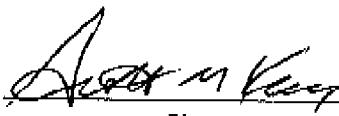


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Majesco Sales Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State - New Jersey <input type="checkbox"/> Other		2. Name and address of receiving party(ies) Atari Interactive, Inc. Street Address: 417 Fifth Avenue City: New York State: NY Zip: 10016 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State - Delaware <input type="checkbox"/> Other _____			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other --		4. Application number(s) or registration number(s): 78/274,948 78/229,928 78/263,007 78/263,000 76/346,090 76/118,747			
Execution Date: March 30, 2004		B. Trademark Registration No. (s) 2,773,195			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Scott M. Kareff Internal Address: Schulte Roth & Zabel Street Address: 919 Third Avenue City: New York State: N.Y. Zip: 10022		6. Total number of applications and registrations involved.....7 7. Total fee (37 CFR 3.41).....\$ 190 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account			
		8. Deposit account number: 50-0675 - Schulte Roth & Zabel (Attach duplicate copy of this page if paying by deposit account)			
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i>					
Scott M. Kareff Name of Person Signing		 Signature		4/2/04 Date	
Total number of pages including cover sheet, attachments, and document: 6					

CH \$190.00 500675 78274948

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT FOR SECURITY (TRADEMARKS)

WHEREAS, Majesco Sales Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated March 30, 2004 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), in favor of Atari Interactive, Inc. (together with any successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Assignee a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral") to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of March 30 2004

MAJESCO SALES INC.

By: Joseph R. Tuchinsky

Name: Joseph R. Tuchinsky

Title: General Counsel,
SEVP Business & Legal Affairs

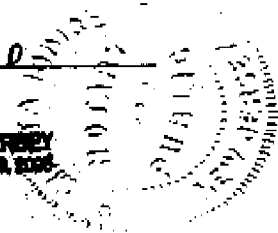
STATE OF New Jersey

ss.:

COUNTY OF Middlesex

On this 30th day of March, 2001, before me personally came Joseph Tuchinsky, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the General Counsel of Majesco Sales, Inc., a New Jersey Corporation, and that s/he executed the foregoing instrument in the firm name of Majesco Sales, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

M. J. Dudgeon
 MARTA IODICE
 NOTARY PUBLIC OF NEW JERSEY
 MY COMMISSION EXPIRES JULY 8, 2006



SCHEDULE 1A TO ASSIGNMENT FOR SECURITYOWNED TRADEMARKS

<u>TRADEMARK</u>	<u>APPL. NO./REG. NO.</u>	<u>STATUS</u>
IRIDION—3D	2,773,195	Registered
ADVENT RISING	78/274,948	Pending
BLACK9	78/229,928	Pending
IRIDION II	78/263,007	Pending
BLOWOUT	78/263,000	Pending
BLOODRAYNE	76/346,090	Pending
SEXHEALTH.COM	76/118,747	Pending
F-14 TOMCAT	76/404,987	Abandoned
DARK ARENA	76/404,988	Abandoned
MAESCO KIDS	76/198,837	Abandoned
FORTRESS	76/404,986	Abandoned
MAJESCO SPORTS	76/198,836	Abandoned
ULTIMATE PAINTBALL	76/198,835	Abandoned
IRIDION—3D	76/243,554	Abandoned
PIPEDREAM INTERACTIVE	76/198,834	Abandoned
MAJESCO ENTERTAINMENT	76/198,834	Abandoned
PICASSIO	N/A	N/A
BOY AND HIS BLOB	N/A	N/A
IRIDION	N/A	N/A
BLOODRAYNE II	N/A	N/A

LICENSED TRADEMARKS

Computer Home Software Distribution Agreement between PopCap Games and Majesco, Inc. dated October 10, 2003.

License Agreement between Game House and Majesco, Inc. dated August 26, 2003.

Letter of Intent between Interplay Entertainment Corp. and Majesco, Inc. dated September 29, 2000.

License Agreement between Majesco Inc. and EON Digital Entertainment dated July 30, 2001.

License Agreement between BattleBots and Majesco, Inc. dated July 16, 2001.

License Agreement between King of the Cage and Majesco, Inc. dated February 7, 2003.

Agreement between Graphic State Ltd. and Majesco, Inc. dated March 27, 2001.

Retail License Agreement between Warner Bros. Consumer Products and Majesco, Inc. dated June 3, 2003.

Licensing Memorandum of Understanding between Spin Master Inc. and Majesco, Inc. dated November 25, 2003.

TRADE NAMES

Majesco Sales Inc.
Majesco Sales, Inc.
Majesco Games
ConnectivCorp.
Majesco Europe Limited
Majesco, Inc.
Argon Interactive, Inc.