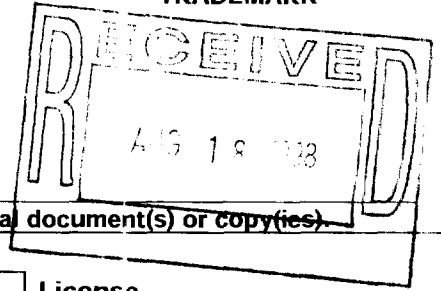


12-15-1998



100921451



MRO
8-18-98

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

12/10/1998 JWATKINS 00000141 75417506
40.00 DP
01 FC:481

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(212) 735-4133

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75417506	75341838	75341846
75358017	75313417	75319539
75452998		

1284449	1743989	1632452
1696213	2089737	1885078
1819476	1797144	1678690

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

** \$425.00 previously received

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Kristine Fyfe

12/2/98

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1641380"/>	<input type="text" value="1635168"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

08-21-1998



100797584

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New **8.18.98**

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

08/20/1998 DNGUYEN 00000030 75417506

FOR OFFICE USE ONLY

01 FC:481	40.00 OP
02 FC:482	375.00 OP
03 FC:998	10.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1825 FRAME: 0819

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/417,506"/>	<input type="text" value="75/341,838"/>	<input type="text" value="75/341,846"/>
<input type="text" value="75/358,017"/>	<input type="text" value="75/313,417"/>	<input type="text" value="75/319,539"/>
<input type="text" value="75/452,998"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,284,449"/>	<input type="text" value="1,743,989"/>	<input type="text" value="1,632,452"/>
<input type="text" value="1,696,213"/>	<input type="text" value="2,089,737"/>	<input type="text" value="1,885,078"/>
<input type="text" value="1,819,476"/>	<input type="text" value="1,797,144"/>	<input type="text" value="1,678,690"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Francis Hsueh

Name of Person Signing

Signature

08/17/98

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,641,380"/>	<input type="text" value="1,635,168"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (the "Trademark Agreement") dated as of August 12, 1998, between MicroProse California, Inc., a California corporation, successor in interest to Sphere, Inc., a California corporation, and successor in interest to Nexa Corporation, a California corporation (the "Debtor"), Hasbro, Inc., a Rhode Island corporation ("Hasbro"), and Hasbro Interactive, Inc., a Delaware corporation (together with Hasbro, the "Secured Parties")

WHEREAS, the Debtor and Hasbro are parties to a Software Distribution and Loan Agreement, dated as of August 12, 1998, (as amended and in effect from time to time, the "Agreement"), between the Debtor and Hasbro;

WHEREAS, the Debtor has executed and delivered to the Secured Parties a Security Agreement, dated August 12, 1998 (the "Security Agreement"), pursuant to which the Debtor has granted to the Secured Parties a security interest in certain of the Debtor's property, including without limitation all trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Secured Obligations (as defined in the Security Agreement);

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

§1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Security Agreement.

§2. Grant of Security Interest.

(a) As security for the prompt and complete payment and performance in full of all of the Secured Obligations, the Debtor hereby assigns, pledges and transfers to the Secured Parties and grants to the Secured Parties a security interest in and continuing lien on all of the Debtor's right, title and interest in, to and under the following, in each case, whether now owned or existing or hereafter acquired or arising, and wherever located: (a) any and all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, and all registrations, applications, and recordings thereof, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office (the "PTO") or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof including, but not limited to those U.S. and foreign registered trademarks and applications on Schedule A hereto (the "Trademarks") and (b) any reissues, extensions or renewals thereof and (c) all goodwill of the Debtor and its business, products and services appurtenant to, associated with or symbolized

by the Trademarks and (d) the proceeds thereof including (i) any and all accounts, chattel paper, instruments, other forms of money or currency or other proceeds payable to Debtor from time to time in respect of the Trademarks, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the Trademarks, (iii) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademarks any governmental authority (or any person or entity acting under color of governmental authority), (iv) any claim of Debtor against third parties for past, present, or future infringement or dilution of any Trademark or any injury to the goodwill associated with any Trademark, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the Trademarks

(b) The Debtor has executed in blank and delivered to the Secured Parties an assignment of registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Debtor hereby authorizes each Secured Party to complete as Secured Party and record with the PTO the Assignment of Marks attached hereto as Exhibit 1 solely upon the occurrence and during the continuance of an Event of Default and the exercise of the Secured Parties' remedies under this Trademark Agreement and the Security Agreement.

(c) Pursuant to the Security Agreement, the Debtor has granted to the Secured Parties a security interest in the Collateral (including the Trademarks). The Security Agreement, and all rights and interests of the Secured Parties in and to the Collateral (including the Trademarks) thereunder are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, conveyance, mortgage, pledge, hypothecation, and transfer of a security interest in the Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO or any state or foreign trademark registry adversely affect or impair the Security Agreement, the security interest of the Secured Parties in the Collateral (including the Trademarks) pursuant to the Security Agreement, the attachment and perfection of such security interest in the Collateral (including the security interest in the Trademarks), under the Uniform Commercial Code, or any present or future rights and interests of the Secured Parties in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement, or the Uniform Commercial Code. Any and all rights and interests of the Secured Parties in and to the Trademarks (and any and all obligations of the Debtor with respect to the Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Parties (and the obligations of the Debtor) in, to or with respect to the Collateral (including the Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Agreement or the Security Agreement, as the case may be, shall control.

§3. Representations, Warranties and Covenants. The Debtor represents, warrants and covenants that, except as previously or concurrently disclosed in writing by the Debtor to the Secured Parties:

(a) Schedule A hereto sets forth a true and complete list of all registered Trademarks and Trademark applications owned by the Debtor;

(b) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks;

(c) To the best of the Debtor's knowledge, each of the Trademarks is valid and enforceable;

(d) To the best of the Debtor's knowledge, there is no infringement by others of the Trademarks;

(e) No claim has been made that the use of any of the Trademarks violates the rights of any third person and, to the best of the Debtor's knowledge, there is no infringement by the Debtor of the trademark rights of others;

(f) The Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the Trademarks, free and clear of any liens, charges, encumbrances, and adverse claims, and other than the security interest and assignment created by the Security Agreement and this Trademark Agreement, and free and clear of all licenses and registered user agreements and covenants by Debtor not to sue third persons, except as previously disclosed to the Secured Parties in writing by the Debtor;

(g) The Debtor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained;

(h) The Debtor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks;

(i) The Debtor has used, and will continue to use, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks;

(j) This Trademark Agreement, together with the Security Agreement, will create in favor of the Secured Parties perfected security interests in the Trademarks protected under the laws of the United States or any State thereof superior and prior to all liens, rights or claims of all other persons, (other than Permitted Liens, as described in the Security Agreement), upon making the filings and recordings referred to in clause (k) of this §3; and

(k) Except for the filing of financing statements with the Secretary of State of the State of California under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (i) for the grant by the Debtor or the effectiveness of the security interest and assignment granted hereby or for the execu-

tion, delivery and performance of this Trademark Agreement by the Debtor, or (ii) for the perfection of or the exercise by the Secured Parties of any of their rights and remedies hereunder.

§4. Inspection Rights. The Debtor hereby grants to the Secured Parties and their employees and agents the right to visit the Debtor's plants and facilities that manufacture, inspect, or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours and upon reasonable notice.

§5. No Transfer or Inconsistent Agreements. Without the Secured Parties' prior written consent and except for licenses of the Trademarks in the ordinary course of the Debtor's business consistent with its past practices, the Debtor will not (a) transfer, license, or otherwise dispose or alienate any of its rights in the Trademarks, or (b) enter into any agreement that is inconsistent with the Debtor's obligations under this Trademark Agreement or the Security Agreement.

§6. After-acquired Trademarks.

(a) If, before the Secured Obligations shall have been finally paid and satisfied in full, the Debtor shall obtain any right, title or interest in or to any other or new Trademarks, then the provisions of this Trademark Agreement shall automatically apply thereto and, upon the acquisition of any rights in any Trademark registration or application not identified on Schedule A hereto, the Debtor shall promptly (and in no event longer than 30 days following the acquisition of rights in such Trademark registration or application) provide to the Secured Parties notice thereof in writing and execute and deliver to the Secured Parties such documents or instruments as the Secured Parties may reasonably request further to implement, preserve or evidence the Secured Parties' interest therein.

(b) The Debtor authorizes the Secured Parties to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Debtor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any other or new Trademarks.

§7. Trademark Prosecution.

(a) The Debtor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks and shall hold the Secured Parties harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Secured Parties in connection with the Secured Parties' interest in the Trademarks or any action or failure to act by the Debtor in connection with this Trademark Agreement or the transactions contemplated hereby.

(b) With respect to all Trademarks which are material to the Debtor's business, the Debtor shall have the right and the duty, through trademark counsel acceptable to the Secured Parties, to (i) prosecute diligently any applications to register such Trademarks pending as of the date of this Trademark Agreement or thereafter, (ii) to preserve and maintain all rights in such Trademarks including the filing of appropriate renewal applications and other instruments to maintain in effect such Trademarks and (iii) pay when due all registration renewal fees and other

fees, taxes and other expenses that shall be incurred or that shall accrue. Any expenses incurred in connection with such actions shall be borne by the Debtor. Further, the Debtor shall not abandon any Trademark (or registration or application therefore) which is material to the Debtor's business, without the consent of the Secured Parties.

(c) The Debtor shall have the right and the duty to bring suit or other action in the Debtor's own name to maintain and enforce the Trademarks which are material to its business. The Debtor may require the Secured Parties to join in such suit or action as necessary to assure the Debtor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Debtor is completely satisfied that such joinder will not subject the Secured Parties to any risk of liability. The Debtor shall promptly, upon demand, reimburse and indemnify the Secured Parties for all damages, costs and expenses, including legal fees, incurred by the Secured Parties pursuant to this §7(c).

(d) In general, the Debtor shall take any and all such actions (including institution and maintenance of suits, proceedings, or actions) as may be necessary or appropriate to properly maintain, protect, preserve, and enforce the Trademarks which are material to the Debtor's business. The Debtor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of such Trademarks.

(e) Promptly upon obtaining knowledge thereof, the Debtor will notify the Secured Parties in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or the Debtor's rights, title, or interests in and to the Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Trademarks, the ability of the Debtor or the Secured Parties to dispose of any of the Trademarks, or the rights and remedies of the Secured Parties in relation thereto.

§8. Remedies.

(a) Upon the occurrence and during the continuance of an Event of Default, the Secured Parties shall have, in addition to all other rights and remedies given it by this Trademark Agreement, the Security Agreement, those allowed by law and the rights and remedies of a secured party under the UCC, the right to, immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Debtor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Trademarks, or any interest that the Debtor may have therein, and, after deducting from the proceeds of sale or other disposition of the Trademarks all expenses incurred by the Secured Parties in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license, or other disposition of the Trademarks shall be given to the Debtor at least five (5) days before the time that any intended public sale or other public disposition of the Trademarks is to be made or after which any private sale or other private disposition of the Trademarks may be made, which the Debtor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Secured Parties may,

to the extent permitted under applicable law, purchase or license the whole or any part of the Trademarks or interests therein sold, licensed or otherwise disposed of.

(b) The Debtor hereby grants to the Secured Parties, effective upon the occurrence and during the continuance of an Event of Default, in order to exercise its rights and remedies as contemplated in Section 8(a) herein with respect to the Trademarks or any other Collateral, a non-exclusive right and license to use the Trademarks, provided that: (i) the goods sold or services offered under the Trademarks shall be of a quality substantially consistent with those heretofore offered under such Trademarks by the Debtor; (ii) the Debtor shall have the right to inspect, at reasonable intervals and upon reasonable notice, representative samples of goods sold under the Trademarks and the premises where such goods are manufactured; and (iii) the Trademark shall be used only in conjunction with goods and services of the nature previously offered by the Debtor under such Trademarks.

§9. Collateral Protection. If the Debtor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Debtor shall be breached, the Secured Parties, in their own names or that of the Debtor (in the sole discretion of the Secured Parties), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Debtor agrees promptly to reimburse the Secured Parties for any reasonable cost or expense incurred by the Secured Parties in so doing.

§10. Power of Attorney. If any Event of Default shall have occurred and be continuing, the Debtor does hereby make, constitute and appoint the Secured Parties (and any officer or agent of the Secured Parties as the Secured Parties may select in their exclusive discretion) as the Debtor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Debtor's name on all applications, documents, papers, and instruments necessary for the Secured Parties to use the Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Trademarks to any third person, or to take any and all actions necessary for the Secured Parties to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or any interest of the Debtor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Debtor is obligated to execute and do hereunder. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases the Secured Parties from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Secured Parties under this power of attorney (except for the Secured Parties' gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

§11. Further Assurances. The Debtor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Secured Parties may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Secured Parties the grant, perfection, and priority of the Secured Parties' security interest in any of the Trademarks.

§12. Termination. At such time as all of the Secured Obligations have been indefeasibly paid and satisfied in full, this Trademark Agreement shall terminate and the Secured Parties shall, upon the written request and at the expense of the Debtor, execute and deliver to the Debtor all deeds, assignments and other instruments as may be necessary or proper to reassign, reconvey, and re-vest in and to the Debtor the entire right, title and interest to the Trademarks previously granted, assigned, transferred and conveyed to the Secured Parties by the Debtor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Secured Parties pursuant hereto or the Security Agreement.

§13. Course of Dealing. No course of dealing between the Debtor and the Secured Parties, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Parties, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

§14. Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Secured Parties in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by the Debtor.

§15. No Assumption of Liability; Indemnification. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE SECURED PARTIES ASSUME NO LIABILITIES OF THE DEBTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE DEBTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE TRADEMARKS 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 LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE DEBTOR, AND THE DEBTOR SHALL INDEMNIFY THE SECURED PARTIES FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE SECURED PARTIES WITH RESPECT TO SUCH LIABILITIES.

§16. Notices. All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telecopy and confirmed by delivery via courier or postal service, to the addresses provided in the Agreement.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed,

at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, three (3) business days after the posting thereof, and (iii) if sent by telecopy or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following business day.

§17. Amendment and Waiver. This Trademark Agreement is subject to modification only by a writing signed by the Secured Parties and the Debtor, except as provided in Section 6(b). The Secured Parties shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Secured Parties. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

§18. Governing Law; Consent to Jurisdiction. **THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE.** The Debtor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of Delaware or any federal court sitting therein and consents to the exclusive jurisdiction of such court and to service of process in any such suit being made upon the Debtor by mail at the address specified in Section 16. The Debtor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

§19. Waiver of Jury Trial. **THE DEBTOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR SECURED OBLIGATIONS.** Except as prohibited by law, the Debtor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Debtor (a) certifies that neither the Secured Parties nor any representatives, agents or attorneys of the Secured Parties have represented, expressly or otherwise, that the Secured Parties would not, in the event of litigation, seek to enforce the foregoing waivers, and (b) acknowledges that, in entering into the Agreement, the Secured Parties are relying upon, among other things, the waivers and certifications contained in this Section 19.

§20. Miscellaneous.

(a) The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof.

(b) This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Debtor and its respective successors and assigns, and shall inure to the benefit of the Secured Parties and its successors and assigns.

(c) If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein.

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

MicroProse California, Inc.

By: Stephen M. Rice
Name: STEPHEN M. RICE
Title: CEO

Agreed and Acknowledged:

HASBRO INTERACTIVE, INC.

By: _____

Name:

Title:

HASBRO, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

MicroProse California, Inc.

By: _____
Name:
Title:

Agreed and Acknowledged:

HASBRO INTERACTIVE, INC.

By: TR Duranberry 8/12/98

Name:

Title: President

HASBRO, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

MicroProse California, Inc.

By: _____

Name:

Title:

Agreed and Acknowledged:

HASBRO INTERACTIVE, INC.

By: _____

Name:

Title:

HASBRO, INC.

By: *Phillip Waldner*

Name:

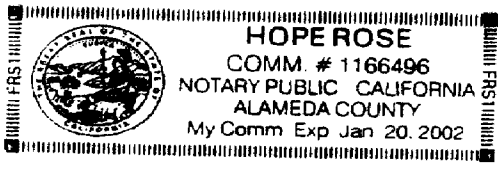
Title:

COMMONWEALTH OR STATE OF California
COUNTY OF Alameda) ss.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 12th day of Aug., 1998 personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he is the CEO of Micro Prosys, Inc. and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said he acknowledged said instrument to be the free act and deed of said corporation.

Hept...

Hope Rose
Notary Public
My commission expires: 1-20-02



Trademarks**FEDERAL TRADEMARKS**

TRADEMARK	OWNER	REG. NO./ (APPL. NO.)	REG. DATE/ (APPL. DATE)	STATUS
CHOPLIFTER!	MicroProse California, Inc.	1,284,449	07/03/84	Registered
CIV II FANTASTIC WORLDS	MicroProse California, Inc.	(75/417,506)	(01/13/98)	Pending
CONQUER THE SKIES	MicroProse California, Inc.	(75/341,838)	(08/15/97)	Pending
CONQUER THE WORLD	MicroProse California, Inc.	(75/341,846)	(08/15/97)	Pending
CRISIS IN THE KREMLIN	MicroProse California, Inc.	1,743,989	12/29/92	Registered
ELECTRONIC BATTLEFIELD SERIES	MicroProse California, Inc.	1,632,452	01/22/91	Registered
EUROPEAN AIR WAR	MicroProse California, Inc.	(75/358,017)	(09/16/97)	Pending
FALCON	MicroProse California, Inc.	1,696,213	06/23/92	Registered
FIRE AT WILL	MicroProse California, Inc.	2,089,737	08/19/97	Registered
GUARDIANS	MicroProse California, Inc.	(75/313,417)	(06/23/97)	Pending
MIG-29: DEADLY ADVERSARY OF FALCON 3.0	MicroProse California, Inc.	1,885,078	03/21/95	Registered
OPERATION: FIGHTING TIGER	MicroProse California, Inc.	1,819,476	02/01/94	Registered
OPERATION: FIGHTING TIGER	MicroProse California, Inc.	1,797,144	10/05/93	Registered

TRADEMARK	OWNER	REG. NO./ (APPL. NO.)	REG. DATE/ (APPL. DATE)	STATUS
OPERATION: FIREFIGHT	MicroProse California, Inc.	1,678,690	03/10/92	Registered
SPECTRUM HOLOBYTE	MicroProse California, Inc.	1,641,380	04/16/91	Registered
STUNT DRIVER	MicroProse California, Inc.	1,635,168	02/12/91	Registered
X-COM APOCALYPSE	MicroProse California, Inc.	(75/319,539)	(07/03/97)	Pending
X-COM INTERCEPTOR	MicroProse California, Inc.	(75/452,998)	(03/19/98)	Pending

STATE TRADEMARKS

TRADEMARK	OWNER	REG. NO./ (APPL. NO.)	REG. DATE/ (APPL. DATE)	STATUS	STATE
TRIS III	Sphere, Inc.	93,301	11/09/90	Registered	California
FALCON and design	Sphere, Inc.	92,067	04/09/90	Registered	California
FLIGHT OF THE INTRUDER	Sphere, Inc.	94,166	06/11/91	Registered	California
OPERATION: COUNTERSTRIKE	Sphere, Inc.	92,048	04/09/90	Registered	California
OPERATION: FIREFIGHT	Sphere, Inc.	64,167	06/11/91	Registered	California
SPECTRUM HOLOBYTE	Sphere, Inc.	92,044	4/09/90	Registered	California
STUNT DRIVER	Sphere, Inc.	93,240	10/26/90	Registered	California
TANK	Sphere, Inc.	92,043	04/09/90	Registered	California

FOREIGN TRADEMARKS

TRADEMARK	OWNER	REG. NO./ (APPL. NO.)	REG. DATE/ (APPL. DATE)	STATUS	COUNTRY
SPECTRUM HOLOBYTE	Spectrum HoloByte California, Inc.	133,976	09/05/94	Registered	Finland
SPECTRUM HOLOBYTE	Spectrum HoloByte California, Inc.	116,196	12/17/96	Registered	Greece
SPECTRUM HOLOBYTE	Spectrum HoloByte California, Inc.	157,777	(08/19/93)	Registered	Ireland
SPECTRUM HOLOBYTE	Spectrum HoloByte California, Inc.	665,037	12/11/95	Registered	Italy
SPECTRUM HOLOBYTE	Spectrum HoloByte California, Inc.	(93 1616 TORINO)	(09/07/93)	Pending	Italy
SPECTRUM HOLOBYTE	Spectrum HoloByte California, Inc.	4,043,393	08/15/97	Registered	Japan
SPECTRUM HOLOBYTE	Spectrum HoloByte California, Inc.	(93.3152)	(07/01/93)	Pending	Norway
SPECTRUM HOLOBYTE	Spectrum HoloByte California, Inc.	(294,171)	(08/20/93)	Pending/ Opposed	Portugal

TRADEMARK	OWNER	REG. NO./ (APPL. NO.)	REG. DATE/ (APPL. DATE)	STATUS	COUNTRY
SPECTRUM HOLOBYTE	Spectrum HoloByte California, Inc.	93,010,722	03/15/93	Registered	Russia
SPECTRUM HOLOBYTE	Spectrum HoloByte California, Inc.	258,227	05/20/94	Registered	Sweden