudulent transfer or by virtue of any subordination (whether present or future or contractual or otherwise) of the Secured Obligations, whether such recovery or payment over is effected by any judgment, decree or order of any court or governmental agency, by any plan of reorganization or by settlement or compromise by any Secured Party (whether or not consented to by any Borrower, the Pledgor or any Guarantor) of any claim for any such recovery or payment over. The Pledgor hereby expressly waives the benefit of any applicable statute of limitations and agrees that it shall be obligated hereunder with respect to any Secured Obligations whenever such a recovery or payment over thereof occurs.

Section 6.16 Evidence of Secured Obligations. The records of each Secured Party shall be conclusive evidence of the Secured Obligations owing to it and of all payments, observances and performances in respect thereof.

Section 6.17 Binding Nature of Certain Adjudications. The Pledgor shall be conclusively bound by the adjudication in any action or proceeding, legal or otherwise, involving any controversy arising under, in connection with, or in any way related to, any of the Secured Obligations, and by a judgment, award or decree entered therein.

Section 6.18 Subordination of Rights Against Borrower, Guarantors and Other Collateral.

(a) Release of "Claims" Against each Borrower Resulting from the Collateral Documents. The Pledgor hereby releases each Borrower and each Guarantor from all "claims" (as defined in Section 101(4) of the Bankruptcy Code or any similar provision of any other law,

foreign or domestic, relating to bankruptcy, insolvency, receivership or creditors rights) that the Pledgor might otherwise have against each Borrower, including any such claims to which the Pledgor may be entitled as a result of any right of subrogation, exoneration or reimbursement.

(b) Subordination of Other Rights. All rights that the Pledgor may at any time have against any Borrower, any Guarantor or any other collateral for the Secured Obligations (including rights of subrogation, exoneration, reimbursement and contribution and whether arising under applicable Law or otherwise) are hereby expressly subordinated to the prior payment, observance and performance in full of the Secured Obligations. The Pledgor shall not enforce any of the rights, or attempt to obtain payment or performance of any of the obligations, subordinated pursuant to this Section 6.18(b) until the Secured Obligations have been paid, observed and performed in full, except that such prohibition shall not apply to routine acts, such as the giving of notices and the filing of continuation statements, necessary to preserve any such rights. If any amount shall be paid to or recovered by the Pledgor (whether directly or by way of setoff, recoupment or counterclaim) on account of any right or obligation subordinated pursuant to this Section 6.18(b), such amount shall be held in trust by the Pledgor for the benefit of the Secured Parties, not commingled with any of the Pledgor's other funds and forthwith paid over to the Secured Party, in the exact form received, together with any necessary endorsements, to be applied and credited against, or held as security for, the Secured Obligations.

Section 6.19 Termination of Security Interest. (a) The Security Interest in (i) Collateral that the Pledgor is entitled to, and does, receive and retain, or withdraw, pursuant to Section 2.02 and (ii) Collateral disposed of by the Pledgor in a disposition to which a Section of this Agreement, by its express terms, does not apply shall terminate, and such item of Collateral shall be released therefrom, immediately upon such receipt, withdrawal or disposition, without any further action by the Lenders; provided, however, that such release shall not apply to any other Collateral, including the proceeds of the item of Collateral so disposed of.

(b) Security Interest and all of the Pledgor's obligations under Article 1, Article 4 and Article 5 shall terminate upon the latest of (a) the repayment, to the extent due, and, to the extent not due, the satisfaction or securing, in a manner acceptable to the Secured Party, of the Secured Obligations and (b) the discharge, dismissal with prejudice, settlement, release or other termination of any other Finance Document Related Claims that may be pending or threatened against the Indemnified Parties.

(c) In the absence of a Default or an Event of Default, the Secured Party shall be fully justified in failing or refusing to take any action under this Agreement or any other Collateral Document unless it shall first receive legal advice, in accordance with the terms hereof and the Credit Facility Agreement, or it shall first be indemnified or receive security to its satisfaction by the Secured Parties against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action.

Section 6.20 Designation of Notice. No notice shall be effective under Section 4.01(a) and (b) unless it is specifically designated, in the case of a notice under Section 4.01(a), "Notice of Proposed Merger" and in the case of a notice under Section 4.01(b) "Notice of Change of Organizational Identification Number, Name, Identity or Corporate Structure".

Section 6.21 Extension of Payment Dates. Whenever any payment to any Secured Party under the Collateral Documents would otherwise be due (except by reason of acceleration) on a day that is not a Business Day, such payment shall instead be due on the next succeeding Business Day. If the date any payment under the Collateral Documents is due is extended (whether by operation of any Collateral Document, applicable Law or otherwise), such payment shall bear interest for such extended time at the rate of interest applicable hereunder.

Section 6.22 GOVERNING LAW. THIS AGREEMENT SHALL, PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401, BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 6.23 LIMITATION OF LIABILITY. NEITHER THE SECURED PARTY NOR ANY SECURED CREDITOR SHALL HAVE ANY LIABILITY WITH RESPECT TO, AND THE PLEDGOR HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE FOR:

ANY LOSS OR DAMAGE SUSTAINED BY THE PLEDGOR, OR ANY LOSS, DAMAGE, DEPRECIATION OR OTHER DIMINUTION IN THE VALUE OF ANY COLLATERAL, THAT MAY OCCUR AS A RESULT OF, IN CONNECTION WITH, OR THAT IS IN ANY WAY RELATED TO, (i) ANY ACT OR FAILURE TO ACT REFERRED TO IN SECTION 6.10 OR (ii) ANY EXERCISE OF ANY RIGHT OR REMEDY UNDER THE COLLATERAL DOCUMENTS, EXCEPT, IN THE CASE OF CLAUSE (ii), FOR ANY SUCH LOSS, DAMAGE, DEPRECIATION OR DIMINUTION TO THE EXTENT THAT THE SAME IS DETERMINED BY A JUDGMENT OF A COURT THAT IS BINDING ON THE PLEDGOR AND THE SECURED PARTY, FINAL AND NOT SUBJECT TO REVIEW ON APPEAL, TO BE THE RESULT OF ACTS OR OMISSIONS ON THE PART OF THE SECURED PARTY CONSTITUTING (x) WILLFUL MISCONDUCT, (y) KNOWING VIOLATIONS OF LAW OR (z) SUCH PERSON'S FAILURE TO OBSERVE ANY OTHER STANDARD APPLICABLE TO IT UNDER ANY OF THE OTHER PROVISIONS OF THE COLLATERAL DOCUMENTS OR, BUT ONLY TO THE EXTENT NOT WAIVABLE THEREUNDER, APPLICABLE LAW.

Section 6.24 Counterparts. Each Collateral Document may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

Section 6.25 Entire Agreement. This Agreement embodies the entire agreement among the Pledgor, the Secured Party and the Secured Parties relating to the subject matter hereof and supersedes all prior agreements, representations and understandings, if any, relating to the subject matter hereof.

Section 6.26 Successors and Assigns. All of the provisions of each Collateral Document shall be binding upon and inure to the benefit of the Pledgor, the Secured Party and the Secured Creditors and their respective successors and assigns.

Section 6.27 Delivery of Opinions Authorized. The Pledgor hereby acknowledges and agrees that each Person that has rendered or may render an opinion, report or similar

communication, including legal opinions and accountant's reports, to any Person in connection with the Collateral Documents, has been and is hereby authorized and directed to so deliver such opinion, report or communication.

Section 6.28 Rights of Secured Party. In the performance of its obligations hereunder, the Secured Party shall be entitled to all of the rights, benefits, protections and immunities afforded to it pursuant to the Credit Facility Agreement and this Agreement. In no event shall the Secured Party be liable for special, indirect or consequential loss or damage of any kind whatsoever (including, but not limited to, lost profits), even if the Secured Party has been advised of the likelihood of such loss or damage and regardless of the form of action.

Section 6.29 Notice and Demands. Every notice or demand under this Agreement shall be in writing and may be given or made by telecopy or by first class mail with acknowledgment of receipt. Every notice or demand shall be sent as follows:

If to the Pledgor:

ATARI, INC.

417 Fifth Avenue
New York, NY 10016

Telecopier No.: 212-726-4214
Telephone No.: 212-726-6583
Attention: Kristen Keller

If to the Secured Party:

BANC OF AMERICA SECURITIES LIMITED

5 Canada Square, London E145AQ ENGLAND

Telecopier No.: 00 44 20 7174 6227
Telephone No.: 00 44 20 7174 4207
Attention: Annika Westling

Any notice sent by telecopy shall be confirmed by first class mail (with acknowledgement of receipt) dispatched as soon as practicable thereafter.

(c) Every notice or demand shall, except as otherwise expressly provided by this Agreement, be deemed to have been received (provided that it is received prior to 2:00 p.m. local time; otherwise it shall be deemed to have been received on the next following Business Day), in the case of a telecopy, at the time of dispatch thereof (provided, that if the date of dispatch is not a business day in the locality of the party to whom such notice or demand is sent, it shall be deemed to have been received on the next following business day in such locality) and, in the

case of a letter, at the time of receipt.

INTERPRETATION

Section 7.01 Definitional Provisions.

(a) Certain Terms Defined by Reference.

(i) Except where the context clearly indicates a different meaning, all terms defined in Article 1, 2A, 5, 8 or 9 of the UCC, as in effect on the date of this Agreement, are used herein with the meanings therein ascribed to them; such terms include "account", "chattel paper", "commercial tort claim", "control", "deposit account", "document", "equipment", "financial asset", "general intangibles", "goods", "instrument", "inventory", "money", "payment intangible", "proceeds", "promissory note", "registered organization", "security" and "security interest". In addition, the terms "account", "collateral" and "security interest", when capitalized, have the meanings specified in subsection (b) below and the term "deposit account" includes an account evidenced by a certificate of deposit.

(ii) Except in the case of "Agreement", "Collateral", "Event of Default", "Intellectual Property" and "Security Interest" and as otherwise specified herein, all terms defined in the Credit Facility Agreement are used herein with the meanings therein ascribed to them.

(b) Other Defined Terms. For purposes of this Agreement:

"Agreement" means this Pledge and Security Agreement, including all schedules, annexes and exhibits hereto, all as amended, modified or restated from time to time.

"Collateral" means the Pledgor's Rights, WHETHER SUCH RIGHTS ARE NOW OR HEREAFTER EXISTING, in each of the following items of property, whether, in the case of any item (a) NOW OR HEREAFTER EXISTING, (b) THE PLEDGOR NOW OR HEREAFTER HAS RIGHTS THEREIN, (c) IT IS NOW CONTEMPLATED, ANTICIPATED OR FORESEEABLE THAT SUCH ITEM WOULD BE COLLATERAL, (d) it is subject to Article 8 or 9 of the UCC or is Collateral by reason of one or more than one of the following clauses, AND WHEREVER THE SAME MAY BE LOCATED:

(i) All intellectual property and proprietary rights of every kind whatsoever in the interactive computer and video game known as "Test Drive Unlimited" (including, without limitation, all versions, prequels, sequels, expansion packs, add-on products and manuals), including, without limitation, all Trademarks and Trademark Licenses (including goodwill associated with such Trademarks and Trademark Licenses), Copyrights and Copyright Licenses, Patents and Patent Licenses, trade secrets, URL names, URL rights, URL applications and domain names related to the TDU Business, including but not limited to, all of the foregoing described on Schedule 7.01(b)-1 attached hereto (everything in this preceding subsection (i), the "Pledged Intellectual Property");

(ii) all of the Pledgor's rights (but not the obligation) to maintain claims for past, present and future infringements of the Pledged Intellectual Property and the right to enforce the same;

(iii) all Commercial Tort Claims;

(iv) all books, records, ledgers, files, correspondence, computer programs, tapes, disks and related data processing software (owned by the Pledgor or in which it has an interest) that at any time evidence or contain information relating to any Collateral described in clauses (i), (ii), (iii), (v), (vi) and (vii) hereto, or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(v) all documents of title, policies and certificates of insurance, securities, and other documents or instruments evidencing or pertaining to any Pledged Intellectual Property;

(vi) all claims (including the right to sue or otherwise recover on such claims) (A) relating to any Pledged Intellectual Property, (B) under warranties relating to any Pledged Intellectual Property and (C) against third parties for (1)(aa) loss, destruction, requisition, confiscation, condemnation, seizure, forfeiture or infringement of, or damage to, any Pledged Intellectual Property, (bb) payments due or to become due under leases, rentals and hires of any Pledged Intellectual Property, (cc) proceeds payable under or unearned premiums with respect to policies of insurance relating to any Pledged Intellectual Property and (2) breach of any Contract constituting Pledged Intellectual Property; and

(vii) all products and proceeds of any of the foregoing in whatever form;

The inclusion of "proceeds" of Collateral in the definition of "Collateral" shall not be deemed a consent by the Secured Party to any sale or other disposition of any Collateral not otherwise specifically permitted by the terms hereof.

"Collateral Debtor" means a Person (including a licensee of any Intellectual Property forming a part of the Collateral) obligated on, bound by, or subject to, a Collateral Obligation.

"Collateral Documents" means (i) this Agreement and (ii) all other agreements, documents and instruments related to, arising out of, or in any way connected with, (A) this Agreement, (B) any other agreement, document or instrument referred to in this clause (ii), or (C) any of the transactions contemplated by this Agreement or the Credit Facility Agreement.

"Collateral Obligation" means a Liability that is Collateral.

"Commercial Tort Claim" means a commercial tort claim listed on Schedule 7.01(b)-2.

"Contract" means (i) any agreement (whether bi-lateral or uni-lateral or executory or non-executory and whether a Person entitled to rights thereunder is so entitled directly or as a

third-party beneficiary), including a lease or license, (ii) any deed or other instrument of conveyance, (iii) any certificate of incorporation or charter and (iv) any bylaw.

“Copyright Licenses” means all Contracts naming the Pledgor as licensor or licensee and granting any right under any Copyright.

“Copyrights” means (i) (A) all copyrights now existing or hereafter created or acquired, (B) all registrations and recordings thereof and (C) all applications in connection therewith pending, at the time in question, in any Intellectual Property Recording Office, including the Copyrights listed on Schedule 7.01(b)-1 and (ii) all extensions and renewals of each Copyright, including Copyrights which are such by virtue of this clause (ii).

“Credit Facility Agreement” has the meaning set forth in the preamble hereof.

“Event of Default” means an Event of Default (as defined in the Credit Facility Agreement) determined as if the Pledgor is an Obligor.

“Finance Document Related Claim” means any claim or dispute (whether arising under applicable Law, under contract or otherwise, and, in the case of any proceeding relating to any such claim or dispute, whether civil, criminal, administrative or otherwise) in any way arising out of, related to, or connected with, the Finance Documents, the relationships established thereunder or any actions or conduct thereunder or with respect thereto, whether such claim or dispute arises or is asserted before or after the date of this Agreement or before or after the date on which all Obligations have been paid or satisfied in full.

“Governmental Approval” means any authorization, consent, approval, license or exemption (or the like) of or from, or action by, any Governmental Authority.

“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Intellectual Property” means (i) (A) Patents and Patent Licenses, (B) Trademarks and Trademark Licenses, and (C) Copyrights and Copyright Licenses, in each case whether registered, unregistered (with respect to Trademarks and Copyrights only) or pending registration and whatever the Intellectual Property Recording Office at which the same may be registered or pending, (ii) all reissues, divisions, continuations, continuations-in-part and extensions of any Intellectual Property referred to in clause (i) or this clause (ii), and (iii) all rights relating to all Intellectual Property which is such by virtue of clause (i), (ii) or this clause (iii), including rights under applications wherever pending and licenses relating thereto.

“Intellectual Property Recording Office” means, as appropriate, the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency of the United States, any state thereof, or any other country or political subdivision thereof.

“Law” means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests licenses, authorizations and permits.”

“Liability” of any Person means (in each case, whether with full or limited recourse) any indebtedness, liability, obligation, covenant or duty of or binding upon, or any term or condition to be observed by or binding upon, such Person or any of its assets, of any kind, nature or description, direct or indirect, absolute or contingent, due or not due, contractual or tortious, liquidated or unliquidated, whether arising under Contract, applicable Law, or otherwise, whether now existing or hereafter arising, and whether for the payment of money or the performance or non-performance of any act.

“Lien” means any lien, mortgage, deed of trust, pledge, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof and any agreement to give any security interest).

“Location” means, in the case of the Pledgor, its location as determined in accordance with Section 9-307 of the UCC.

“Patent Licenses” means all Contracts naming the Pledgor as licensor or licensee and granting any right to use any Patent.

“Patents” means (i) (A) all patents, now existing or hereafter acquired or invented, (B) all registrations and recordings thereof and (C) all applications in connection therewith pending, at the time in question, in any Intellectual Property Recording Office, including the Patents listed on Schedule 7.01(b)-1 and (ii) all reissues, divisions, continuations, continuations-in-part, extensions and renewals of each Patent, including Patents which are such by virtue of this clause (ii).

“Permitted Lien” means liens permitted under Section 22.3(c)(ii) of the Credit Facility Agreement.

“Person” means an individual, partnership, corporation, limited liability company, unincorporated organization, trust or joint venture, or a governmental agency or political subdivision thereof.

“Pledgor” has the meaning set forth in the preamble hereto.

“Product” means those patents, trade secrets and other tangible and intangible property that relate to any of the Collateral as of the date hereof for which the Pledgor owns or licenses the patents or other intellectual property rights related thereto.

“Representation and Warranty” means each representation or warranty made pursuant to or under (i) Article 2, Article 3 or any other provision of this Agreement, (ii) any of the other Collateral Documents or (iii) any amendment to, or waiver of rights under, this

Agreement or any of the other Collateral Documents, WHETHER OR NOT, IN THE CASE OF ANY REPRESENTATION OR WARRANTY REFERRED TO IN CLAUSE (i), (ii) OR (iii) OF THIS DEFINITION (EXCEPT, IN EACH CASE, TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED), THE INFORMATION THAT IS THE SUBJECT MATTER THEREOF IS WITHIN THE KNOWLEDGE OF THE PLEDGOR.

“Rights”, as applied to Collateral, means the Pledgor’s rights in that Collateral, WHATEVER THE NATURE OF THOSE RIGHTS and, in any event, INCLUDING THE PLEDGOR’S POWER TO TRANSFER RIGHTS IN SUCH COLLATERAL TO THE SECURED PARTY.

“Secured Obligations” means all advances to, and debts, liabilities, obligations, covenants and duties of, the Pledgor, any Borrower or any Guarantor arising under any Finance Document, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against the Pledgor or any Affiliate thereof of any proceeding under any Bankruptcy Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“Secured Creditor” means the Security Agent acting for itself and as agent for and representative (within the meaning of Section 9-102(a)(72)(E) of the UCC) of each of the Lenders (as defined in the Credit Facility Agreement).

“Secured Party” means the Security Agent.

“Security Agent” means Banc of America Securities Limited in its capacity as Security Agent under the Credit Facility Agreement, and any successor Security Agent appointed under and pursuant to the Credit Facility Agreement.

“Security Interest” means the mortgages, pledges and assignments to the Secured Party of, the continuing security interest of the Secured Party in, and the continuing lien of the Secured Party upon, the Collateral intended to be effected by the terms of this Agreement or any of the other Collateral Documents.

“TDU” means the interactive computer and video game known as “Test Drive Unlimited” (including, without limitation, all versions, prequels, sequels, expansion packs, add-on products and manuals).

“TDU Business” means the creation, improvement, modification, production, operation, distribution, sale, licensing and exploitation of TDU.

“Trademark Licenses” means all Contracts naming the Pledgor as licensor or licensee and granting any right to use any Trademark.

“Trademarks” means (i) (A) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired, (B) the goodwill associated therewith, (C) all registrations and recordings thereof, and (D) all

applications in connection therewith pending, at the time in question, in any Intellectual Property Recording Office, including the Trademarks listed on Schedule 7.01(b)-1 and (ii) all extensions and renewals of each Trademark, including Trademarks which are such by virtue of this clause (ii).

“UCC” means the Uniform Commercial Code as in effect in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “UCC” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

Section 7.02 Other Interpretative Provisions.


The interpretive provisions specified in Section 1.02 of the Credit Facility Agreement shall be applicable to this Agreement. If any conflict or inconsistency exists between this Agreement and the Credit Facility Agreement, the Credit Facility Agreement shall govern.

Section 7.03 Representations and Warranties. All Representations and Warranties shall be deemed made (a) in the case of any Representation and Warranty contained in this Agreement at the time of its initial execution and delivery, at and as of the date hereof and (b) in the case of any particular Representation and Warranty, wherever contained, at such other time or times as such Representation and Warranty is made or deemed made in accordance with the provisions of this Agreement or the document pursuant to, under or in connection with which such Representation and Warranty is made or deemed made.

[Signature Pages Follow]

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

ATARI, INC.,
as Pledgor

By 
Name: JAMES WILSON
Title: PRESIDENT, CEO

**BANC OF AMERICA SECURITIES
LIMITED,**
as Secured Party


By _____
Name:
Title:

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

ATARI, INC.,
as Pledgor

By _____
Name:
Title:

**BANC OF AMERICA SECURITIES
LIMITED,**
as Secured Party

By  _____
Name: Annika Weisling
Title: Asst. General Counsel

[Pledge and Security Agreement]

TRADEMARK
REEL: 003977 FRAME: 0035

SCHEDULE OF REQUIRED ACTION

Pursuant to, and without thereby limiting, its obligations under Section 1.03, the Pledgor hereby agrees that it will:

(a) file UCC-1 financing statements in a form required by law to perfect the security interest of the Secured Party in that portion of the Collateral that may be perfected by the filing of such financing statements or otherwise in a form acceptable to the Secured Party in its sole and absolute discretion (subject to the terms of the Credit Facility Agreement);

(b) in the case of any Collateral that is Intellectual Property, cause a duly executed copy of filings for Patents, Trademarks and Copyrights, as appropriate, in a form required by law to perfect the security interest of the Secured Party in such Collateral that may be perfected by the filing of such filings or otherwise in a form acceptable to the Secured Party in its sole and absolute discretion (subject to the terms of the Credit Facility Agreement), with respect thereto to be filed in the appropriate filing office;

(c) at all times (i) mark its books and records as may be necessary or appropriate to evidence, protect and perfect the Security Interest and (ii) cause its financial statements to reflect the Security Interest in Collateral with respect to which perfection is not effected by public filing, recording or possession.

(d) release of Infogrames Entertainment SA UCC filings related to the TDU Business or other filings with any Intellectual Property Recording Office related to the TDU Business.

SCHEDULE OF REQUIRED RECORDING AND OTHER TAXES AND RECORDING,
FILING AND OTHER FEES AND CHARGES

None.

INTELLECTUAL PROPERTY

TRADEMARK REGISTRATIONS

COUNTRY	TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
FRANCE	TEST DRIVE	97708508	DEC-11-1997
FRANCE	TEST DRIVER	1441765	NOV-10-1997
JAPAN	TEST DRIVE	4563765	APR-26-2002
JAPAN	TEST DRIVE	4468804	APR-20-2001
JAPAN	TEST DRIVE OFF-ROAD	4563766	APR-26-2002
JAPAN	TEST DRIVE OFF-ROAD	4464806	APR-06-2001
UNITED KINGDOM	TEST DRIVE	B1326323	NOV-09-1987
UNITED STATES	TEST DRIVE	2043493	MAR-11-1997

TRADEMARK APPLICATIONS

COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE
EUROPEAN COMMUNITY**	TEST DRIVE	004450326	JUN-17-2005

** Opposition resolved and in the process of being withdrawn.

TEST DRIVE US COPYRIGHT REGISTRATIONS

Test Drive 6	Dreamcast	Atari, Inc.	PA 1-070-939	2/19/02
Test Drive 6	PC	Atari, Inc.	PA 1-070-764	2/15/02
Test Drive a/k/a Test Drive 7	PC	Atari, Inc.	PA 1-125-179	12/23/02
Test Drive a/k/a Test Drive 7	PS2	Atari, Inc.	PA 1-117-160	7/19/02
Test Drive a/k/a Test Drive 7	XBOX	Atari, Inc.	PA 1-117-219	7/19/02
Test Drive Off Road Wide Open	PS2	Atari, Inc.	PA 1-112-819	2/19/02
Test Drive Off-Road Wide Open	XBOX	Atari, Inc.	PA 1-112-818	2/19/02
Test Drive Unlimited	Xbox 360	Atari, Inc.	PA-1-353-360	12/6/06
Test Drive Unlimited	PC	Atari, Inc.	PA-1-380-700	6/13/07

Test Drive Unlimited	PS2	Atari, Inc.	PA-1-392-843	6/13/07
The Duel: Test Drive II	PC	Atari, Inc.	TX-2-281-108	4/10/90

TEST DRIVE DOMAIN REGISTRATIONS

Domain Name	Expiration Date
td6.com	3/9/2011
tdgame.com	5/9/2009
tdgames.com	5/9/2009
testdrive5.com	6/4/2010
testdrive8.com	3/7/2011
testdrive8.net	3/7/2011
testdrivefast.com	6/27/2009
testdriveinfo.com	5/30/2009
testdriveinfo00.com	6/27/2009
testdriveinfo1.com	6/27/2009
testdriveinfo10.com	6/27/2009
testdriveinfo2.com	6/27/2009
testdriveinfo3.com	6/27/2009
testdriveinfo4.com	6/27/2009
testdriveinfo5.com	6/27/2009
testdriveinfo6.com	6/27/2009
testdriveinfo7.com	6/27/2009
testdriveinfo8.com	6/27/2009
testdriveinfo9.com	6/27/2009
testdriveinfox.com	6/27/2009
testdriveinfoxm.com	6/27/2009
testdrivespeed.com	6/27/2009
testdrivetd.com	6/27/2009
testdriveticket.com	6/27/2009
testdrivetrip.com	6/27/2009
Testdriveunlimited.com	1/6/2011
tdfiredup.com	3/6/2011
tdfu.com	12/17/2009
tdlemans.com	5/26/2010
tdu2.com	2/27/2014
testdriveunlimited2.com	2/27/2014
tdof.com	9/05/2009
tdof.org	9/05/2009
tdstreet.com	9/27/2009

ELEMENTS OF THE FRANCHISE OWNED BY LICENSOR FOR TEST DRIVE UNLIMITED:

Cars/Bikes

- Models
- Textures and other materials
- Special Effects
- Interiors (gauges, instrument panel)
- Car variations (equipment, colors)
- Sound
- Animations (doors opening, wheels turning)
- Licensed cars source material

Characters

- Models & Rigging
- Textures and other materials
- Clothes and other add-ons
- Animations
- Facial posing and animations
- Special Effects

Landscape

- Modeling
- Textures and other materials
- Special Effects
- Buildings (models, textures, special effects, materials)
- Objects (signs, lightposts, furniture)
- Sky
- Lighting
- Post Effects
- Island topographic information
- Photos

Interface

- Interface screens
- HUD graphics
- Display windows during game play
- Map
- Text

Cinematics

- In-engine cinematics
- Rendered movies

Audio

- Sound Effects
- Voice Over
- Sound ambience
- Music
- Audio mix
- Source material

Game Code (excludes code related to the proprietary engine)

- Game modes
- Game options
- Challenges
- Online play (racing, clubs, friends list)
- Car/bikes tuning
- Car interior functionality
- Character upgrades
- Free roaming racing
- Map
- Dealerships
- Stores
- Interface menus
- HUD implementation
- AI
- Physics tuning
- Radio

SOURCE CODE AND GOLD MASTERS

1. Licensor has Source Code, which may include archive files (game design, game mechanisms, etc.), for the following titles:

Test Drive, unknown platform
Test Drive, GFX (image assets)
Test Drive, Xbox
Test Drive 5, unknown platforms
Test Drive 5, unknown platforms
Test Drive 5, unknown platforms
Test Drive 5, PC
Test Drive Off Road, PSX
Test Drive Unlimited Xbox360, PS2, PSP

2. Licensor has Gold Masters for the following titles:

Test Drive 5, PC
 Test Drive 5, PSX
 Test Drive 5, PC General Motors Division
 Test Drive 6, PC
 Test Drive 6, PSX
 Test Drive 7, (a/k/a Test Drive) PC
 Test Drive 7, (a/k/a Test Drive) PS2
 Test Drive Off Road, PC
 Test Drive Off Road, PSX
 Test Drive Off Road, Xbox
 Test Drive Off Road 2, PC
 Test Drive Off Road 2, PSX
 Test Drive Off Road 3, PC
 Test Drive Off Road 3, PSX
 Test Drive Off Road Wide Open, PS2
 Test Drive Unlimited, PC
 Test Drive Unlimited, Xbox360
 Test Drive Unlimited, PS2
 Test Drive Unlimited, PSP

3. Licensor has neither Source Code nor Gold Masters for the following:

Test Drive 2
 Test Drive 3
 Test Drive 4
 Test Drive 2001
 Test Drive Off Road: Wide Open 2001

PATENTS

None.

LICENSES

ATARI COMPANY*	CONTRACTING PARTY	CONTRACT TYPE	AGREEMENT DATE	AGREEMENT EXPIRATION DATE
Accolade Inc.	Carroll Shelby Licensing, Inc.	Content License-In Intellectual Property	4/22/1998	12/31/2012
Accolade Inc.	Carroll Shelby Licensing, Inc.	Content License-In Intellectual Property	4/22/1998	12/31/2012
Accolade Inc.	Carroll Shelby Licensing, Inc.	Content License-In Intellectual Property	4/22/1998	12/31/2012

ATARI COMPANY*	CONTRACTING PARTY	CONTRACT TYPE	AGREEMENT DATE	AGREEMENT EXPIRATION DATE
Accolade Inc.	Carroll Shelby Licensing, Inc.	Content License-In Intellectual Property	4/22/1998	12/31/2012
Accolade Inc.	Carroll Shelby Licensing, Inc.	Content License-In Intellectual Property	4/22/1998	12/31/2012
Accolade Inc.	Centerline Photography Inc.	Content License-In Stock Footage/Photo	11/5/1996	Perpetual
Accolade Inc.	Group Lotus Limited	Content License-In Intellectual Property	9/29/1999	9/28/2009
Accolade Inc.	Group Lotus Limited	Content License-In Intellectual Property	9/29/1999	9/28/2009
Accolade Inc.	Jensen Motors Limited	Content License-In Intellectual Property	6/18/1999	6/17/2009
Accolade Inc.	Roadrunner Records, Inc.	Content License-In Music	8/10/1998	Perpetual
Accolade Inc.	Tommy Tallarico Studios	Content License-In Music	9/18/1997	Perpetual
Accolade Inc.	Tommy Tallarico Studios	Content License-In Music	5/5/1998	Perpetual
Accolade Inc.	Tommy Tallarico Studios	Content License-In Music	4/2/1999	Perpetual
Accolade Inc.	Tommy Tallarico Studios	Content License-In Music	7/15/1998	Perpetual
Accolade Inc.	Toyota Motorsport GmbH	Content License-In Intellectual Property	6/1/1999	5/31/2009
Atari, Inc.	AC Cars (USA) LLC	Car License	3/1/2005	12/31/2015
Atari, Inc.	Ascari Cars Ltd.	Car License	5/1/2005	12/31/2010
Atari, Inc.	Aston Martin Lagonda Limited	Car License	1/1/2005	12/31/2009
Atari, Inc.	Audi Inc.	Car License	9/11/2006	9/4/2011
Atari, Inc.	B. Engineering srl	Car License	3/1/2005	12/31/2010
Atari, Inc.	Carroll Shelby Licensing, Inc.	Car License	9/1/2005	9/30/2010
Atari, Inc.	Caterham Cars Ltd.	Car License	5/1/2005	12/31/2013
Atari, Inc.	Daimler Chrysler AG	Car License	7/25/2006	12/31/2009
Atari, Inc.	DaimlerChrysler Corporation	Car License	2/24/2005	12/31/2010
Atari, Inc.	DaimlerChrysler Corporation	Car License		12/31/2010
Atari, Inc.	Ducati Motor Holding S.p.A.	Car License	9/5/2006	9/30/2009
Atari, Inc.	Farboud Sports Cars Ltd	Car License	5/1/2005	12/31/2013
Atari, Inc.	Fiat Auto S.p.A	Car License	12/13/2005	12/31/2010
Atari, Inc.	Ford Motor Company	Car License	1/1/2005	12/31/2009
Atari, Inc.	General Motors Corporation	Car License	1/1/2001	3/31/2011
Atari, Inc.	GM Holden	Car License	7/23/2007	12/31/2009
Atari, Inc.	Group Lotus Limited	Car License	9/26/2005	4/30/2010
Atari, Inc.	Jaguar Cars, Ltd.	Car License	1/1/2005	12/31/2009
Atari, Inc.	Kawasaki Motors Corp.	Car License	1/1/2006	12/31/2009
Atari, Inc.	Koenigsegg Automotive AB	Car License	4/1/2005	12/31/2015
Atari, Inc.	Lamborghini Artimarca S.p.A.	Car License	4/1/2005	12/31/2010

ATARI COMPANY*	CONTRACTING PARTY	CONTRACT TYPE	AGREEMENT DATE	AGREEMENT EXPIRATION DATE
Atari, Inc.	Lexus, a division of Toyota Motor Sales, U.S.A., Inc.	Car License	11/21/2006	11/20/2016
Atari, Inc.	McLaren Group Limited Mercedes-Benz	Car License	5/1/2005	1/31/2013
Atari, Inc.	Accessories GmbH Microsoft Corporation	Car License		12/31/2009
Atari, Inc.	(Ferrari)	Car License	2/16/2006	12/31/2009
Atari, Inc.	MV Agusta SpA Nissan North America, Inc.	Car License	5/30/2005	5/29/2011
Atari, Inc.		Car License	1/1/2006	12/31/2009
Atari, Inc.	Noble Automotive Limited	Car License	5/1/2005	12/31/2013
Atari, Inc.	Pagani Automobili S.p.a	Car License	3/1/2005	4/30/2015
Atari, Inc.	quattro	Car License	9/20/2006	9/4/2011
Atari, Inc.	RUF Vertrieb GmbH	Car License	3/1/2005	3/1/2014
Atari, Inc.	Saleen Performance	Car License	2/15/2005	12/31/2010
Atari, Inc.	Spyker Automobielen BV	Car License	3/1/2005	4/30/2013
Atari, Inc.	Triumph Designs Limited	Car License	1/1/2006	12/31/2011
Atari, Inc.	TVR Engineering Ltd.	Car License	9/1/2005	12/31/2013
Atari, Inc.	Volkswagen AG Wiesmann GmbH & Co. KG	Car License	9/15/2006	
Atari, Inc.		Car License	3/1/2005	12/31/2010
Atari, Inc.	IGA Worldwide, Inc.	In Game Advertising	3/9/2006	3/8/2008
Atari, Inc.	The Tire Rack, Inc.	IP License-In	2/27/2006	
Atari, Inc.	Microsoft Licensing GP	License	7/26/2006	
Atari, Inc.	2 Thumbs	Music License		
Atari, Inc.	Ace Records Ltd.	Music License	7/26/2006	7/25/2016
Atari, Inc.	Ace Records Ltd. BMG Music Publishing Limited	Music License	7/26/2006	7/25/2016
Atari, Inc.		Music License	10/18/2006	9/4/2016
Atari, Inc.	Bucks	Music License		
Atari, Inc.	Bucks	Music License		
Atari, Inc.	Chrysalis	Music License		
Atari, Inc.	Concord Music Group	Music License	5/10/2006	
Atari, Inc.	Domino Record Co Ltd Drowned in Sound Recordings Limited	Music License	6/20/2006	
Atari, Inc.	EMI Music Publishing Limited	Music License	2006	
Atari, Inc.		Music License	7/1/2006	6/30/2016
Atari, Inc.	Fantasy Jazz Grant Wilson-Claridge & Richard D. James t/a Rephlex by the Way	Music License		
Atari, Inc.	Jim Burke	Music License	5/20/2006	
Atari, Inc.	Johnny Panic	Music License	2006	
Atari, Inc.	Johnny Panic	Music License	5/8/2006	
Atari, Inc.	Koka Media	Music License	8/29/2006	
Atari, Inc.	Lefties Soul Connection	Music License	4/26/2006	4/25/2016
Atari, Inc.	Marine Parade	Music License	2006	
Atari, Inc.	Mute Neil Himmons, Neil Lole, Jason Langdell, Michael Wilson & James Connolly	Music License	5/8/2006	

ATARI COMPANY*	CONTRACTING PARTY	CONTRACT TYPE	AGREEMENT DATE	AGREEMENT EXPIRATION DATE
Atari, Inc.	Next Century Records	Music License	6/7/2006	
Atari, Inc.	Nimrod Productions Limited	Music License	Undated	
Atari, Inc.	Nimrod Productions Limited	Music License	2006	
Atari, Inc.	Nimrod Productions Limited	Music License	2006	
Atari, Inc.	Olmeto ltd	Music License	5/5/2006	
Atari, Inc.	Play It Again Sam SPRL	Music License	5/18/2006	
Atari, Inc.	Propaganda Records	Music License	4/26/2006	
Atari, Inc.	Riverman Publishing Ltd	Music License	4/19/2006	
Atari, Inc.	Riverman Records Ltd	Music License	4/19/2006	
Atari, Inc.	Riverman Records Ltd	Music License	4/19/2006	
Atari, Inc.	Smashtrax Music LLC	Music License	5/16/2006	
Atari, Inc.	Sony/ATV	Music License		
Atari, Inc.	Southern Fried Records	Music License	5/8/2006	
Atari, Inc.	Strictly Confidential	Music License	6/20/2006	6/19/2016
Atari, Inc.	Universal	Music License		
Atari, Inc.	Universal Music Operations Limited	Music License	1/25/2007	8/31/2016
Atari, Inc.	Warner Chappell	Music License		
Atari, Inc.	Will Hensel	Music License	4/19/2006	
Atari, Inc.	Will Hensel Copyright Control	Music License	4/19/2006	
Atari, Inc.	WOS/PIAS	Music License		
Atari, Inc.	Ecko Complex LLC	Product Placement	1/20/2006	
Atari, Inc.	Hawaiian Airlines, Inc. and IGA Hive Limited	Product Placement/Sponsorship	10/16/2006	
Atari, Inc.	GameSpy Industries, Inc.	Technology License	10/21/2004	
Infogrames North America, Inc.	Roadblock Music, Inc.	Content License-In Music	8/10/1998	Perpetual
Infogrames North America, Inc.	Roadblock Music, Inc. o/b/o Itself & Hatefile Music	Content License-In Music	7/15/1998	Perpetual
Infogrames North America, Inc.	Roadcrew Music, Inc. (BMI)	Content License-In Music	8/10/1998	Perpetual
Infogrames North America, Inc.	Roadrunner Records, Inc. (2)	Content License-In Music	10/5/1999	Perpetual
Infogrames North America, Inc.	Roadrunner Records, Inc. (2)	Content License-In Music	6/12/2001	Perpetual
Infogrames North America, Inc.	Roadrunner Records, Inc. (2)	Content License-In Music	7/15/1998	Perpetual
Infogrames North America, Inc.	Roadrunner Records, Inc. (2)	Content License-In Music	6/12/2001	Perpetual
Infogrames, Inc.	F Communications, SARL	Content License-In Music	5/1/2002	
Infogrames, Inc.	Financial Times Business, Inc.	Content License-In Intellectual Property	4/1/2002	
Infogrames, Inc.	G4 Media, LLC	Content License-In Intellectual Property	4/1/2002	
Infogrames, Inc.	Outdoor Recreation Group, The	Content License-In Intellectual Property	4/1/2002	
Infogrames, Inc.	RE/MAX International,	Content License-In	4/1/2002	

ATARI COMPANY*	CONTRACTING PARTY	CONTRACT TYPE	AGREEMENT DATE	AGREEMENT EXPIRATION DATE
	Inc.	Intellectual Property		
Infogrames, Inc.	Subaru Of America, Inc.	Content License-In Intellectual Property	3/1/1999	Life of Product or any sequel.
Infogrames, Inc.	Subaru Of America, Inc.	Content License-In Intellectual Property	3/1/1999	Life of Product or any sequel.
Infogrames, Inc.	TVR Engineering Ltd.	Content License-In Intellectual Property	6/26/1997	12/31/2010
Infogrames, Inc.	TVR Engineering Ltd.	Content License-In Intellectual Property	6/26/1997	12/31/2010
Infogrames, Inc.	TVR Engineering Ltd.	Content License-In Intellectual Property	6/26/1997	12/31/2010
Infogrames, Inc.	TVR Engineering Ltd.	Content License-In Intellectual Property	6/26/1997	12/31/2010

* Accolade Inc., Infogrames, Inc. and Infogrames North America, Inc. were merged into or became Atari, Inc.

SCHEDULE OF COMMERCIAL TORT CLAIMS

None.