

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atari, Inc.		08/03/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ubisoft Holdings, Inc.		
Street Address:	625 Third Street		
Internal Address:	Third Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3099994	DRIVER	
Registration Number:	2999363	DRIV3R	
CORRESPONDENCE DATA			
Fax Number:	(310)226-2422		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310.226.2420		
Email:	danderson@offneranderson.com		
Correspondent Name:	David L. Anderson		
Address Line 1:	1900 Avenue of the Stars		
Address Line 2:	Suite 975		
Address Line 4:	Los Angeles, CALIFORNIA 90212		
NAME OF SUBMITTER:	David L. Anderson		
Signature:	/David L. Anderson/		

OP \$65.00 3099994

Date:

10/16/2006

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

This Assignment of Trademarks and Service Marks (the "Assignment") is executed, acknowledged and delivered by Atari, Inc., a Delaware corporation, and Reflections Interactive Limited, a company incorporated in the United Kingdom (hereinafter collectively referred to as "Assignor") to Ubisoft Holdings, Inc., a Delaware corporation ("Assignee"), in accordance with, and pursuant to the terms and conditions of, the Asset Purchase Agreement dated as of July 13, 2006, between Assignor, as the Sellers on the one hand, and Ubisoft Holdings, Inc. and Ubisoft Entertainment Limited, a company incorporated in the United Kingdom, as the Purchasers on the other hand (the "Asset Purchase Agreement"). Unless otherwise defined herein, capitalized terms used herein shall have the meaning given to such terms in the Asset Purchase Agreement.

WHEREAS, Assignor has adopted, used, is using, or intends or intended to use, in connection with the Driver Games and Franchise and the Company's Business, certain Trademarks and Service Marks registered in the United States Patent and Trademark Office or trademark registries in other jurisdictions, and other Trademarks and Service Marks not so registered (collectively, as set forth in Schedule 1 hereto and incorporated herein by reference, the "Marks"); and

WHEREAS, Assignee desires to acquire all right, title and interest of Assignor in, to and under the Marks and the goodwill with which they are associated and which is symbolized by the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in, to and under the Marks throughout the world, any registrations and applications for registration thereof, and the goodwill of the Assignor as related to the Driver Games and Franchise and the Company's Business connected with the use thereof and symbolized thereby, free and clear of all Liens; all rights to apply for registrations for any thereof and any other rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns (actual or deemed) or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby agrees that it shall itself and shall cause each of its Affiliates to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to render effective this assignment and vest in Assignee beneficial and record title to the Marks, and to put Assignee in actual possession and operating control of such Marks.

All representations and warranties from Assignor to the Purchasers (including Assignee) in the Asset Purchase Agreement with respect to the Marks and the other rights assigned above are incorporated herein by reference. Nothing contained herein shall be deemed to modify, direct, expand or amend any of such representations and warranties or rights and remedies of Assignor or any of the Purchasers (including Assignee) under the Asset Purchase Agreement. To the extent that any term or provision herein is inconsistent with the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control.

This Assignment shall be binding upon Assignor and its successors and assigns (actual or deemed) and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns (actual or deemed). Assignee shall have the right to assign this Assignment at its sole discretion.

3 IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of this day of August, 2006.

ASSIGNOR:

Atari, Inc.,
a Delaware corporation

By: [Signature]
Print Name: Bruno Bonnell
Print Title: CEO

Reflections Interactive Limited,
a United Kingdom company

By: [Signature]
Print Name: Bruno Bonnell
Print Title: Director

ASSIGNEE:

Ubisoft Holdings, Inc.,
a Delaware corporation

By: [Signature]
Print Name: John Guilleminot
Print Title: CEO

STATE OF NEW YORK

COUNTY OF New York

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) ss.
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On August 3, 2006 before me, Nancy Seaman, Notary Public, personally appeared Bruno Bonnell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Nancy Seaman
Notary Public

NANCY SEAMAN
Notary Public, State Of New York
No. 01SE6974686
Qualified In Nassau County
Commission Expires May 27, 2008
Filed in my county

STATE OF NEW YORK

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) ss.

COUNTY OF _____

)

On _____, 2006 before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Notary Public

SCHEDULE 1

MARKS

Trademarks and Service Marks*

Trademark	Applicant/ Registrant	Territory	Class	Application Number	Application Filing Date	Registration Number	Registration Date
DRIVER	Atari, Inc.	European Community	9, 28, 41	3726271	March 29, 2004		
DRIVER	Reflections Interactive (assignment to Atari, Inc. pending)	Japan	9,28	200466467	July 16, 2004		
DRIVER	Atari, Inc.	Taiwan	9	93049328	October 26, 2004		
DRIVER	Atari, Inc.	United States	9	78416900	May 11, 2004	3099994	June 6, 2006
DRIV3R	Atari, Inc.	European Community	9, 28, 41	4485108	July 7, 2005		
DRIV3R	Atari, Inc.	Japan	9, 28	200466469	July 16, 2004	4921274	
DRIV3R	Atari, Inc.	United States	9	78416915	May 11, 2004	2999363	September 20, 2005
REFLECTIONS INTERACTIVE (wordmark)	Atari, Inc.	Australia	9, 28, 42	1066301	July 22, 2005		
REFLECTIONS INTERACTIVE (wordmark)	Atari, Inc.	European Community	9, 28, 42	4517231	July 27, 2005		
REFLECTIONS INTERACTIVE (wordmark)	Atari, Inc.	New Zealand	9, 28, 42	732995	July 22, 2005		
REFLECTIONS INTERACTIVE (wordmark)	Atari, Inc.	United Kingdom	9, 28, 42	2398095	July 29, 2005		
REFLECTIONS INTERACTIVE LOGO	Atari, Inc.	Australia	9, 28, 42	1066302	July 22, 2005		
REFLECTIONS INTERACTIVE LOGO	Atari, Inc.	European Community	9, 28, 42	4517538	July 27, 2005		
REFLECTIONS INTERACTIVE LOGO	Atari, Inc.	New Zealand	9, 28, 42	732994	July 22, 2005	732994	July 22, 2015
REFLECTIONS INTERACTIVE LOGO	Atari, Inc.	United Kingdom	9, 28, 42	2398094	July 29, 2005	2398094	January 27, 2006

U.S. Common Law Trademarks*

TANNER
DRIVER: YOU ARE THE WHEELMAN
DRIVER 2: THE WHEELMAN IS BACK
DRIV3R
DRIVER: PARALLEL LINES

* Including all other Trademarks and Service Marks related to the Driver Games and Franchise and the Company's Business, whether registered or unregistered, which are not otherwise listed here.