

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Atari Interactive, Inc.		11/03/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Atari, Inc.
Street Address:	417 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	76492952	ATARI LABS
Serial Number:	76523745	
Serial Number:	76523746	ATARI
Serial Number:	76523747	ATARI KIDS
Serial Number:	76616020	ATARI
Serial Number:	78505521	ATARI FLASHBACK
Registration Number:	1049118	
Registration Number:	1050153	ATARI
Registration Number:	1221508	
Registration Number:	1221509	ATARI
Registration Number:	1280536	A
Registration Number:	1280537	ATARI
Registration Number:	1288772	ATARI
Registration Number:	1299090	ATARI ATARI SERVICE

CORRESPONDENCE DATA

900015358

**TRADEMARK
 REEL: 002974 FRAME: 0489**

CH \$365.00 76492952

Fax Number: (212)878-8375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-878-8000
Email: trademark.group@cliffordchance.com
Correspondent Name: Clifford Chance US LLP
Address Line 1: 31 West 52nd Street
Address Line 4: New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER:

009840-00003

NAME OF SUBMITTER:

Steven T. Shelton

Total Attachments: 5

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**SUPPLEMENT TO SECURED PROMISSORY NOTE
(TRADEMARKS)**

THIS SUPPLEMENT TO SECURED PROMISSORY NOTE is entered into and effective this 3rd day of November, 2004 (“**Trademark Supplement**”), by ATARI INTERACTIVE, INC., a Delaware corporation (herein referred to as the “**Grantor**”), having an address at 50 Dunham Road, Beverly, Massachusetts 01915 and Atari, Inc. (“**Secured Party**”), a Delaware corporation, having an address at 417 Fifth Avenue, New York, New York 10016. The Grantor and the Secured Party are sometimes collectively referred to herein as the “**Parties.**”

WHEREAS, the Grantor has entered into a Secured Promissory Note (said Secured Promissory Note, as it may hereafter be amended or otherwise modified from time to time being the “**Note**”, the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Secured Party; and

WHEREAS, Grantor has adopted and is using the marks ATARI and the Fuji Logo in conjunction with its business within the Territory (the “**Trademarks**”); and

WHEREAS, pursuant to the Note, the Grantor has granted to the Secured Party, to secure the payment and performance of the Grantor’s obligations under the Note, a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with: (1) all past, present, and future federal, state, local and foreign registrations for the Trademarks; (2) all past, present, and future applications for the Trademarks; (3) the registrations and applications set forth in Schedule 1-A; (4) the right (but not the obligation) to register claims under any state, federal, or foreign trademark law or regulation; (5) the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Grantor for any and all past, present, and future infringements or dilution of or any other damages or injury to the Trademarks; (6) any and all past, present, and future rights and interests of the Grantor pursuant to all past, present, and future franchising or licensing agreements in favor of the Grantor, or to which the Grantor is a party, pertaining to the Trademarks, including the right (but not the obligation) in the name of the Grantor to enforce, and sue to recover for, any breach or violation of any such agreement to which the Grantor is a party; and (7) that part of the goodwill of the Grantor’s business connected with and symbolized by the Trademarks (collectively, the “**Trademark Collateral**”).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. The capitalized terms used in this Trademark Supplement shall have the same meaning as given to them in the Note, unless otherwise specifically provided herein.
2. The Grantor hereby grants to the Secured Party, and the Secured Party hereby accepts from the Grantor, a continuing security interest in, and lien on, the Trademark Collateral, including, but not limited to, the trademark applications and registrations set forth in Schedule 1-A.
3. This security interest is granted in conjunction with the security interest granted in the Note.
4. The rights and remedies of the Secured Party with respect to the security interest in, and lien on, the Trademark Collateral and granted hereby are without prejudice to and without limitation of those rights and remedies of the Secured Party which are set forth in the Note, the terms and provisions of which are in no way limited or negated by this Trademark Supplement. Nor are the terms of this Trademark Supplement limited or negated by the Note.

NYB 1481939.3

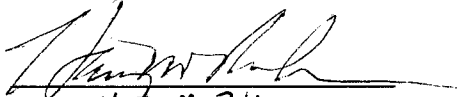
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5. The Grantor has executed in blank and delivered to the Secured Party, and the Secured Party hereby accepts from the Grantor, an assignment of trademarks in the form of the document attached as Exhibit 1 (“**Assignment of Marks**”). Grantor hereby authorizes the Secured Party to complete and record with the all relevant authorities and agencies in the Territory the Assignment of Marks upon the occurrence and during the continuance of an Event of Default.

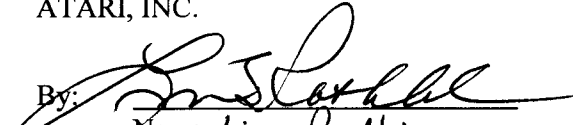
6. This Trademark Supplement shall be governed by, and construed in accordance with, the laws of the State of New York, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the rights and remedies hereunder, in respect of any trademark collateral are governed by the law of a jurisdiction other than New York.

IN WITNESS WHEREOF, the Parties have caused this Trademark Supplement to be duly executed and delivered by its duly authorized officer as of the date first written above.

ATARI INTERACTIVE, INC.

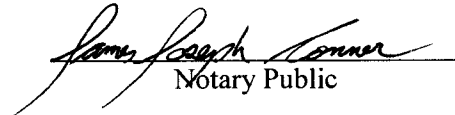
By: 
Name: Harry M. Rubin
Title: Senior Executive Vice President

ATARI, INC.

By: 
Name: Lisa Rothblum
Title: SRP, General Counsel

STATE OF New York)
) ss.:
COUNTY OF New York)

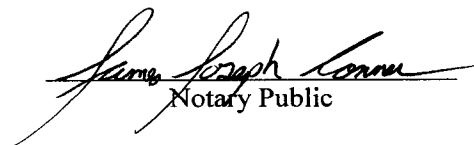
On this 3rd day of November, 2004, before me personally appeared Harry M. Rubin, to me known, who, being by me duly sworn, did depose and say that he/she resides at c/o Atari Interactive, Inc., 50 Dunham Rd., Beverly, MA 01915 and that he/she is Senior Executive VP of the Grantor; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said corporation pursuant to such authority.


Notary Public

JAMES JOSEPH CONNER
Notary Public, State of New York
No. 01006030225
Qualified in Westchester County
Commission Expires September 7, 2005

STATE OF New York)
) ss.:
COUNTY OF New York)

On this 3rd day of November, 2004, before me personally appeared Lisa S. Rothblum, to me known, who, being by me duly sworn, did depose and say that he/she resides at c/o Atari, Inc., 417 5th Avenue, NY, NY 10016 and that he/she is SVP, General Counsel of the ^{Secured Party} Grantor; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said corporation pursuant to such authority.


Notary Public

JAMES JOSEPH CONNER
Notary Public, State of New York
No. 01006030225
Qualified in Westchester County
Commission Expires September 7, 2005

**Schedule 1-A to the SUPPLEMENT TO SECURED PROMISSORY NOTE
TRADEMARKS**

<u>Country</u>	<u>Mark</u>	<u>Registration No./Application No.</u>
United States	Atari Labs (and design)	76-492952
United States	(Design Only)	76-523745
United States	Atari	76-523746
United States	Atari Kids	76-523747
United States	Atari	76-616020
United States	Atari Flashback	78-505521
United States	(Design Only)	1049118
United States	Atari	1050153
United States	(Design Only)	1221508
United States	Atari	1221509
United States	A (and design)	1280536
United States	Atari	1280537
United States	Atari	1288772
United States	Atari Atari Service	1299090
Canada	Atari & Design (in colour)	S.N. 1,236,463
Canada	ATARI	S.N. 1,236,461
Canada	Miscellaneous Design	S.N. 1,236,462
Mexico	Atari (with design)	264150
Mexico	Atari (with design)	271541
Mexico	Atari	287388
Mexico	Atari (with design)	346173
Mexico	Atari	346174
Mexico	Atari	367942
Mexico	Fuji Design	400995