

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, Inc.		04/30/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Infogrames Entertainment, S.A.
Street Address:	1 Place Verrazzano
City:	Lyon, 69252 Cedex 09
State/Country:	FRANCE
Entity Type:	CORPORATION: FRANCE

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	2483589	40 WINKS
Registration Number:	2759892	BEACH HEAD
Registration Number:	2556985	BEACH HEAD 2000
Registration Number:	2336686	BIGAIR
Registration Number:	2748455	BLENDER BROS.
Registration Number:	2446842	BONEYARDS
Registration Number:	2219494	CAVEDOG
Registration Number:	2219633	
Registration Number:	2641669	DIRT TRACK RACING
Registration Number:	2344181	DEER HUNTER
Registration Number:	2361460	FISHERMAN'S PARADISE
Registration Number:	2517893	GRAND SLAM TURKEY HUNT
Registration Number:	2009337	GT
Registration Number:	3140402	INDIGO PROPHECY
Registration Number:	1710807	LEGEND ENTERTAINMENT

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Registration Number:	2765448	MOONBASE COMMANDER
Registration Number:	3294362	MOTOR MAYHEM
Registration Number:	2402984	PROFESSIONAL BASS TOURNAMENT
Registration Number:	2917821	SHADOW OPS
Registration Number:	2067376	SHINY ENTERTAINMENT
Registration Number:	2550293	SLAVE ZERO
Registration Number:	2370026	SPORTSMAN'S PARADISE
Registration Number:	2043493	TEST DRIVE
Registration Number:	2136279	TOTAL ANNIHILATION
Registration Number:	2234694	TOTAL ANNIHILATION
Registration Number:	1788702	WIZARDWORKS
Serial Number:	77296685	40 WINKS
Serial Number:	77045807	911 FIRST RESPONDERS
Serial Number:	77131405	911 FIRE RESCUE
Serial Number:	77024292	CASTLES & CATAPULTS
Serial Number:	78663528	ENEMY IN SIGHT
Serial Number:	78875402	M.O.O.R. - MASSIVELY OPEN ONLINE RACING
Serial Number:	78875405	M.O.O.R.
Serial Number:	77255112	ROCKY MOUNTAIN TROPHY HUNTER
Serial Number:	76442168	SEASON TICKET
Serial Number:	77023634	TACTICAL OPS
Serial Number:	77003175	WIZARDWORKS
Serial Number:	77178181	WIZARD WORKS
Serial Number:	77178126	WIZARD WORKS

CORRESPONDENCE DATA

Fax Number: (415)268-7522

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: hbarenchi@mofo.com

Correspondent Name: Max E. Rawn, Morrison & Foerster LLP

Address Line 1: 555 W. Fifth Street, Suite 3500

Address Line 4: Los Angeles, CALIFORNIA 90013-1024

ATTORNEY DOCKET NUMBER:

63966/2

DOMESTIC REPRESENTATIVE

Name:

**TRADEMARK
REEL: 003770 FRAME: 0778**

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Max E. Rawn
Signature:	/Max E. Rawn/
Date:	05/01/2008

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of April, 2008, between Infogrames Entertainment, S.A. ("Secured Party") and Atari, Inc. ("Debtor").

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties to that certain Pledge and Security Agreement dated as of the date hereof, as amended, amended and restated, supplemented or otherwise modified from time to time (the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Debtor has granted to Secured Party a security interest in the Collateral (as defined in the Security Agreement), including without limitation all of Debtor's present and future general intangibles, and including without limitation the "Patent and Trademark Collateral" (as defined below), to secure the Atari Obligations (as defined in the Security Agreement);

WHEREAS, to supplement Secured Party's security interest in the Collateral pursuant to the Security Agreement, Debtor is executing and delivering this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the full payment and performance of the Atari Obligations, Debtor hereby grants to Secured Party a continuing security interest in all of Debtor's right, title and interest in the following (the "Trademark Collateral"), whether now owned or hereafter acquired:

(a) all trademarks owned by Debtor of every kind whatsoever, including, without limitation, the trademarks referenced on Schedule I (collectively, the "Trademarks");

(b) all goodwill of the business conducted by Debtor associated with, and symbolized by, the Trademarks;

(c) all rights (but not the obligation) to maintain claims for past, present and future infringements of the Trademarks and the right to enforce the same; and

(d) all products and proceeds of any of the foregoing.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to

Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Trademark Security Agreement is subject to the terms of the Temporary Liquidity Facility Intercreditor Agreement.

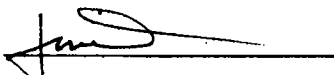
4. AUTHORIZATION TO SUPPLEMENT. Debtor hereby authorizes Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Debtors, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ATARI, INC.,
a Delaware corporation, as Debtor

By: 
Name: JAMES WILSON
Title: PRESIDENT / CEO

**ACCEPTED AND ACKNOWLEDGED
BY:**

**INFOGRAMES ENTERTAINMENT,
S.A.**

By: _____
Name: _____
Title: _____

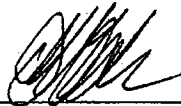
IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ATARI, INC.,
a Delaware corporation, as Debtor

By: _____
Name: _____
Title: _____

**ACCEPTED AND ACKNOWLEDGED
BY:**

**INFOGRAMES ENTERTAINMENT,
S.A.**

By:  _____
Name: DAVID GARDNER
Title: CEO

TRADEMARK SECURITY AGREEMENT

la-975081

**TRADEMARK
REEL: 003770 FRAME: 0783**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

US TRADEMARK REGISTRATIONS

Trademark	Application #	Application Date	Registration #	Registration Date
40 WINKS	75859261	29-Nov-99	2483589	28-Aug-01
BEACH HEAD	76332145	30-Oct-01	2759892	2-Sep-03
BEACH HEAD 2000	75914672	10-Feb-00	2556985	2-Apr-02
BIGAIR	75468264	15-Apr-98	2336686	28-Mar-00
BLENDER BROS.	76366125	31-Jan-02	2748455	5-Aug-03
BONEYARDS	75591730	10-Nov-98	2446842	24-Apr-01
CAVE DOG	75228012	18-Jan-97	2219494	19-Jan-99
CAVE DOG (Design)	75277657	18-Apr-97	2219633	19-Jan-99
DIRT TRACK RACING	76044170	9-May-00	2641669	29-Oct-02
DEER HUNTER	75502036	15-Jun-98	2344181	18-Apr-00
FISHERMAN'S PARADISE	75555938	17-Sep-98	2361460	27-Jun-00
GRAND SLAM TURKEY HUNT	75570784	15-Oct-98	2517893	11-Dec-01
GT STYLIZED	74550441	18-Jul-94	2009337	22-Oct-96
INDIGO PROPHECY	78570733	18-Feb-05	3140402	5-Sep-06
LEGEND ENTERTAINMENT	74079386	18-Jul-90	1710807	25-Aug-92
MOONBASE COMMANDER	76408873	16-May-02	2765448	16-Sep-03
MOTOR MAYHEM	76269068	7-Jun-01	3294362	18-Sep-07
PROFESSIONAL BASS TOURNAMENT	75693447	29-Apr-99	2402984	7-Nov-00
SHADOW OPS	76518059	6-May-03	2917821	1/11/2005

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Trademark	Application #	Application Date	Registration #	Registration Date
SHINY ENTERTAINMENT	75975221	4-Mar-94	2067376	3-Jun-97
SLAVE ZERO	75448643	11-Mar-98	2550293	19-Mar-02
SPORTSMAN'S PARADISE	75555224	17-Sep-98	2370026	25-Jul-00
STAR CONTROL	75095591	29-Apr-96	2046036	18-Mar-97
TEST DRIVE	75084691	8-Apr-96	2043493	11-Mar-97
TOTAL ANNIHILATION	75132808	11-Jul-96	2136279	10-Feb-98
TOTAL ANNIHILATION	75132605	11-Jul-96	2234694	23-Mar-99
WIZARDWORKS	74134330	28-Jan-91	1788702	17-Aug-93

US TRADEMARK APPLICATIONS

Trademark	Application #	Application Date
40 WINKS	77296685	4-OCT-07
911: FIRST RESPONDERS	77045807	16-NOV-06
911 FIRE RESCUE	77131405	14-MAR-07
CASTLES & CATAPULTS	77024292	18-OCT-06
ENEMY IN SIGHT	78663528	8-Jul-05
M.O.O.R. and Logo	78875402	3-May-06
M.O.O.R.	78875405	3-May-06
ROCKY MOUNTAIN TROPHY HUNTER	77255112	14-AUG-07
SEASON TICKET	76442168	15-Aug-02
TACTICAL OPS	77023634	18-OCT-06
WIZARDWORKS	77003175	20-SEP-06
WIZARD WORKS AND DESIGN	77178181	10-MAY-07

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WIZARD WORKS AND DESIGN	77178126	10-MAY-07
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RECORDED: 05/01/2008

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