

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.		12/24/2013	CORPORATION: DELAWARE
Atari Interactive, Inc.		12/24/2013	CORPORATION: DELAWARE
California U.S. Holdings, Inc.		12/24/2013	CORPORATION: CALIFORNIA
Humongous, Inc.		12/24/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Alden Global Value Recover Master Fund, L.P.
Street Address:	885 Third Avenue, 34th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	73069560	ATARI
Serial Number:	73331721	ATARI
Serial Number:	73376771	ATARI
Serial Number:	77609882	ATARI
Serial Number:	73331720	
Serial Number:	73376764	A
Serial Number:	73069559	
Serial Number:	78666452	ATARI
Serial Number:	77096881	

CORRESPONDENCE DATA

Fax Number: 8004043970

OP \$240.00 73069560

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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ATTORNEY DOCKET NUMBER:	075878-5
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Matt Schneller
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Signature:	/Matt Schneller/
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Date:	12/31/2013
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Total Attachments: 47

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SECURITY AGREEMENT

among

ALDEN GLOBAL VALUE RECOVERY MASTER FUND, L.P.

and

ATARI, INC.

ATARI INTERACTIVE, INC.

CALIFORNIA U.S. HOLDINGS, INC.

AND

HUMONGOUS, INC.

dated as of

December 24, 2013

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SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of December 24, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this “**Agreement**”) made by and among ATARI, INC., a Delaware corporation, ATARI INTERACTIVE, INC., a Delaware corporation, CALIFORNIA U.S. HOLDINGS, INC., a California corporation (“**California**”), and HUMONGOUS, INC., a Delaware corporation (collectively, the “**U.S. Subsidiaries**”) and the other parties from time to time party hereto by execution of a joinder agreement, as grantors, pledgors, and assignors (in such capacities and together with any successors in such capacities, the “**Grantors**”, and each, a “**Grantor**”), in favor of ALDEN GLOBAL VALUE RECOVERY MASTER FUND, L.P., in its capacity as security agent for the Lenders (as defined below) pursuant to the Credit Agreement (as defined below), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the “**Security Agent**”).

RECITALS

Atari Europe SAS (the “**Borrower**”), Atari SA, the Security Agent and the lending institutions listed therein (the “**Lenders**”) have, in connection with the execution and delivery of this Agreement, entered into that certain Amendment No. 16, dated as of the date hereof (the “**Amendment**”), to the Credit Facility Agreement originally dated as of April 21, 2006 (as the Credit Facility Agreement has been, and may be, further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”); capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The Grantors will receive substantial direct and indirect benefits from the execution, delivery and performance of the obligations under the Finance Documents and each is, therefore, willing to enter into this Agreement.

This Agreement is given by each Grantor in favor of the Security Agent for the ratable benefit of the Secured Parties (as defined below) to secure the payment and performance of all of the Secured Obligations (defined below) pursuant to the terms and conditions of the Amendment.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Security Agent hereby agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

“Intellectual Property Collateral” means, collectively, the following as such may exist or be created in any jurisdiction worldwide: (i) patents, patent applications and statutory invention registrations, including continuations, continuations-in-part, divisions, provisionals, non-provisionals, reexaminations, reissues and extensions; (ii) trademarks, service marks, trade names, brands, brand names, logos and corporate names and other distinctive identification and indicia of source of origin, including characters, symbols, emblems, insignia slogans, trade dress and designs, collective membership marks, certification marks, slogans, 800 numbers, social media pages, hash tags, whether or not registered, including all common law rights thereto and all goodwill associated therewith, and registrations and applications for registration thereof; (iii) works of authorship, author’s rights, mask-works, copyrights, whether registered or unregistered, and

registrations and applications for registration thereof; (iv) trade secrets, confidential information, know-how and show-how; (v) domain names and registrations and applications therefor; (vi) rights of publicity and privacy, rights to personal information and moral rights; (vii) shop rights; (viii) inventions (whether patentable or unpatentable), improvements, modifications, invention disclosures, industrial design rights, discoveries, ideas, developments, data, Software, confidential or proprietary technical, business and other information, including processes, techniques, methods, formulae, recipes, drawings, specifications, designs, molds, algorithms, prospect lists, customer lists, customer information, personal data, supplier lists, sales and customer information (e.g., presentations and brand awareness charts and research, etc.), research records, test information, market surveys, projections, analyses, and market studies, and all rights therein and thereto; (ix) advertising, marketing and promotional materials, publicity, displays (e.g., showroom, graphics, point-of-sale, etc.), collateral materials, and other forms of identification (whether distributed or made available via any manner, means, platform or method, now known or hereafter developed), and all rights therein and thereto; (x) rights in databases and data collections (including design databases, knowledge databases and customer databases) (xi) websites, apps and other internet connected platforms (including the layout, design, information, look and feel and contents of the pages and underlying programming code) and all rights therein and thereto; (xii) all other proprietary information and intellectual property, in all forms and media, and all goodwill associated therewith, and whether or not subject to patent, copyright, trademark, design or other intellectual property registration or classification, now known or hereafter recognized in any jurisdiction worldwide; (xiii) all rights pertaining to any of the foregoing arising under international treaties and convention rights; (xiv) the right and power to assert, defend and recover title to any of the foregoing; (xv) all rights to assert, defend, sue, and recover damages for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any rights in or to any of the foregoing; (xvi) all proceeds, income, royalties, damages and payments now and/or hereafter due and payable under and/or in respect of all of the foregoing; and (xvii) all administrative rights arising from the foregoing, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the rights to obtain renewals, continuations, divisions, and extensions of legal protection pertaining to any of the foregoing.

ARTICLE II
GRANT OF SECURITY INTEREST

Section 2.01 Grant of Security Interest. As collateral security for the payment and performance in full of all the Secured Obligations, each Grantor hereby pledges, collaterally assigns and grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under the following personal property, whether now owned by or owing to, or thereafter acquired by or arising in favor of such Grantor (collectively, the “**Pledged Collateral**”):

- (i) Accounts;
- (ii) Chattel Paper;
- (iii) Goods (including Equipment, Inventory and Fixtures);
- (iv) Instruments (including Promissory Notes);
- (v) Investment Property (including, but not limited to the Pledged Securities);
- (vi) Documents;
- (vii) Money, Deposit Accounts and Securities Accounts;

- (viii) Letters of Credit (as defined in the UCC), Letter-of-Credit Rights and Supporting Obligations;
- (ix) General Intangibles (including Payment Intangibles);
- (x) Intellectual Property Collateral;
- (xi) the Commercial Tort Claims described on Schedule 9 as supplemented by any written notification given by a Grantor to the Security Agent pursuant to **Section 3.04(f)**;
- (xii) all books and records of each Grantor pertaining to any of the Pledged Collateral;
- (xiii) the Pledged Debt;
- (xiv) the Distributions; and
- (xv) to the extent not otherwise included, all Proceeds of, accessions to, substitutions or replacements for, profits and products of, any and all of the foregoing and all collateral security and guarantees given by any person with respect to the foregoing.

Section 2.02 Filings. Each Grantor hereby irrevocably authorizes the Security Agent at any time and from time to time to file in any relevant jurisdiction any financing statements with respect to the Pledged Collateral or any part thereof and amendments thereto that contain the information required by the UCC for filing of any financing statement, amendment thereto or continuation thereof, including (i) whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor, and (ii) a description of collateral that describes such property in any other manner as the Security Agent may reasonably determine is necessary or advisable to ensure the perfection, confirmation, continuation, enforcement or protection of the security interest in the Pledged Collateral, including describing such property as “all assets” or “all property”. Each Grantor agrees to provide such information to the Security Agent promptly upon request. The Security Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office and any intellectual property offices worldwide such documents as may be reasonably necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by each Grantor, without the signature of such Grantor, and naming such Grantor or the Grantors as debtors and the Security Agent as secured party. Notwithstanding anything to the contrary, no Grantor shall be required to enter into any deposit account control agreement or securities account control agreement with respect to any cash, Deposit Account or Securities Account. Notwithstanding anything to the contrary, so long as no Event of Default shall have occurred and be continuing, no Grantor shall be obligated to reimburse the Security Agent for filings in intellectual property offices outside the United States of America.

ARTICLE III

PERFECTION AND FURTHER ASSURANCES

Section 3.01 Perfection of Certificated Securities Collateral. Each Grantor represents and warrants that, unless otherwise agreed to by the Security Agent, all certificates, agreements or instruments representing or evidencing the Securities Collateral in existence on the date hereof have been delivered to the Security Agent in suitable form for transfer by delivery or accompanied by duly executed instruments of transfer or assignment in blank and that (assuming continuing possession by the Security Agent of any such Securities Collateral) the Security Agent has a perfected First Priority security interest therein. Each Grantor hereby agrees that all certificates, agreements or instruments representing or evidencing the Securities Collateral acquired by such Grantor after the date hereof, shall immediately upon receipt thereof by such Grantor be held by or on behalf of and delivered to the Security Agent in suitable form for transfer by delivery or accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Security Agent.

The Security Agent shall have the right, at any time upon the occurrence and during the continuance of any Event of Default, to endorse, assign or otherwise transfer to or to register in the name of the Security Agent or any of its nominees or endorse for

negotiation any or all of the Securities Collateral, without any indication that such Securities Collateral is subject to the security interest hereunder. In addition, the Security Agent shall have the right to exchange certificates representing or evidencing Securities Collateral for certificates of smaller or larger denominations.

Section 3.06 Further Assurances. Each Grantor shall take such further actions, and execute and/or deliver to the Security Agent such additional financing statements, amendments, assignments, agreements, supplements, powers and instruments, as the Security Agent may in its judgment deem necessary or appropriate in order to perfect, preserve and protect the security interest in the Pledged Collateral as provided herein and the rights and interests granted to the Security Agent hereunder, and enable the Security Agent to exercise and enforce its rights, powers and remedies hereunder with respect to any Pledged Collateral, including the filing of any financing statements, continuation statements and other documents under the UCC (or other similar laws) in effect in any

jurisdiction with respect to the security interest created hereby, the filing of this Agreement and joinders or supplements to this Agreement with the United States Patent and Trademark Office and the United States Copyright Office and any intellectual property offices worldwide, all in form satisfactory to the Security Agent and in such offices wherever required by law to perfect, continue and maintain a valid, enforceable, First Priority security interest in the Pledged Collateral as provided herein and to preserve the other rights and interests granted to the Security Agent hereunder, as against third parties, with respect to the Pledged Collateral. Without limiting the generality of the foregoing, but subject to applicable law, each Grantor shall make, execute, endorse, acknowledge, file or refile and/or deliver to the Security Agent from time to time upon request by the Security Agent such lists, schedules, descriptions and designations of the Pledged Collateral, statements, copies of warehouse receipts, bills of lading, documents of title, vouchers, invoices, schedules, confirmatory assignments, supplements, additional security agreements, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments as the Security Agent shall reasonably request. If an Event of Default has occurred and is continuing, the Security Agent may institute and maintain, in its own name or in the name of any Grantor, such suits and proceedings as the Security Agent may deem to be, or be advised by counsel to be, necessary or expedient to prevent any impairment of the security interest in or the perfection thereof in the Pledged Collateral, at the sole cost and expense of the Grantors. Notwithstanding anything to the contrary, so long as no Event of Default shall have occurred and be continuing, no Grantor shall be obligated to reimburse the Security Agent for filings in intellectual property offices outside the United States of America.

ARTICLE IV
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 4.14 Intellectual Property. (a) Schedule 6 lists all patents and pending applications, registered trademarks and pending applications, registered domain names, registered copyrights and pending applications and material Intellectual Property Licenses owned by such Grantor; (b) all material Intellectual Property Collateral is valid, subsisting, unexpired and enforceable and has not been abandoned; (c) except as described on Schedule 6, such Grantor is the exclusive owner of all right, title and interest in and to, or has the right to use, all such Intellectual Property Collateral; (d) consummation and performance of this Agreement will not result in the invalidity, unenforceability or impairment of any such Intellectual Property Collateral, or in default or termination of any material intellectual property license; (e) except as described on Schedule 6, there are no outstanding holdings, decisions, consents, settlements, decrees, orders, injunctions, rulings or judgments that would limit, cancel or question the validity or enforceability of any such Intellectual Property Collateral or such Grantor's rights therein or use thereof; (f) to such Grantor's knowledge, except as described on Schedule 6, the operation of such Grantor's business and such Grantor's use of Intellectual Property Collateral in connection therewith, does not infringe or misappropriate the intellectual property rights of any other person; and (g) except as described in Schedule 6, no action or proceeding is pending or, to such Grantor's knowledge, threatened (i) seeking to limit, cancel or question the validity of any Intellectual Property Collateral or such Grantor's ownership interest or rights therein, (ii) which, if adversely determined, could have a Material Adverse Effect on the value of any such Intellectual Property Collateral or (iii) alleging that any such Intellectual Property Collateral, or such Grantor's use thereof in the operation of its business, infringes or misappropriates the intellectual property rights of any person.

ARTICLE V
SECURITIES COLLATERAL

ARTICLE VI
INTELLECTUAL PROPERTY COLLATERAL

Section 6.01 Intellectual Property License. For the purpose of enabling the Security Agent, during the continuance of an Event of Default, to exercise rights and remedies under **Article VIII** hereof at such time as the Security Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Grantor hereby grants to the Security Agent, to the extent of such Grantor's rights and effective only during the continuance of an Event of Default, an irrevocable, non-exclusive license to use and sublicense any of the Intellectual Property Collateral then owned by or licensed to such Grantor. Such license shall include access to all devices, products and media in which any of the Intellectual Property Collateral is embodied, embedded, recorded or stored and to all computer programs used for the compilation or printout hereof.

Section 6.02 Dealing With Intellectual Property. On a continuing basis, each Grantor shall, at its sole cost and expense,

(a) promptly following its becoming aware thereof, notify the Security Agent of any adverse determination in any proceeding or the institution of any proceeding in any federal, state or local court or administrative body or in the United States Patent and Trademark Office or the United States Copyright Office or any intellectual property offices worldwide regarding such Grantor's claim of ownership in or right to use any of the Intellectual Property Collateral, such Grantor's right to register such Intellectual Property Collateral or its right to keep and maintain such registration in full force and effect,

(b) maintain and protect the Intellectual Property Collateral as presently used and operated,

(c) not permit to lapse or become abandoned any Intellectual Property Collateral as presently used and operated, and not settle or compromise any pending or future litigation or administrative proceeding with respect to such Intellectual Property Collateral, in each case except as shall be consistent with commercially reasonable business judgment,

(d) upon such Grantor obtaining knowledge thereof, promptly notify the Security Agent in writing of any event which may be reasonably expected to materially and adversely affect the value or utility of any of the Intellectual Property Collateral or the rights and remedies of the Security Agent in relation thereto including a levy or threat of levy or any legal process against the Intellectual Property Collateral or any portion thereof,

(e) not license the Intellectual Property Collateral other than licenses entered into by such Grantor in, or incidental to, the ordinary course of business, or amend or permit the amendment of any of the licenses in a manner that could materially impair the value of the Intellectual Property Collateral or the lien on and security interest in the Intellectual Property Collateral created therein hereby, without the consent of the Security Agent,

(f) diligently keep adequate records respecting its Intellectual Property Collateral, and

(g) furnish to the Security Agent from time to time upon the Security Agent's reasonable request therefor reasonably detailed statements and amended schedules further identifying and describing the Intellectual Property Collateral and such other materials evidencing or reports pertaining to the Intellectual Property Collateral as the Security Agent may from time to time reasonably request.

Section 6.03 Additional Intellectual Property. If any Grantor shall at any time after the date hereof (a) obtain any rights to any additional Intellectual Property Collateral or (b) become entitled to the benefit of any additional Intellectual Property Collateral or any registration, renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part of any Intellectual Property Collateral, or any improvement on any Intellectual Property Collateral, the provisions hereof shall automatically apply thereto and any such item enumerated in clause (a) or (b) of this **Section 6.03** with respect to such Grantor shall automatically constitute Intellectual Property Collateral as if such would have constituted Intellectual Property Collateral at the time of execution hereof and be subject to the lien and security interest created by this Agreement without further action by any party. Each Grantor shall promptly (i) provide to the Security Agent written notice of any of the foregoing and (ii) confirm the attachment of the lien and security interest created by this Agreement to any rights described in clauses (a) and (b) of the immediately preceding sentence of this **Section 6.03** by execution of an instrument in form reasonably acceptable to the Security Agent and the filing of any instruments or statements as shall be reasonably necessary to create, preserve, protect or perfect the Security Agent's security interest in such Intellectual Property Collateral. Further, each Grantor authorizes the Security Agent to modify this Agreement by amending Schedule 6 hereof to include any such Intellectual Property Collateral of such Grantor.

Section 6.04 Intellectual Property Litigation. Unless there shall occur and be continuing any Event of Default, each Grantor shall have the right to commence and prosecute in its own name, as the party in interest, for its own benefit and at the sole cost and expense of the Grantors, such applications for protection of the Intellectual Property Collateral and suits, proceedings or other actions to prevent the infringement, misappropriation, counterfeiting, unfair competition, dilution, diminution in value or other damage as are necessary to protect the Intellectual Property Collateral. Upon the occurrence and during the continuance of any Event of Default, the Security Agent shall have the right but shall in no way be obligated to file applications for protection of the Intellectual Property Collateral and/or bring suit in the name of any Grantor, the Security Agent to enforce the Intellectual Property Collateral and any license thereunder. In the event of such suit, each Grantor shall, at the reasonable request of the Security Agent, do any and all lawful acts and execute any and all documents reasonably requested by the Security Agent in aid of such enforcement and the Grantors shall promptly reimburse and indemnify the Security Agent for all reasonable costs and expenses incurred by the Security Agent in the exercise of its rights under this **Section 6.04** in accordance with **Section 9.08**. In the event that the Security Agent shall elect not to bring suit to enforce the Intellectual Property Collateral as permitted by this **Section 6.04** and an Event of Default has occurred and is continuing, each Grantor agrees, at the reasonable request of the Security Agent, to take all commercially reasonable actions necessary, whether by suit, proceeding or other action, to prevent the infringement, misappropriation, counterfeiting, unfair competition, dilution, diminution in value of or other damage to any

of the Intellectual Property Collateral by others and for that purpose agrees to diligently maintain any suit, proceeding or other action against any person so infringing necessary to prevent such infringement.

**ARTICLE VII
RESERVED.**

**ARTICLE VIII
REMEDIES**

**ARTICLE IX
MISCELLANEOUS**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ATARI, INC.

By: KJ Keller
Name: Kristen J. Keller
Title: SVP + General Counsel

ATARI INTERACTIVE, INC.

By: KJ Keller
Name: Kristen J Keller
Title: SVP + General Counsel

CALIFORNIA U.S. HOLDINGS, INC.

By: KJ Keller
Name: Kristen J Keller
Title: SVP + General Counsel

HUMONGOUS, INC.

By: KJ Keller
Name: Kristen J Keller
Title: SVP + General Counsel

ALDEN GLOBAL VALUE RECOVERY MASTER FUND, L.P.

By: Alden Global Capital Limited, its investment adviser

By: Alden Global Capital LLC, its sub-adviser

By: 

Name: Jason Pecora

Title: Managing Director

Schedule 3

Types of Filing, Filing Offices

<u>Grantor</u>	<u>Type of Filing</u>	<u>Filing Office/Location</u>
Atari, Inc.	UCC-1 Financing Statement	Delaware Secretary of State
Atari, Inc.	Security Agreement	US Patent & Trademark Office US Copyright Office Any other intellectual property offices worldwide
Atari Interactive, Inc.	UCC-1 Financing Statement	Delaware Secretary of State
Atari Interactive, Inc.	Security Agreement	US Patent & Trademark Office US Copyright Office Any other intellectual property offices worldwide
California U.S. Holdings Inc.	UCC-1 Financing Statement	California Secretary of State
California U.S. Holdings Inc.	Security Agreement	US Patent & Trademark Office US Copyright Office Any other intellectual property offices worldwide
Humongous, Inc.	UCC-1 Financing Statement	Delaware Secretary of State
Humongous, Inc.	Security Agreement	US Patent & Trademark Office US Copyright Office Any other intellectual property offices worldwide

Schedule 6
Intellectual Property Collateral
See Annexes

