

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
38 Studios, LLC		05/22/2009	LIMITED LIABILITY COMPANY: DELAWARE
38 Studios Baltimore, LLC		05/22/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	THQ Inc.		
Street Address:	29903 Agoura Road		
City:	Agoura Hills		
State/Country:	CALIFORNIA		
Postal Code:	91301		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	78971976		
Serial Number:	77696544		
Serial Number:	77069853		
Serial Number:	77097754	38 STUDIOS	
Serial Number:	77150320	38 STUDIOS	
Serial Number:	77127958	38 38 STUDIOS	
Serial Number:	77097485	GMG	
Serial Number:	77097488	HOW COOL WOULD IT BE IF...	
Registration Number:	3523565	MASS SETTS GAME CHALLENGE 38	
Serial Number:	77380851	OEE	
Serial Number:	77484601	ONLINE ENTERTAINMENT EXPERIENCE	
Serial Number:	77383429	THE ORIGINAL ONLINE ENTERTAINMENT EXPERIENCE	

OP \$540.00 78971976

Serial Number:	77486501	THE PREMIER ONLINE ENTERTAINMENT EXPERIENCE
Serial Number:	78789451	BIG HUGE ENGINE
Serial Number:	78789414	BIG HUGE ENGINE
Registration Number:	2849468	BIG HUGE GAMES
Registration Number:	3446528	RISE OF LEGENDS
Registration Number:	3383443	RISE OF LEGENDS
Registration Number:	3383445	RISE OF LEGENDS
Registration Number:	2980035	RISE OF NATIONS
Registration Number:	2765721	RISE OF NATIONS

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: kschoff@choate.com
Correspondent Name: Choate, Hall & Stewart LLP
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Address Line 2: Attn: Kell L. Schoff
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2006358-0003
NAME OF SUBMITTER:	Kell L. Schoff
Signature:	/Kell L. Schoff/
Date:	05/27/2009

Total Attachments: 35
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SECURITY AGREEMENT

This Security Agreement (this "Agreement") is dated as of May 22, 2009 among 38 Studios, LLC, a Delaware limited liability company ("38 Studios"), 38 Studios Baltimore, LLC, a Delaware limited liability company ("38 Baltimore" and, jointly and severally with 38 Studios, the "Debtors", and each a "Debtor") and THQ, Inc., a Delaware corporation ("THQ")

WITNESSETH

WHEREAS, 38 Studios, 38 Baltimore, THQ and Big Huge Games, Inc., a Delaware corporation and wholly-owned subsidiary of THQ ("BHG") are parties to an Asset Purchase Agreement dated as of the date hereof (as amended from time to time, the "Asset Purchase Agreement") pursuant to which 38 Baltimore has agreed to buy, and BHG has agreed to sell, substantially all of the Assets of BHG on the terms and conditions set forth therein; and

WHEREAS, in connection with the Asset Purchase Agreement, THQ, BHG and 38 Studios entered into that certain Studio Work for Hire Agreement dated as of March 27, 2009 (as amended from time to time, the "SWFH Agreement") pursuant to which, among other things, 38 Studios agreed to pay to THQ certain costs and expenses incurred by or on behalf of BHG during the period from the date of the SWFH Agreement to the date of closing under the Asset Purchase Agreement (such costs and expenses being referred to herein and in the SWFH Agreement as the "Development Costs") and such other amounts as may be payable under the SWFH Agreement; and

WHEREAS, the respective payment and performance obligations of the Debtors to THQ and BHG under the Asset Purchase Agreement (including, without limitation, the Development Costs) and the SWFH Agreement are referred to herein as the "Secured Obligations"; and

WHEREAS, it is a condition precedent of the willingness of THQ and BHG to close under the Asset Purchase Agreement, and defer payment of approximately \$870,000 due from 38 Studios to THQ under the SWFH Agreement in connection therewith, that the Debtors execute and deliver this Agreement and grant THQ a first priority security interest in the Collateral (as defined below) as collateral security for the Secured Obligations;

NOW, THEREFORE, to induce THQ and BHG to close the transactions contemplated by the Asset Purchase Agreement, and to defer payment of a portion of the Development Costs, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Security Interest. As collateral security for the due payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Debtor hereby grants to THQ, a continuing security interest in all of such Debtor's right, title and interest in, to and under all of the following property (as each such term is used in the UCC), whether now owned or existing or hereafter acquired or arising (all being collectively referred to herein as "Collateral"):

- (i) investment property;
- (ii) goods;
- (iii) equipment;
- (iv) inventory;
- (v) instruments (including, without limitation, promissory notes);
- (vi) accounts;
- (vii) documents;
- (viii) chattel paper (whether tangible or electronic);
- (ix) deposit accounts;
- (x) fixtures;
- (xi) letters-of-credit, letter-of-credit rights and support obligations;
- (xii) the commercial tort claims set forth on Exhibit 1(xii) hereto;
- (xiii) general intangibles (including, without limitation, payment intangibles and Intellectual Property Collateral (as defined below), but excluding insurance proceeds relating to cargo insurance and workers' compensation);
- (xiv) all of such Debtor's other tangible and intangible personal property and fixtures (but none of its obligations with respect thereto) of every kind and nature; and
- (xv) any and all additions, accessions and attachments to any of the foregoing and any substitutions, replacements, proceeds (including, without limitation, insurance proceeds), products and supporting obligations of the foregoing.

THQ's lien on and security interest in the Collateral is sometimes referred to herein as the "Lien." Notwithstanding anything to the contrary set forth herein, with respect to any Subsidiary of any of the Debtors that is not organized or incorporated under the laws of the United States or any state thereof or the District of Columbia (a "Foreign Subsidiary"), the Collateral shall include and the Lien shall extend to only sixty-five percent (65%) of the outstanding voting equity of such Foreign Subsidiary which is owned directly by the Debtor. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 1 hereof attach to (i) any permit, lease, license, contract or other agreement held by any Debtor that validly prohibits the creation by such Debtor of a Lien thereon, or any permit, lease, license, contract or other agreement held by any Debtor to the extent that any applicable law prohibits the

creation of a Lien thereon, but only, in each case, to the extent, and for so long as, such prohibition is not removed, terminated or rendered unenforceable or otherwise deemed ineffective by the UCC (including Sections 9-406, 9-407, 9-408, or 9-409 thereof) or any other applicable law, or (ii) any "intent to use" trademark application until a statement of use has been filed and accepted by the US PTO, provided, however, that any proceeds, substitutions or replacements of any property included in the subclause above shall not be excluded (unless such proceeds, substitutions or replacements would itself constitute property excluded under the above subclause) (collectively referred to herein as the "Excluded Collateral").

2. Secured Obligations; Events of Default.

(a) The Lien granted hereby shall secure the due payment and performance of the Secured Obligations.

(b) As used herein, the term "Event of Default" means any breach by a Debtor of its payment or performance obligations under this Agreement, the Asset Purchase Agreement or the SWFH Agreement

3. Special Warranties and Covenants of the Debtors; Further Assurances. In furtherance of the grant of the security interest pursuant to Section 1 hereof, each Debtor hereby represents and warrants to, and covenants and agrees with, THQ that:

(a) Such Debtor is the sole beneficial owner of, and has good and marketable title to, the Collateral in which it purports to grant a security interest pursuant to Section 1 hereof, and no lien exists or will exist on such Collateral at any time, except for the Lien of THQ. Such Debtor will defend such Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

(b) Such Debtor's legal name, and state of incorporation or organization are set forth on Exhibit 3(b) hereto. As of the date hereof, the addresses of the chief executive offices, principal places of business and any other place of business of such Debtor and the locations of any Collateral (including Collateral located at warehouses and the like) and of all Debtor's records concerning the Collateral are listed on Exhibit 3(b) hereto. Except as set forth on Exhibit 3(b) hereto, during the five (5) years ended on the date hereof, neither such Debtor nor any of its predecessors-in-interest has conducted any business or sold any goods under any name (including any fictitious business or trade name) other than its legal name. Such Debtor will only change its name or do business under any other fictitious business names or trade names during the term of this Agreement after giving not less than fifteen (15) Business Days' prior written notice to THQ. As of the date hereof and except as set forth on Exhibit 3(b) hereto, no Collateral is in the possession of, or under the control of, any person other than a Debtor or THQ. Until termination of this Agreement pursuant to Section 9(b) hereof: (i) such Debtor shall not change the jurisdiction of its incorporation or organization or move its chief executive office, principal place of business or office at which is kept its books and records (including computer printouts and programs) from the locations existing on the date hereof

and listed on Exhibit 3(b) hereto; (ii) a Debtor shall not establish any offices or other places of business at any other location; (iii) a Debtor shall not move any of the Collateral (other than Collateral in-transit or out for repair) to any location other than those locations existing on the date hereof and listed on Exhibit 3(b) hereto; unless, in each case of clauses (i), (ii) and (iii) above, (x) a Debtor shall have given THQ ten (10) Business Days' prior written notice of its intention to do so, identifying the new location and providing such other information as THQ deems necessary, and (y) a Debtor shall have delivered to THQ such necessary or reasonably advisable documentation, in form and substance reasonably satisfactory to THQ and as required by THQ, to preserve the perfection and priority of THQ's security interest in the Collateral. Without limiting the foregoing, such Debtor will at all times during the term of this Agreement keep its books and records, servers, data warehouses and other material Collateral only at locations for which collateral access agreements, binding on and enforceable against the applicable landlords or other third parties in respect of such locations, are in full force and effect.

(c) As of the date hereof, annexed hereto as Exhibit 3(c) is a complete list of all trade names, trade name rights, issued patents and applications therefor, registered trademarks, registered copyrights and applications therefor (the "Intellectual Property"). There are no assertions or claims challenging the validity of any of the Intellectual Property Collateral. To the actual knowledge of the Debtors, the business of such Debtor as now conducted and proposed to be conducted does not conflict with any issued patents, patent rights, licenses, registered trademarks, trademark rights, trade names, trade name rights or registered copyrights of others. There is no infringement of any material Intellectual Property Collateral of such Debtor. To the extent any Intellectual Property appearing on Exhibit 3(c) is part of the "Purchased Assets" as such term is used in the Asset Purchase Agreement, the Debtors shall be entitled, from time to time on or before June 5, 2009, to deliver amendments to such Schedule 3(c) relating to such Purchased Assets, and any breach of a representation of the Debtors contained herein relating to any such Purchased Assets shall not constitute an Event of Default during the period from the date hereof through June 5, 2009.

(d) Such Debtor will keep the Collateral, including, without limitation, all inventory and equipment, in good repair, working order and condition, ordinary wear and tear excepted, and insured at all times in accordance with industry standards.

(e) Such Debtor's inventory is not currently maintained and will not be maintained with any bailee that issues negotiable warehouse receipts or other negotiable instruments therefor. Such Debtor agrees that if, notwithstanding the foregoing, any warehouse receipt or receipt in the nature of a warehouse receipt is issued with respect to any of its inventory (or any other Collateral), such receipt shall not be "negotiable" (as such term is used in the Uniform Commercial Code as in effect in any relevant jurisdiction or under other relevant law). If, notwithstanding the foregoing, any negotiable warehouse receipts or other negotiable documents are issued with respect to any of the inventory (or other Collateral), all such instruments shall be held for the benefit of THQ and shall be immediately endorsed to the order of THQ and delivered by Debtor to THQ to be held by

THQ as Collateral hereunder. In addition, at the request of THQ, such Debtor will notify all warehousemen, bailees, agents, processors and other similar persons of the Lien created pursuant to the Security Documents and will cause each to hold all Collateral for the account of, and subject to the instructions of, THQ.

(f) It is the intention of the parties hereto that none of the Collateral shall become fixtures and such Debtor shall take all reasonable action or actions as may be necessary to prevent any of the Collateral from becoming fixtures. No Debtor shall affix any of the Collateral to real property in any manner which would change its nature from that of personal property to real property or to a fixture. Each Debtor will, if requested by THQ, use its reasonable efforts to obtain waivers of liens, in form and substance reasonably satisfactory to THQ, from each other person (including lessors) having any interest in the real property on which any of the Collateral is or is to be located.

(g) Except in the ordinary course of business, without the prior written consent of THQ, such Debtor shall not amend, modify or waive any of its rights under or with respect to, any of the accounts receivable, if the effect thereof would be to reduce the value thereof or materially and adversely impair any remedies of such Debtor or THQ under or with respect thereto.

(h) Such Debtor will, to the extent permitted by applicable law, and at the request of THQ, specifically assign to THQ all federal government contracts and will (upon request of THQ) cooperate with THQ in giving notice of such assignment pursuant to the Federal Assignment of Claims Act. Such Debtor will cooperate with THQ in providing such further information with respect to contracts with any governmental authority as THQ may reasonably request and will provide such instruments of further assurance with respect to such contracts as THQ may reasonably request.

(i) Such Debtor will promptly notify THQ, of any loss or damage to any Collateral in excess of \$10,000 (or any loss or damage to any Collateral if previous losses or damages in the aggregate exceed such amount) or any request by any account debtor for any material credit or adjustment with respect to any accounts receivable other than in the ordinary course of business and to which Debtor intends to agree.

(j) Such Debtor will promptly notify THQ upon acquiring or otherwise obtaining any Collateral after the date hereof consisting of (1) deposit accounts, (2) investment property, (3) letter-of-credit rights in excess of, individually or in the aggregate, \$10,000, (4) electronic chattel paper with a value in excess of, individually or in the aggregate, \$10,000, (5) documents or (6) instruments.

(k) Except to the extent identified under the definition of Collateral above, such Debtor does not hold any commercial tort claim as of the date hereof. Such Debtor will promptly notify THQ (which notification shall be deemed to automatically amend Exhibit 1(xii) hereto) of any commercial tort claim of such Debtor in excess of \$25,000 (or any commercial tort claim of such Debtor if previous commercial tort claims in

the aggregate exceed such amount) not specifically identified herein and grant to THQ a security interest in any such commercial tort claim and the proceeds thereto.

(l) Such Debtor shall and shall cause each of its Subsidiaries to place a conspicuous legend on each of its contracts which constitutes chattel paper with a value in excess of \$10,000, individually or in the aggregate, which legend will state: "THIS IS CHATTEL PAPER IN WHICH A LIEN HAS BEEN GRANTED TO THQ, INC. If any Debtor shall at any time hold or acquire any promissory notes or tangible chattel paper with a value in excess of \$10,000, individually or in the aggregate, such Debtor shall forthwith endorse, assign or deliver the same to THQ accompanied by instruments of transfer or assignment duly executed in blank as THQ may from time to time specify.

(m) If so requested by THQ, each Debtor will cause each depository bank where such Debtor maintains a deposit account to execute an agreement pursuant to which the depository bank agrees to comply, without the further consent of such Debtor, at any time, with instructions from THQ to such depository bank directing the disposition of funds from time to time credited to such deposit account or agree to THQ becoming the customer of the depository bank with respect to such deposit accounts, with such Debtor being permitted, only with the consent of THQ, to exercise rights to withdraw funds from such deposit account. THQ shall not give any such instructions or withhold any withdrawal rights from such Debtor, unless an Event of Default has occurred and is continuing.

(n) If any Debtor shall at any time hold or acquire any certificated securities, such Debtor shall forthwith endorse, sign and deliver the same to THQ accompanied by such instruments of transfer assignment duly executed in blank as THQ may from time to time specify. If any securities are now or hereafter acquired by any Debtor and such securities are uncertificated and are issued to the Debtor or its nominee directly by the issuer thereof, such Debtor shall forthwith notify THQ thereof and at THQ's request and option, pursuant to an agreement in form and substance satisfactory to THQ either (i) cause the issuer to agree to comply without further consent of such Debtor or such nominee, at any time with instructions from THQ as to such securities or (ii) arrange for THQ to become the registered owner of the securities. If any securities, whether certificated or uncertificated or other investment property now or hereafter acquired by the Debtor are held by any Debtor or its nominee through a securities intermediary or commodity intermediary, the Debtor shall forthwith notify THQ thereof and at THQ's request and option, pursuant to an agreement in form and substance reasonably satisfactory to THQ, either (x) cause such securities intermediary or commodity intermediary, as the case may be, to agree to comply, in each case, without further consent of such Debtor or such nominee, at any time with entitlement orders or other instructions from THQ to such securities intermediary as to such securities or other investment property, or to apply any value distributed on account of any commodity contract as directed by THQ to such commodity intermediary or (y) in the case of financial assets or other investment property held through a securities intermediary, arrange for THQ to become the entitlement holder with respect to such investment property, with such Debtor being permitted, only with the

consent of THQ, to exercise rights to withdraw or otherwise deal with such investment property. THQ shall not give any such entitlement order or instructions or directions to any such issuers, securities intermediary or commodity, unless an Event of Default has occurred and is continuing.

(o) If any Collateral not otherwise covered by (a) -(n) above is at any time in the possession of any person or entity other than a Debtor or THQ (a "Third Party"), and if the value of such Collateral exceeds \$10,000 individually or \$25,000 in the aggregate, the Debtor shall promptly notify THQ thereof, and at THQ's request and option, shall promptly obtain an acknowledgment from the Third Party, in form and substance reasonably satisfactory to THQ that the Third Party holds such collateral for the benefit of THQ and such Third Party's agreement to comply, without further consent of the Debtor, at any time with the instructions of THQ as to such Collateral. THQ agrees with the Debtor that THQ shall not give any such instructions unless an Event of Default has occurred and is continuing.

(p) If any Debtor at any time holds or acquires an interest in any electronic chattel paper with a value in excess of \$10,000, individually or in the aggregate, such Debtor shall promptly notify THQ thereof and, at the request and option of THQ, shall take such action as THQ may reasonably request to vest in THQ control of such electronic chattel paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and any other applicable law.

(q) If any Debtor is at any time the beneficiary under a letter of credit with a value in excess of \$10,000, individually or in the aggregate, such Debtor shall promptly notify THQ thereof and, at the request and option of THQ, such Debtor shall, pursuant to an arrangement in form and substance reasonably satisfactory to THQ, either (i) arrange for the issuer of such letter of credit and any confirmed or other nominated person of such letter of credit to consent to an assignment to THQ the proceeds of the letter of credit or (ii) arrange for THQ to become the transferee beneficiary of such letter of credit, with THQ agreeing in each case that the proceeds of such letter of credit are to be applied to satisfaction of the Secured Obligations in such order as THQ may determine.

(r) Each Debtor agrees that, from time to time upon request of THQ, such Debtor will execute and deliver such further documents and do such other acts and things as THQ may reasonably request in order fully to effect the purposes of this Agreement.

(s) Subject to the terms of this Agreement, each Debtor further agrees, upon the request and option of THQ, to take any and all other actions as THQ may determine to be necessary or reasonably advisable for the attachment, perfection and first priority of, and the ability of THQ to enforce, THQ's security interest in any and all of the Collateral, including without limitation, (i) executing and delivering and where appropriate filing financing statements and amendments relating thereto under the UCC to the extent, if any, that such Debtor's signature thereon is required therefor, (ii) causing THQ's name to

be noted as THQ on any certificate of title for a titled good with a value in excess of \$10,000 individually, if such notation is a condition to attachment, perfection or priority of, or the ability of THQ to enforce, THQ's security interest in such Collateral, (iii) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of THQ to enforce THQ's security interest in such Collateral, (iv) obtaining governmental and other third party waivers, consents and approvals in form and substance reasonably satisfactory to THQ, including, without limitation, any consent of any licensor, lessor or other persons obligated on Collateral, and (v) obtaining waivers from mortgagees and landlords in form and substance reasonably satisfactory to THQ. Each Debtor further authorizes THQ to file initial financing statements describing the Collateral, and any amendments thereto and ratifies and affirms any such filings occurring prior to the date hereof and further authorized the use of the following descriptions or other similarly phrased descriptions of the Collateral in such financing statements: "all personal property of the Debtor" or "all assets of the Debtor".

(t) Such Debtor confirms that value has been given to it by THQ, that it has rights in such Debtor's Collateral and that, other than as specifically set forth above, it has not agreed with THQ to postpone the time for attachment of any of the security interest in any of the Collateral. The security interests created by this Agreement will have effect and be deemed to be effective whether or not the Secured Obligations are owing or in existence after or upon the date of this Agreement.

(u) Each Debtor agrees to indemnify THQ and hold it and them harmless from and against any and all injuries, claims, damages, judgments, liabilities, costs and expenses (including, without limitation, reasonable fees and disbursements of counsel), charges and encumbrances which may be incurred by or asserted against THQ in connection with or arising out of any assertion, declaration or defense of THQ's rights or security interests under the provisions of this Agreement, the Asset Purchase Agreement or the SWFH Agreement, permitting it to collect, settle or adjust accounts or to deal with account debtors in any way or in connection with the realization, repossession, safeguarding, insuring or other protection of the Collateral or in connection with the collecting, perfecting or protecting THQ's liens and security interests hereunder other than to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of THQ.

4. Special Provisions Concerning Intellectual Property Collateral. Without limiting the generality of the other provisions of this Agreement:

(a) If a Debtor shall create or obtain rights to any Intellectual Property (or any other Intellectual Property Collateral) in addition to those set forth in Exhibit 3(c) attached hereto, the provisions of this Agreement shall automatically apply thereto and such Debtor shall take such action as THQ may reasonably request to more fully evidence the same, including the execution of a collateral security agreement in form satisfactory to

THQ to be filed with the US PTO, US Copyright Office or any other Governmental Authority. Such Debtor shall promptly notify THQ in writing of any new patent application or issuance or trademark or copyright application or registration in which such Debtor has an ownership interest.

(b) Each Debtor: (i) authorizes THQ, without any further action by such Debtor, to amend Exhibit 3(c) to reference any Intellectual Property (or any other Intellectual Property Collateral (as defined below)) acquired by such Debtor after the date hereof or to delete any reference to any right, title or interest in any Intellectual Property (or any other Intellectual Property Collateral) in which such Debtor no longer has or claims any right, title or interest; (ii) will promptly (but in any event within ten (10) Business Days after becoming aware thereof) notify THQ, of the institution of, or any adverse determination in, any proceeding in the US PTO, US Copyright Office or in any federal, state or foreign court or agency regarding a Debtor's claim of ownership, or the enforceability or validity of any of the Intellectual Property Collateral (other than the expiration of patents at the end of their statutory term), in each case that does or could reasonably be expected to materially and adversely affect the value of any of the Intellectual Property Collateral, the ability of such Debtor or THQ to dispose of any of the same or the rights and remedies of THQ in relation thereto; (iii) will promptly notify THQ of any suspected infringement of any of the Intellectual Property Collateral by any third party or any claim by any third party that such Debtor is infringing upon the intellectual property rights of such third party, in either case that does or could reasonably be expected to, individually or in the aggregate, materially adversely affect the value of any of the Intellectual Property Collateral; (iv) concurrently or promptly thereafter with the filing of any patent application or application for registration of any trademark or copyright in the United States, will execute, deliver and record in the appropriate registers and offices in the United States, an appropriate form of a collateral security agreement evidencing THQ's security interest therein (and, subject to Section 4(e), will do so outside the United States if reasonably requested by THQ); and (v) will keep accurate and complete records in all material respects in respect of the Intellectual Property Collateral.

(c) For the sole purpose of enabling THQ to exercise rights and remedies under Section 6 of this Agreement at such time as THQ shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Debtor hereby grants to THQ, to the extent such Debtor is permitted to grant such license, a nonexclusive license (exercisable without payment of royalty or other compensation to such Debtor) to use or sublicense any and all of the Intellectual Property Collateral now owned or hereafter acquired by such Debtor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof. THQ will only exercise such license upon the occurrence and during the continuance of any Event of Default. Each Debtor further agrees that, upon the occurrence and during the continuance of any Event of Default, THQ may take any or all of the following actions: (i) declare the entire right, title and interest of such Debtor in and to the Intellectual Property Collateral vested in THQ, in which event such right, title and interest shall immediately vest in THQ;

(ii) take and use and/or sell the Intellectual Property Collateral (or any portion thereof) and carry on the business and use the assets of such Debtor in connection with which the Intellectual Property Collateral (or any portion thereof) has been used; (iii) bring suit to enforce the Trademarks, Patents and/or Copyrights or any of the other Intellectual Property Collateral and/or any licenses thereunder or other rights with respect thereto; (iv) direct such Debtor to refrain, in which event such Debtor shall refrain, from using the Intellectual Property Collateral (or any portion thereof) in any manner whatsoever, directly or indirectly; and (v) direct such Debtor to execute, in which event such Debtor shall execute, such other and further documents that THQ may reasonably request to further confirm the provisions hereof and to further evidence the foregoing assignment. Upon request of THQ, such Debtor also shall make available to THQ, to the extent within such Debtor's power and authority, such individuals then in such Debtor's employ to assist in the production, advertisement and sale of the products and services sold under the Trademarks, Copyrights and Patents or any of the other Intellectual Property Collateral, such individuals to be available to perform their prior functions on THQ's behalf and to be compensated at the expense of such Debtor.

(d) For the purposes of this Agreement, "Intellectual Property Collateral" means:

(i) all registered trademarks and service marks, applications for registration of trademarks and service marks, and trade names, together with the goodwill appurtenant thereto, owned, held (whether pursuant to a license or otherwise), used or to be used, in whole or in part, in conducting each Debtor's businesses, (the "Trademarks");

(ii) all issued patents and patent applications of each Debtor, including, without limitation, the inventions and improvements described and claimed therein (the "Patents");

(iii) all registered copyrights and applications for registration of copyrights of each Debtor and all rights in literary property (the "Copyrights");

(iv) all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any Trademarks, Patents and/or Copyrights; all income, royalties, damages and payments now or hereafter due and/or payable with respect to any Trademarks, Patents and/or Copyrights, including, without limitation, damages and payments for past or future infringements thereof; all rights (but no obligation) to sue for past, present and future infringements of any Trademarks, Patents and/or Copyrights or bring interference proceedings with respect thereto; and all rights corresponding to any Trademarks, Patents and/or Copyrights throughout the world;

(v) all rights and interests of each Debtor pertaining to common law and statutory trademark, service marks, trade names, slogans, labels, trade secrets,

patents, copyrights, corporate names, company names, business names, fictitious business names, trademark or service mark registrations, designs, logos, trade styles, applications for trademark registration and any other indicia of origin;

(vi) all operating methods, formulae, processes, know-how and the like of each Debtor;

(vii) all domain names set forth on Exhibit 3(c) and subject to any contractual restrictions prohibiting or limiting such use.

(e) Notwithstanding anything else set forth herein, the taking of actions outside the United States may be required in order to create and/or preserve the perfection and priority of any security interest in the Intellectual Property Collateral that is protected under non-U.S. law, and unless reasonably requested by THQ, no Debtor shall have any obligation to record or file, or take any other actions, to create a perfected Lien on or security interest in any non-U.S. Intellectual Property Collateral, and even if so requested by THQ, the Debtors shall only be obligated to do so to the extent that any such Lien on or security interest in non-U.S. Intellectual Property Collateral can be perfected under applicable laws and regulations.

5. Power of Attorney; Notices.

(a) Power of Attorney. Each Debtor hereby irrevocably constitutes and appoints THQ and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full power and authority in the place and stead of such Debtor or in THQ's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorney the power and right, on behalf of the Debtor, without notice to or assent by the Debtor, to (i) upon the occurrence and continuance of an Event of Default, endorse the names of such Debtor on any checks, notes, drafts or other forms of payment or security that may come into the possession of THQ or any Affiliate of THQ, to sign the Debtor's name on invoices or bills-of-lading, drafts against customers, notices of assignment, verifications and schedules, (ii) upon the occurrence and continuance of an Event of Default, sell, transfer, pledge, make any arrangement with respect to or otherwise dispose of or deal with any of the Collateral consistent with the UCC and (iii) do acts and things which THQ deems necessary or useful to protect, preserve or realize upon the Collateral and THQ's security interest therein. The powers granted herein, being coupled with an interest, are irrevocable until all of the Secured Obligations (other than contingent indemnification obligations not yet asserted, due or payable) are paid and finally satisfied in full in cash and this Agreement is terminated. The powers conferred on THQ hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Neither THQ nor any attorney-in-fact shall be liable for any act or omission, error in judgment or

mistake of law *provided* the same is not the result of gross negligence, bad faith or willful misconduct of THQ.

(b) Notices. Upon the occurrence of an Event of Default, THQ may notify account debtors and other persons obligated on any of the Collateral that the Collateral has been assigned to THQ or of its Lien on and security interest therein and to direct such account debtors and other persons obligated on any of the Collateral to make payment of all amounts due or to become due to a Debtor directly to (or in accordance with the instructions of) THQ and upon such notification and at such Debtor's expense to enforce collection of any such Collateral, and to adjust, compromise or settle for cash, credit or otherwise upon any terms the amount of payment thereof. THQ may, at any time following the occurrence of an Event of Default, notify the U.S. Postal Service authorities to change the address of delivery of mail to an address designated by THQ. After making of such a request or the giving of any such notification, each Debtor shall (i) hold any proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by it for the benefit of THQ without commingling the same with such Debtor's other property, (ii) turn the same over to THQ in the identical form received, together with any necessary endorsements or assignments and (iii) at the request of THQ, institute depository, lockbox and other similar credit procedures providing for the direct receipt of such sums. THQ shall apply the proceeds of collection of such Collateral received by THQ to the Secured Obligations, in such order as THQ may determine, such proceeds to be immediately credited after final payment in cash or other immediately available funds of the items giving rise to them.

6. Remedies of THQ.

(a) Enforcement. Upon the occurrence and continuance of an Event of Default, THQ shall have, in addition to all of its other rights under this Agreement by operation of law or otherwise (which rights shall be cumulative), all of the rights and remedies of a secured party under the UCC and shall have the right, to the fullest extent permitted by law, without charge, to enter any Debtor's premises, and until it completes the enforcement of its rights in the Collateral subject to its security interest hereunder and the sale or other disposition of any property subject thereto, take possession of such premises without charge, rent or payment therefor (through self help without judicial process and without having first given notice or obtained an order of any court), or place custodians in control thereof, remain on such premises and use the same for the purpose of completing any work in progress, preparing any Collateral for disposition, and disposition of and/or collecting any Collateral. Without limiting the foregoing, upon the occurrence and continuance of an Event of Default, THQ may, without demand, advertising or notice, all of which such Debtor hereby waives (except as the same may be required by law), sell, lease, license or otherwise dispose of and grant options to a third party to purchase, lease, license or otherwise dispose of any and all Collateral held by it or for its account at any time or times in one or more public or private sales or other dispositions, for cash, on credit or otherwise, at such prices and upon such terms as THQ, in its sole discretion, deems advisable. At any such sale the Collateral or any portion thereof may be sold in one lot as

an entirety or in separate parcels or portions as THQ in its sole discretion deems advisable.

Each Debtor agrees that if notice of sale shall be required by law, such requirement shall be met if such notice is mailed, postage prepaid, to such Debtor at its address set forth in Schedule 3(b) hereto or such other address as it may have, in writing, provided to THQ, at least ten (10) days before the time of such sale or disposition. THQ may postpone or adjourn any sale of any Collateral from time to time by an announcement at the time and place of the sale to be so postponed or adjourned, without being required to give a new notice of sale. Notice of any public sale shall be sufficient if it describes the Collateral to be sold in general terms, stating the amount(s) thereof and the nature of the business in which such Collateral was created. THQ may be the purchaser at any such sale if it is public, free from any right of redemption, which such Debtor also waives, and payment may be made, in whole or in part, in respect of such purchase price by the application of the Secured Obligations by THQ. Each Debtor with respect to its property constituting such Collateral, shall be obligated for, and the proceeds of sale shall be applied first to, the costs of taking, assembling, finishing, collecting, refurbishing, storing, guarding, insuring, preparing for sale, and selling the Collateral, including the fees and disbursements of attorneys, auctioneers, appraisers and accountants employed by THQ. Proceeds shall then be applied to the payment of all of the Secured Obligations in such order as THQ may determine. Upon final payment in full in cash of the Secured Obligations (other than contingent indemnification obligations not yet asserted, due or payable), and termination of the Commitments, THQ shall return any excess proceeds from the disposition of Collateral to such Debtor or to whomever may be fully entitled to receive the same or as a court of competent jurisdiction may direct. In the event that the proceeds of any sale or other disposition of the Collateral are insufficient to pay in full the Secured Obligations, the Debtors shall remain jointly and severally liable for any deficiency.

(b) Standards for Exercising Rights and Remedies. To the extent that applicable law imposes duties on THQ to exercise remedies in a commercially reasonable manner, each Debtor acknowledges and agrees that it is not commercially unreasonable for THQ (i) to fail to incur expenses reasonably deemed significant by THQ to prepare Collateral for disposition or otherwise to fail to complete raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against account debtors or other persons obligated on Collateral or to fail to remove liens or encumbrances on or any adverse claims against Collateral, (iv) to exercise collection remedies against account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other persons, whether or not in the same business as such Debtor, for expressions of interest in acquiring all or any portion of the Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets

of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, (xi) to purchase insurance or credit enhancements to insure THQ against risk of loss, collection or disposition of Collateral or to provide to THQ a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by THQ, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist THQ in the collection or disposition of any of the Collateral. Each Debtor acknowledges that the purpose of this paragraph is to provide non-exhaustive indications of what actions or omissions by THQ would fulfill THQ's duties under the UCC (or the Uniform Commercial Code as in effect in other relevant jurisdictions) in THQ's exercise of remedies against the Collateral and that other actions or omissions by THQ shall not be deemed to fail to fulfill such duties solely on account of not being indicated in this paragraph. Without limiting the foregoing, nothing contained in this paragraph shall be construed to grant any rights to each Debtor or to impose any duties on THQ that would not have been granted or imposed by this Agreement or by applicable law in the absence of this paragraph.

(c) Other Rights. Each Debtor agrees that THQ shall not have any obligation to preserve rights to any Collateral against prior parties or to proceed first against any Collateral or to marshall any Collateral of any kind for the benefit of any other creditors of such Debtor or any other person. During the continuance of an Event of Default, THQ is hereby granted, to the extent that such Debtor is permitted to grant a license or right of use, a non-exclusive license or other right to use, without charge, labels, patents, copyrights, rights of use, of any name, trade secrets, trade names, trademarks and advertising matter, or any property of a similar nature owned by such Debtor as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral and such Debtor's rights under all licenses and any franchise, sales or distribution agreements shall inure to THQ's benefit.

(d) Expenses. The Debtors agree that they shall jointly and severally pay on demand therefor all reasonable out-of-pocket costs and expenses incurred in amending, implementing, perfecting, collecting, defending, declaring and enforcing THQ's rights and security interests in the Collateral hereunder or other instrument or agreement delivered in connection herewith or therewith, including without limitation, searches and filings, expenses incurred in connection with the application, protection, maintenance, renewal or preservation of any of the Collateral, and THQ's reasonable attorneys' fees (regardless of whether any litigation is commenced, whether an Event of Default is declared hereunder, and regardless of tribunal or jurisdiction).

(e) Trustee, Liquidator, etc. Without limiting the generality of the foregoing and upon the occurrence and continuance of an Event of Default, THQ shall have the right to have a trustee, liquidator, receiver or similar official appointed to enforce its rights and remedies hereunder including, without limitation: (i) to take possession of and to manage, protect and preserve the Collateral and all other properties of the Debtors, (ii) to continue the operation of the businesses of the Debtors, (iii) to sell, transfer, assign or

otherwise dispose of the Collateral (or any portion thereof) and (iv) to collect all rents, issues, profits, fees, revenues and other income and proceeds thereof and apply the same to the payment of all expenses and other charges of such receivership, including the compensation of expenses incurred by such official, and to the payment of the Secured Obligations as aforesaid, and each Debtor hereby consents to such appointment without regard to the presence or absence of any misfeasance or malfeasance or any other fact or circumstance which otherwise would provide a defense to such appointment. If THQ shall request, or shall apply or petition for, the appointment of or taking possession by any such trustee, liquidator, receiver or other similar official, each Debtor will promptly evidence its consent thereto and will fully cooperate with such official.

7. Reserved.

8. Waivers, Remedies Cumulative, Etc.

(a) Each Debtor hereby waives presentment, demand, notice, protest and, all other demands and notices in connection with this Agreement or the enforcement of any of the rights and remedies of THQ hereunder or in connection with any Secured Obligations or any Collateral; consents to and waives notice of the granting of renewals, extensions of time for payment or other indulgences to such Debtor or any other person, or substitution, release or surrender of any Collateral, the addition or release of persons primarily or secondarily liable on any Secured Obligation, the acceptance of partial payments on any Secured Obligation and/or the settlement or compromise thereof. To the fullest extent permitted by law, each Debtor also hereby waives any rights and/or defenses such Debtor may have under any anti-deficiency laws or other laws limiting, qualifying or discharging the Secured Obligations and/or any of the remedies of THQ against such Debtor. Each Debtor further waives, to the fullest extent permitted by law: (i) any right it may have under any applicable law to notice (other than any requirement of notice explicitly provided herein) or to a judicial hearing prior to the exercise of any right or remedy provided by this Agreement and any right to set aside or invalidate any sale duly consummated in accordance with the foregoing provisions hereof on the grounds (if such be the case) that the sale was consummated without a prior judicial hearing; (ii) any right to damages occasioned by any lawful exercise by THQ of any right or remedy hereunder or referred to herein, including any damages arising as a result of any taking of possession of the Collateral; (iii) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of THQ's rights hereunder; (iv) all rights of redemption, appraisalment, valuation, stay, extension or moratorium now or hereafter in force under any applicable law and, (v) any right to oppose the appointment of a receiver as provided herein. To the fullest extent permitted by law, each Debtor hereby agrees it will not invoke any right it may have under any law which might cause delay in or impede the enforcement of the rights of THQ under this Agreement, and each Debtor hereby irrevocably waives the benefits of all such laws. Any sale of, or the grant of options to purchase, or any other realization upon, any Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of any Debtor therein and thereto, and shall be a perpetual bar both at law and in equity against such Debtor and against any

and all persons claiming or attempting to claim the Collateral so sold, optioned or realized upon, or any part thereof, from, through and under such Debtor.

(b) The obligations of the Debtors under this Agreement shall be absolute and unconditional irrespective of, and shall not be impaired by, whether or not any Debtor shall have notice or knowledge of any of the following: (i) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any Debtor or any other person; (ii) any lack of validity or enforceability of the Asset Purchase Agreement or the SWFH Agreement, or any other agreement or instrument relating thereto; (iii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Asset Purchase Agreement or the SWFH Agreement, or any other agreement or instrument relating thereto; (iv) any pledge, exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Secured Obligations; (v) any exercise or nonexercise, or any waiver, by THQ of any right, remedy, power or privilege under or in respect of any Secured Obligations, Collateral or any other security or guaranty therefor; or (vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, any Debtor.

(c) Each Debtor's waivers set forth in this Agreement have been made voluntarily, intelligently and knowingly and after each such Debtor has been apprised and counseled by its attorneys as to the nature thereof and its possible alternative rights.

(d) The powers conferred on THQ by this Agreement are solely to protect the interests of THQ and shall not impose any duty upon THQ to exercise any such power, and if THQ shall exercise any such power, such exercise by THQ shall not relieve such Debtor of any Default, and THQ shall be accountable only for amounts actually received as a result thereof. THQ shall not be required to take steps necessary to preserve any rights to or the value of or to collect any sums due in respect of any Collateral against prior parties but may do so at its option. Without limiting the generality of the foregoing, except as otherwise required by applicable law, rule or regulation, THQ shall have no duty or liability with respect to any claim or claims regarding any Debtor's ownership or purported ownership, or rights or purported rights arising from, the Intellectual Property Collateral (or any portion thereof) or any use, license, or sublicense thereof, whether arising out of any past, current or future event, circumstance, act or omission or otherwise. All of such duties and liabilities shall be exclusively the obligation of the relevant Debtor.

9. Reinstatement. Notwithstanding any provision to the contrary contained herein, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by THQ in respect of the Collateral or the Secured Obligations is rescinded, or must otherwise be restored or returned by THQ upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Debtor or any of its Affiliates or any guarantor of all or any part of the Secured Obligations, or upon the appointment of any intervenor, receiver or conservator of, or trustee or similar official for, any Debtor or any such Affiliate or guarantor, or

any substantial part of their respective properties or assets, or otherwise, all as though such payment had not been made.

10. General Provisions.

(a) Certain Definitions and Principles of Interpretation. In addition to the descriptions contained in Section 1 hereof, the items of Collateral referred to therein shall have all of the meanings ascribed to them in the UCC. All references in this Agreement to "Debtors" shall mean the Debtors jointly and severally.

(b) Termination. This Agreement and the Liens on the Collateral created hereby shall terminate when all of the Secured Obligations (other than contingent indemnification obligations not yet asserted, due or payable) have been paid and finally satisfied in full in cash. Upon termination as aforesaid, THQ shall promptly execute and deliver, at the expense of the Debtors, such releases, discharges and re-assignments as the Debtors may reasonably request, and any rights, title or interest granted, assigned, licensed or otherwise transferred to THQ or to any other person in connection with any Intellectual Property Collateral shall automatically and immediately (x) terminate, and (y) all such rights, title and interest shall revert to the applicable Debtor.

(c) Remedies Cumulative. No remedy conferred herein upon THQ is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No course of dealing between any Debtor or any Affiliate of any Debtor and THQ, and no delay in exercising any rights hereunder, shall operate as a waiver of any right of THQ.

(d) Waivers; Amendments. All amendments of this Agreement and all waivers of compliance herewith shall be in writing and shall be effected in compliance with Section 10(e) of this Agreement, and then only to the extent therein set forth.

(e) Communications/Notices. All communications and notices provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified, registered or first class mail as follows: (i) if to a Debtor, to the address appearing in Exhibit 3(b) attached hereto or such other address as may have been specified in writing by such Debtor to THQ at least 10 days prior to the issuance of such notice, and (ii) if THQ, at 29903 Agoura Road, Agoura Hills, California 91301, Attn: James M. Kennedy, Esq., or to such other address as THQ shall have designated in writing the Debtors at least 10 days prior to the issuances of such notice. All notices and other communications given to any party in accordance with the provisions hereof shall be deemed to have been given on the date of receipt.

(f) Successors and Assigns. This Agreement is entered into for the benefit of the parties hereto and their successors and permitted assigns. It shall be binding upon and shall inure to the benefit of the said parties, their successors and permitted

assigns. No Debtor shall assign or transfer any of its rights or obligations hereunder without the prior written consent of THQ and any attempted assignment shall be null and void.

(g) Governing Law. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, and all amendments and supplements hereof and all waivers and consents hereunder, shall be construed in accordance with and governed by the domestic substantive laws of The Commonwealth of Massachusetts without giving effect to any choice of law or conflicts of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

(h) Jurisdiction. Each Debtor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of The Commonwealth of Massachusetts and of the United States District Court of Massachusetts, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Commonwealth of Massachusetts or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each Debtor further agrees that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it in accordance with the laws of The Commonwealth of Massachusetts. Notwithstanding the foregoing, each Debtor agrees that nothing contained in this paragraph shall preclude the institution by THQ of any such suit, action or other proceeding in any jurisdiction other than The Commonwealth of Massachusetts.

(i) **WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

(j) Headings. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

(k) Entire Agreement; Survival. This Agreement embodies the entire agreement and understanding among THQ and the Debtors with respect to the Collateral, and supersedes all prior agreements and understandings relating to the subject matter hereof. The representations and warranties of each Debtor made or deemed made herein shall survive the execution and delivery of this Agreement.

(l) Severability. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof and thereof shall not in any way be affected or impaired thereby.

(m) Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[The remainder of this page is intentionally left blank]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument as of the date first above written with the intent to be legally bound hereby.

DEBTORS:

38 STUDIOS, LLC

By: 
Name: *and Schultz*
Title: *Chairman*

38 STUDIOS BALTIMORE, LLC

By: 
Name: *Chris Schultz*
Title: *Chairman*

[Signature Page to Security Agreement]

THQ INC.

By: James M. Kennedy
Name: James M. Kennedy
Title: EVP, Business + Legal Affairs

[Signature Page to Security Agreement]

TRADEMARK
REEL: 003993 FRAME: 0872

Commercial Tort Claims

None.

Exhibit 3(b)

**Name, Places of Business,
Location of Collateral, etc.**

Debtor	State of Organization	Organization No.	Chief Executive Office
38 Studios, LLC	Delaware		5 Clock Tower Place, Suite 140, Maynard, MA 01754
38 Studios Baltimore, LLC	Delaware		1954 Greenspring Drive, Timonium, MD 21093

Additional Places of Business (please designate 38 Studios, LLC or 38 Studios Baltimore, LLC):

- 1.
- 2.
- 3.
- 4.
- 5.

Possession or Control of Collateral by Third Parties:

Intellectual Property

38 Studios, LLC

IP Diligence Results

US Patents and Published Patent Applications

None.

(Note: Patent applications are not publicly available for eighteen (18) months after the date of filing, so any applications filed by 38 Studios, LLC within the last eighteen (18) months would not have been identified through the diligence search performed).

US Registered Copyrights

None.

US Trademark Registrations and Trademark Applications

Item	Mark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Liens
1.	(Monster Head Design)	Pending	78/971,976	9/12/2006			38 Studios, LLC	None
2.	(Monster Head Design)	Pending	77/696,544	3/23/2009			38 Studios, LLC	None
3.	(Monster Head Eating Planet Design)	Pending	77/069,853	12/21/2006			38 Studios, LLC	None
4.	38 STUDIOS	Pending	77/097,754	2/2/2007			38 Studios, LLC	None
5.	38 STUDIOS (& Design)	Pending	77/150,320	4/6/2007			38 Studios, LLC	None
6.	38 38 STUDIOS (& Design)	Abandoned	77/127,958	3/12/2007			38 Studios, LLC	None

Item	Mark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Liens
7.	GMG	Abandoned	77/097,485	2/2/2007			38 Studios, LLC	None
8.	HOW COOL WOULD IT BE IF...	Pending	77/097,488	2/2/2007			38 Studios, LLC	None
9.	MASS SETTS GAME CHALLENGE 38 (& Design)	Registered	77/354,282	12/18/2007	3,523,565	10/28/2008	38 Studios, LLC	None
10.	OEE	Pending	77/380,851	1/25/2008			38 Studios, LLC	None
11.	ONLINE ENTERTAINMENT EXPERIENCE	Pending	77/484,601	5/28/2008			38 Studios, LLC	None
12.	THE ORIGINAL ONLINE ENTERTAINMENT EXPERIENCE	Pending	77/383,429	1/29/2008			38 Studios, LLC	None
13.	THE PREMIER ONLINE ENTERTAINMENT EXPERIENCE	Pending	77/486,501	5/29/2008			38 Studios, LLC	None

Intellectual Property

(a) Registered Intellectual Property

Registration or Application Number	Title	Jurisdiction	Filing or issuance date	Actions
TX0005788429 (Copyright)	Rise of Nations	US Copyright Office	5/27/03	N/A
78789451 (Trademark application – pending)	Big Huge Engine	US Patent and Trademark Office	1/11/06	N/A
78789414 (Trademark application – pending)	Big Huge Engine	US Patent and Trademark Office	1/11/06	N/A
2849468 (Registered trademark)	Big Huge Games	US Patent and Trademark Office	11/18/03	N/A
3446528 (Registered trademark)	RISE OF LEGENDS	US Patent and Trademark Office	6/10/08	Assignment from Microsoft recorded.
3383443 (Registered trademark)	RISE OF LEGENDS	US Patent and Trademark Office	2/12/08	Assignment from Microsoft recorded.
3383445 (Registered trademark)	RISE OF LEGENDS	US Patent and Trademark Office	2/12/08	Assignment from Microsoft recorded.
2980035 (Registered trademark)	RISE OF NATIONS	US Patent and Trademark Office	7/26/05	Assignment from Microsoft recorded.
2765721 (Registered trademark)	RISE OF NATIONS	US Patent and Trademark Office	9/16/03	Assignment from Microsoft recorded.
<u>2,112,649</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Argentina</u>	9/11/2006	Assignment from Microsoft needs to be recorded.
<u>2,112,650</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Argentina</u>	9/11/2006	Assignment from Microsoft needs to be recorded.
<u>2,112,651</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Argentina</u>	9/11/2006	Assignment from Microsoft needs to be recorded.
<u>2,112,652</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Argentina</u>	9/11/2006	Assignment from Microsoft needs to be recorded.

Registration or Application Number	Title	Jurisdiction	Filing or issuance date	Actions
<u>2,112,648</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Argentina</u>	9/11/2006	Assignment from Microsoft needs to be recorded.
<u>1,053,333</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Australia</u>	5/3/2005	Assignment from Microsoft needs to be recorded.
<u>827,386,486</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Brazil</u>	1/22/2008	Assignment from Microsoft needs to be recorded.
<u>827,386,508</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Brazil</u>	1/22/2008	Assignment from Microsoft needs to be recorded.
<u>827,386,532</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Brazil</u>	1/22/2008	Assignment from Microsoft needs to be recorded.
<u>827,386,559</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Brazil</u>	1/22/2008	Assignment from Microsoft needs to be recorded.
<u>827,386,478</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Brazil</u>	3/11/2008	Assignment from Microsoft needs to be recorded.
<u>TMA732,157</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Canada</u>	1/13/2009	Assignment from Microsoft needs to be recorded.
<u>4,370,557</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>European Community</u>	5/3/2005	Assignment from Microsoft needs to be recorded.
<u>300,417,906</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Hong Kong</u>	5/10/2005	Assignment from Microsoft needs to be recorded.
<u>5,030,244</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Japan</u>	3/2/2007	Assignment from Microsoft needs to be recorded.
<u>45-17,685</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Korea Republic of (KR)</u>	10/10/2006	Assignment from Microsoft needs to be recorded.
<u>887,807</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Mexico</u>	6/23/2005	Assignment from Microsoft needs to be recorded.
<u>887,808</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Mexico</u>	6/23/2005	Assignment from Microsoft needs to be recorded.
<u>911,191</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Mexico</u>	11/30/2005	Assignment from Microsoft needs to be recorded.

Registration or Application Number	Title	Jurisdiction	Filing or issuance date	Actions
<u>887,809</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Mexico</u>	6/23/2005	Assignment from Microsoft needs to be recorded.
<u>887,806</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Mexico</u>	6/23/2005	Assignment from Microsoft needs to be recorded.
<u>729,023</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>New Zealand</u>	5/3/2005	Assignment from Microsoft needs to be recorded.
<u>231,340</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Norway</u>	3/10/2006	Assignment from Microsoft needs to be recorded.
<u>T05/07,287Z</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Singapore</u>	3/5/2005	Assignment from Microsoft needs to be recorded.
<u>T05/7,288H</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Singapore</u>	5/3/2005	Assignment from Microsoft needs to be recorded.
<u>T05/7,289F</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Singapore</u>	5/3/2005	Assignment from Microsoft needs to be recorded.
<u>T05/7,290Z</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Singapore</u>	5/3/2005	Assignment from Microsoft needs to be recorded.
<u>T05/7,286A</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Singapore</u>	5/3/2005	Assignment from Microsoft needs to be recorded.
<u>538,914</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Switzerland</u>	10/19/2005	Assignment from Microsoft needs to be recorded.
<u>1,193,595</u> (Registered trademark)	<u>RISE OF LEGENDS</u>	<u>Taiwan</u>	1/16/2006	Assignment from Microsoft needs to be recorded.
<u>1,936,223</u> (Registered trademark)	<u>RISE OF NATIONS</u>	<u>Argentina</u>	6/27/2003	Assignment from Microsoft needs to be recorded.
<u>1,929,878</u> (Registered trademark)	<u>RISE OF NATIONS</u>	<u>Argentina</u>	6/2/2003	Assignment from Microsoft needs to be recorded.
<u>2,009,542</u> (Registered trademark)	<u>RISE OF NATIONS</u>	<u>Argentina</u>	2/4/2005	Assignment from Microsoft needs to be recorded.
<u>922,220</u> (Registered trademark)	<u>RISE OF NATIONS</u>	<u>Australia</u>	1/13/2003	Assignment from Microsoft needs to be recorded.

Registration or Application Number	Title	Jurisdiction	Filing or issuance date	Actions
<u>824,876,490</u> (Trademark application – pending)	<u>RISE OF NATIONS</u>	<u>Brazil</u>	8/13/2002	Assignment from Microsoft needs to be recorded.
<u>824,876,504</u> (Registered trademark)	<u>RISE OF NATIONS</u>	<u>Brazil</u>	8/19/2008	Assignment from Microsoft needs to be recorded.
<u>824,876,474</u> (Trademark application – pending)	<u>RISE OF NATIONS</u>	<u>Brazil</u>	8/13/2002	Assignment from Microsoft needs to be recorded.
<u>2,800,043</u> (Registered trademark)	<u>RISE OF NATIONS</u>	<u>European Community</u>	12/15/2003	Assignment from Microsoft needs to be recorded.
<u>4,691,015</u> (Registered trademark)	<u>RISE OF NATIONS</u>	<u>Japan</u>	7/11/2003	Assignment from Microsoft needs to be recorded.
<u>580,127</u> (Registered trademark)	<u>RISE OF NATIONS</u>	<u>Korea Republic of (KR)</u>	4/13/2004	Assignment from Microsoft needs to be recorded.
<u>787,565</u> (Registered trademark)	<u>RISE OF NATIONS</u>	<u>Mexico</u>	4/23/2003	Assignment from Microsoft needs to be recorded.
<u>770,292</u> (Registered trademark)	<u>RISE OF NATIONS</u>	<u>Mexico</u>	11/26/2002	Assignment from Microsoft needs to be recorded.
<u>770,291</u> (Registered trademark)	<u>RISE OF NATIONS</u>	<u>Mexico</u>	11/26/2002	Assignment from Microsoft needs to be recorded.
<u>504,524</u> (Registered trademark)	<u>RISE OF NATIONS</u>	<u>Switzerland</u>	10/24/2002	Assignment from Microsoft needs to be recorded.
<u>1,042,118</u> (Registered trademark)	<u>RISE OF NATIONS</u>	<u>Taiwan</u>	5/1/2003	Assignment from Microsoft needs to be recorded.
<u>1,058,645</u> (Registered trademark)	<u>RISE OF NATIONS</u>	<u>Taiwan</u>	9/16/2003	Assignment from Microsoft needs to be recorded.
<u>1,048,803</u> (Registered trademark)	<u>RISE OF NATIONS</u>	<u>Taiwan</u>	7/1/2003	Assignment from Microsoft needs to be recorded.

(c) Registration.

Seller has not and shall not be obligated to record the assignment of Registered Intellectual Property from Microsoft Corporation in any jurisdiction outside of the United States.

(e) In-Bound Licenses.¹

Software/Contract	Website	Use	Notes
Havok Exhibit A36 to Software Technology License Agreement dated as of 7/31/07 between THQ and Havok.com Inc.	http://www.havok.com	Crucible Physics	Licensed for all Xbox 360, PS3, and PC on Crucible.
Decoda Source Code Site Software License Agreement dated as of 5/27/08 between THQ and Unknown Worlds Entertainment, Inc.	http://www.unknownworlds.com/decoda	Not used in game (used for LUA script debugging)	

¹ The Seller has been unable to locate several of the agreements pursuant to which it licenses the products listed below from third parties, including the license agreements for Gamespy, GameCoda, [BHG following up on others].

Software/Contract	Website	Use	Notes
Ageia Software License and Technical Cooperation Agreement, dated as of 4/8/05 between the Seller and Ageia Technologies, Inc. Development and License Agreement, dated as of 8/28/06 between the Seller and Ageia Technologies, Inc.	http://www.ageia.com	Rise of Legends Physics	Licensed for Rise of Legends.
GameCoda GameCoda License Agreement dated as of 5/1/05 between the Seller and Creative Technology Ltd.	http://developer.creative.com	Rise of Legends Audio	Licensed for Rise of Legends. Part of Creative Labs but no longer exists.
Gamespy Gamespy Developer Agreement, dated as of 6/1/05 between the Seller and GameSpy Industries, Inc.	http://www.gamespy.com	Online multi-player connectivity and community for Rise of Nations and Rise of Legends	Licensed for Rise of Nations and Rise of Legends.
BINK	http://www.radgametools.com/bnkmain.htm	Rise of Legends video compression and playback	Licensed for Rise of Legends.
RTPatch	http://www.pocketsoft.com	Patching software used for Rise of Nations and Rise of Legends	Licensed for Rise of Nations and Rise of Legends.

Software/Contract	Website	Use	Notes
SpeedTree	http://www.speedtree.com	Tree generation for graphics in Rise of Legends	Licensed for Rise of Legends.
FMod	http://www.fmod.org	Audio Library for Crucible	Licensed for Crucible.
Trapezoidal Shadow Map algorithm – Non-Exclusive License Agreement, dated as of 4/10/06 between the Seller and the National University of Singapore.	http://www.comp.nus.edu.sg/~tants/tsm.html	Shadow rendering algorithm used in Rise of Legends	Licensed for Rise of Legends.
Sony PS3 SDKs – licensed in connection with purchase by Seller of developer kit.	http://www.sony.com		Part of developer kit purchase and license agreement.
MS XDK – licensed in connection with purchase by Seller of developer kit.	http://www.microsoft.com		Part of developer kit purchase and license agreement.

Software/Contract	Website	Use	Notes
MS-Supplied Code: <ul style="list-style-type: none"> ▪ VINCE ▪ MGS Toolbox ▪ TNTLib ▪ Rockall Memory optimization library ▪ Age of Empires III source ▪ Optimizations built specifically for Big Huge Games 			Given the publisher/developer nature of Big Huge Games and Microsoft, there have been various amounts of cross-code pollination. Article 9 of the Employee Proprietary Information and Inventions Agreement signed by programmers provides that programmers who are employed with the Seller for more than one year may retain for personal reference and use computer source code which the programmers themselves developed. The Termination Agreement dated 1/19/07 between Microsoft and the Seller delineates the respective Intellectual Property ownership rights of Microsoft and the Seller.

Brian Reynolds granted to Parent Company a license for the software listed below pursuant to a License Agreement, dated as of 1/18/2008, between Mr. Reynolds and Parent Company:

1) The code for the JACKAL library, JGL library, DDGL library, and the code for all other development tools created by Firaxis Games between 6/1/96 and 12/21/99 and jointly owned by Mr. Reynolds.

2) The code for SOUND.DLL and all other sound tools developed by Firaxis Games between 6/1/96 and 12/21/99 and jointly owned by Mr. Reynolds.

3) Any code for the Light Year project, Sid Meier's Antietam, and any other game or project developed by Firaxis Games between 6/1/96 and 12/21/99, to the extent that such code is jointly owned by Mr. Reynolds.

(f) Out-Bound Licenses.

Big Huge Engine Development Platform License Agreement dated as of 9/19/06 between the Seller and Left Behind Games Inc ("Left Behind Games").²

Software Development Agreement dated 10/24/06 between the Seller and Microsoft (relating to "Y-pack" of "Age of Empires III").

Xbox Live Arcade Development Agreement dated 5/9/07 between the Seller and Microsoft and as amended per the Console Bundling Addendum, dated as of 10/31/08, between Microsoft and THQ.

License Agreement dated 8/16/07 between the Seller and PS Games.

Termination Agreement, dated 1/19/07, between Microsoft and the Seller.

(g) No Conflict.

Exhibit A36 to the Software Technology License Agreement, dated as of June 30, 2007, between THQ and Havok.com Inc may not be assigned without Havok's prior written consent.

Site Software License Agreement, dated as of 5/27/08, between THQ and Unknown Worlds Entertainment, Inc with respect to Decoda may not be assigned without Unknown Worlds' prior written consent.

Xbox 360 Development Kit License Agreement dated as of 2/1/06 between Seller and Microsoft may not be assigned without Microsoft's prior written consent.

Software Development Agreement dated 10/24/06 between the Seller and Microsoft (relating to "Y-pack" of "Age of Empires III") may not be assigned without Microsoft's prior written consent.

(l) Open Source Software. The following source code software is freely available to the Seller but contains certain restrictions on use:

1) LUA: This is a scripting language used in Crucible as well as an implementation written in C Code. It makes use of an MIT license which requires a party who uses LUA in its source code to provide notice that the source code is copyrighted.

² A Notice of Default, dated December 21, 2007, was sent by Seller to Left Behind Games, which notified Left Behind Games that they were in material breach of the Development Platform License Agreement and that such agreement would terminate if Left Behind Games failed to cure such breach within 30 days.

- 2) regexpp: This is a regular expression library used for searching and pattern-matching that requires users to provide a copyright notice.
- 3) WiiMote C++ Lib for Windows: This allows functionality for the Wii console of Nintendo on Windows. The Seller does not distribute this, but distribution would require propagation of a copyright notice.
- 4) Scintilla: This is a source code editing component. It makes use of a BSD-like license which requires a party who uses scintilla in its source code to provide notice that the code is copyrighted.

(n) Protection of Intellectual Property Assets.

THQ employees sign confidentiality, non-competition and non-solicitation agreement, which provides for an assignment of such employee's rights under the Employee Proprietary Information and Inventions Agreement between such employee and the Seller.

See Schedule 4.12(a)(i) for additional Work For Hire Agreements with contractors.

(o) Source Code.

The Seller routinely releases source code to the following vendors for the purpose of testing compatibility and performance with the vendors' products and making improvements:

- 1) Microsoft
- 2) NVIDIA
- 3) AMD (formerly, ATI)
- 4) Ageia
- 5) Intel
- 6) Left Behind Games (as an out-bound license agreement)