

07-10-1998



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100759299

To the Honorable Commissioner of Patents and Trademarks, the attached original documents or copy thereof.

1. Name of conveying party(ies):
INTERPLAY ENTERTAINMENT CORP.
16815 Von Karman Avenue
Irvine, California 92606
MRO
7-10-98

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: GREYROCK BUSINESS CREDIT, a Division of NationsCredit Commercial Corporation
Internal Address: _____
Street Address: 10880 Wilshire Boulevard,
Suite 950
City: Los Angeles State: CA ZIP 90024

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 29, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
See attached EXHIBIT "A"
TM

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
See attached EXHIBIT "A"

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Levy, Small & Lallas
Internal Address: Att: Kathryn Gambino

Street Address: 815 Moraga Drive

City: Los Angeles State: CA ZIP: 90049-
1633

6. Total number of applications and registrations involved: 93

7. Total fee (37 CFR 3.41).....\$ 2340⁰⁰

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/10/1998 88NITH 00000078 2006250

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 2300.00 OP

9. Statement and signature.
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.

STEVEN G. SMALL

Name of Person Signing

[Signature]

Signature

07/07/98

Date

Total number of pages including cover sheet, attachments, and document: 19

Exhibit "A"
to Trademark Security Agreement

REGISTERED / PENDING TRADEMARKS

INTERPLAY ENTERTAINMENT CORP.

UNITED STATES

(a) Registered Trademarks:

Bad Mister Frosty	2,026,258
Battle Chess & Design	1,596,613
Blackthorne	1,962,436
Boogerman	1,959,285
Brainstorm & Design	2,077,705
Castles	1,737,704
Checkmate	1,682,109
ChessMates	2,051,576
Cinematic Multimedia (Supplemental Register)	1,941,851
Clay Fighter	1,832,342
Claymates	1,854,242
Conquest of the New World	2,009,067
Descent (Class 9 Software)	1,949,638
Drawing Discoveries	2,145,377
Fragile Allegiance	2,080,326
Frankenstein: Through the Eyes of the Monster	2,103,798
Interplay (current logo)	2,077,709
Interplay Productions	1,347,474
Loaded	2,141,294
Lost Vikings	1,836,284
MacPlay	1,858,703
M.A.X. Mechanized Assault & Exploration	2,072,876
Mummy: Tomb of the Pharaoh	2,056,335
Normality	2,078,130
Norse by Norsewest	2,141,610
Out of This World	1,778,422
Power Pete	1,981,729
Rags to Riches	1,836,291
Realms of the Haunting (computer & video games)	2,085,039
	2,102,234
Reloaded	2,070,881

SandWarriors	2,145,229
Shattered Steel	2,070,846
Signature Series	2,084,915
Star Reach	1,953,773
Stonekeep (Class 9; Software)	1,962,181
Stonekeep (Class 16; hint books & strategy guides)	2,021,481
The Difference is Real	2,049,995
VR Sports & Design (this is the logo)	2,079,986
Whiplash	2,034,565

(b) Trademarks Filed But Not Yet Registered:

A.I. Alien Intelligence	75/355,742
Black Isle Studios	75/383,142
Black Isle Studios and Design	Not Yet Assigned
Brainstorm	75/099,201
By Gamers. For Gamers.	75/171,840
Clay Fighter Extreme	75/207,200
Clay Fighter 63 1/3	75/237,550
Crime Killer	75/295,950
Cuss Pack	75/320,971
Dead Space	75/293,388
Delirium	75/100,163
Descent (AudioVisual)	75/277,732
Descent: Freespace The Great War	75/390,434
Descent Maximum	75/237,327
Die by the Sword	75/149,240
Digital Poison	75/397,535
Digital Voodoo	74/068,134
Digital Voodoo and Design	75/346,717
Dog Fight	75/343,956 & 75/349,072
Doomguard	Not Yet Assigned
Earth 2140	75/333,285
Engage Games Online	75/060,884
Fallout	75/090,234
Flat Cat	75/358,315
Flat Cat and Design	75/421,913
Giants	Not Yet Assigned
Grunt Force	75/043,305
HardWar	75/078,985
Interplay (for online related services & goods)	74/535,687
Kingpin	75/397,533
Messiah	75/357,477
OEM Logo	75/237,381

Of Light and Darkness	74/628,745
Of Light and Darkness The Prophecy	Not Yet Assigned
R/C Stunt Copter	75/397,850
Realms of the Haunting (games, sporting goods, playthings)	75/084,004
Red Asphalt (Software)	75/086,538
Red Asphalt (AudioVisual)	75/277,734
Redneck Deer Huntin'	Not Yet Assigned
Redneck Rampage	75/218,197
Redneck Rampage Rides Again	75/421,395
Redneck Rampage Suckin' Grits on Route 66	75/383,140
Rolemaster: MageStorm	75/103,875
Rolemaster: The Bladlands	75/130,267
Sacrifice	75/377,288
Severed Heads	75/313,526
Splatterball	75/103,887
Stonekeep (for printed materials other than hint books/strategy guides)	75/609,641
Tantrum	75/349,075
Tantrum and Design	75/402,980
Tribal Dreams	75/240,097
Tribal Dreams (Logo Only)	75/306,673
Ultimate Archives	75/422,435
Ultimate Strategy Archives	75/422,438
Virtual FieldVision	75/030,055
VR Sports Powerboat Racing and Design	75/363,956
You Gotta Have Game	75/441,327

(c) Common Law Trademarks (No Application Filed
or Registration Refused):

Judgment Rites
Lexi-Cross
Russian 6-Pak
Russian 6-Pak
The Classic 5
Virtual Pool
All VR Marks

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of May 29, 1998, is entered into between **INTERPLAY ENTERTAINMENT CORP.**, a Delaware corporation ("Grantor"), which has a mailing address at 16815 Von Karman Ave., Irvine, CA 92606, and **GREYROCK BUSINESS CREDIT**, a Division of NationsCredit Commercial Corporation ("GBC"), which has a mailing address at 10880 Wilshire Boulevard, Suite 950, Los Angeles, CA 90024.

RECITALS

A. Grantor and GBC are, contemporaneously herewith, entering into that certain Loan and Security Agreement ("Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"); and

B. Grantor is the owner of certain intellectual property, identified below, in which Grantor is granting a security interest to GBC.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 **Definitions.** The following terms, as used in this Agreement, have the following meanings:

"Code" means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means all of the following, whether now owned or hereafter acquired:

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) All of Grantor's right to the trademarks and trademark registrations listed on Exhibit A attached hereto, as the same may be updated hereafter from time to time;

(iii) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of GBC for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(iv) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(v) All general intangibles relating to the foregoing and all other intangible intellectual or other similar property of the Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(vi) All products and proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

"Obligations" means all obligations, liabilities, and indebtedness of Grantor to GBC, whether direct, indirect, liquidated, or contingent, and whether arising under this Agreement, the Loan Agreement, any other of the Loan Documents, or otherwise, including all costs and expenses described in Section 9.8 hereof

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against GBC or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Grantor, GBC, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of GBC and Grantor. Headings have been set forth herein for convenience only, and shall not be used in the construction of this Agreement.

2. GRANT OF SECURITY INTEREST.

To secure the complete and timely payment and performance of all Obligations, and without limiting any other security interest Grantor has granted to GBC, Grantor hereby grants, assigns, and conveys to GBC a security interest in Grantor's entire right, title, and interest in and to the Collateral.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Grantor hereby represents, warrants, and covenants that:

3.1 Trademarks. A true and complete schedule setting forth all federal and state trademark registrations owned by Grantor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Exhibit A.

3.2 Validity; Enforceability. To the best of Grantor's knowledge, each of the trademarks is valid and enforceable, and Grantor is not presently aware of any past, present, or prospective claim by any third party that any of the trademarks are invalid or unenforceable, or that the use of any trademarks violates the rights of any third person, or of any basis for any such claims.

3.3 Title. Grantor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the trademarks, and trademark registrations, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Grantor not to sue third persons.

3.4 Notice. Grantor has used and will continue to use proper statutory notice in connection with its use of each of the trademarks.

3.5 Quality. Grantor has used and will continue to use consistent standards of high quality (which may be consistent with Grantor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks.

3.6 Perfection of Security Interest. Except for the filing of a financing statement with the Secretary of State of California and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Grantor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Grantor or for the perfection of or the exercise by GBC of its rights hereunder to the Collateral in the United States.

4. AFTER-ACQUIRED TRADEMARK RIGHTS.

If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to GBC with respect to any such new trademarks, or renewal or extension of any trademark registration. Grantor shall bear any expenses incurred in connection with future trademark registrations. Without limiting Grantor's obligation under this Section 4, Grantor authorizes GBC to modify this Agreement by amending Exhibit A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibit A shall in any way affect, invalidate or detract from GBC's continuing security interest in all Collateral, whether or not listed on Exhibit A.

5. LITIGATION AND PROCEEDINGS.

Grantor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other

action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Grantor shall provide to GBC any information with respect thereto requested by GBC. GBC shall provide at Grantor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Grantor's becoming aware thereof, Grantor shall notify GBC of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Grantor's claim of ownership in any of the trademarks, its right to apply for the same, or its right to keep and maintain such trademark rights.

6. POWER OF ATTORNEY.

Grantor hereby appoints GBC as Grantor's true and lawful attorney, with full power of substitution, to do any or all of the following, in the name, place and stead of Grantor: (a) file this Agreement (or an abstract hereof) or any other document describing GBC's interest in the Collateral with the United States Patent and Trademark Office; (b) execute any modification of this Agreement pursuant to Section 4 of this Agreement; (c) take any action and execute any instrument which GBC may deem necessary or advisable to accomplish the purposes of this Agreement; and (d) following an Event of Default (as defined in the Loan Agreement), (i) endorse Grantor's name on all applications, documents, papers and instruments necessary for GBC to use or maintain the Collateral; (ii) ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; (iii) file any claims or take any action or institute any proceedings that GBC may deem necessary or desirable for the collection of any of the Collateral or otherwise enforce GBC's rights with respect to any of the Collateral, and (iv) assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. RIGHT TO INSPECT.

Grantor grants to GBC and its employees and agents the right to visit Grantor's plants and facilities which manufacture, inspect, or store products sold under any of the trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

8. SPECIFIC REMEDIES.

Upon the occurrence, and during the continuance, of any Event of Default (as defined in the Loan Agreement), GBC shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

8.1 Notification. GBC may notify licensees to make royalty payments on license agreements directly to GBC;

8.2 Sale. GBC may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as GBC deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is given to Grantor seven (7) days prior to such disposition. Grantor shall be credited with the net proceeds of such sale only when they are actually received by GBC, and Grantor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, GBC shall also give notice of the time and place by publishing a notice one time at least five (5) days before the date of the sale in a newspaper of general circulation in the county in which

the sale is to be held. To the maximum extent permitted by applicable law, GBC may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by GBC at such sale.

9. GENERAL PROVISIONS.

9.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Grantor and GBC.

9.2 Notices. Except to the extent otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the notice provisions of the Loan Agreement.

9.3 No Waiver. No course of dealing between Grantor and GBC, nor any failure to exercise nor any delay in exercising, on the part of GBC, any right, power, or privilege under this Agreement or under the Loan Agreement or any other agreement, shall operate as a waiver. No single or partial exercise of any right, power, or privilege under this Agreement or under the Loan Agreement or any other agreement by GBC shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege by GBC.

9.4 Rights Are Cumulative. All of GBC's rights and remedies with respect to the Collateral whether established by this Agreement, the Loan Agreement, or any other documents or agreements, or by law shall be cumulative and may be exercised concurrently or in any order.

9.5 Successors. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided that Grantor may not transfer any of the Collateral or any rights hereunder, without the prior written consent of GBC, except as specifically permitted hereby or by the Loan Agreement.

9.6 Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such provision, or part thereof, in such jurisdiction, and shall not in any manner affect such provision or part thereof in any other jurisdiction, or any other provision of this Agreement in any jurisdiction.

9.7 Entire Agreement. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 4 of this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving GBC greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to GBC under the Loan Agreement. This Agreement, the Loan Agreement, and the documents relating thereto comprise the entire agreement of the parties with respect to the matters addressed in this Agreement.

9.8 Fees and Expenses. Grantor shall pay to GBC on demand all costs and expenses that the GBC pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to GBC; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any

amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Grantor under this Agreement that Grantor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against the GBC arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Grantor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

9.9 Indemnity. Grantor shall protect, defend, indemnify, and hold harmless GBC and GBC's assigns from all liabilities, losses, and costs (including without limitation reasonable attorneys' fees) incurred or imposed on GBC relating to the matters in this Agreement (except any amounts sustained or incurred as the result of the gross negligence or willful misconduct of GBC or any other such persons).

9.10 Further Assurances. At GBC's request, Grantor shall execute and deliver to GBC any further instruments or documentation, and perform any acts, that may be reasonably necessary or appropriate to implement this Agreement, the Loan Agreement or any other agreement, and the documents relating thereto, including without limitation any instrument or documentation reasonably necessary or appropriate to create, maintain, perfect, or effectuate GBC's security interests in the Collateral.

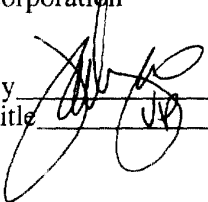
9.11 Release. At such time as Grantor shall completely satisfy all of the Obligations and the Loan Agreement shall be terminated, GBC shall execute and deliver to Grantor all assignments and other instruments as may be reasonably necessary or proper to terminate GBC's security interest in the Collateral, subject to any disposition of the Collateral which may have been made by GBC pursuant to this Agreement. For the purpose of this Agreement, the Obligations shall be deemed to continue if Grantor enters into any bankruptcy or similar proceeding at a time when any amount paid to GBC could be ordered to be repaid as a preference or pursuant to a similar theory, and shall continue until it is finally determined that no such repayment can be ordered.

9.12 Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of California, excluding its conflict of law rules to the extent such rules would apply the law of another jurisdiction, and the United States. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state and federal courts located in the County of Los Angeles, State of California or, at the sole option of GBC, in any other court in which GBC shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy. Each of Grantor and GBC waives, to the extent permitted under applicable law, any right they may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this Section.

9.13 Waiver of Right to Jury Trial. GBC AND GRANTOR EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (I) THIS AGREEMENT; OR (II) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN GBC AND GRANTOR; OR (III) ANY CONDUCT, ACTS OR OMISSIONS OF GBC OR GRANTOR OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH GBC OR GRANTOR; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.


IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

GREYROCK BUSINESS CREDIT, a
Division of NationsCredit Commercial
Corporation

By  _____
Title _____

LISA NAGANO

INTERPLAY ENTERTAINMENT
CORP.

By  _____
Title _____

CHRIS KILPATRICK

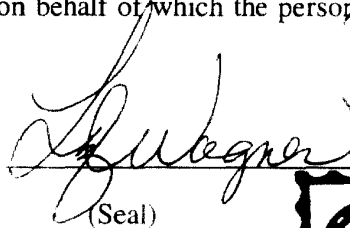
PRESIDENT

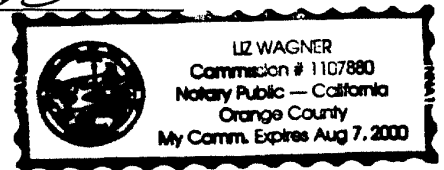
-1

STATE OF CALIFORNIA)
COUNTY OF Orange) ss.

On June 8, 1998, before me, Liz Wagner
Notary Public, personally appeared
Christopher J. Kilpatrick,
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.

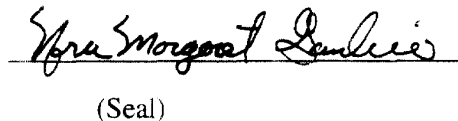

(Seal)



STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On June 11, 1998, before me, NORA MARGARET GAMBINO
Notary Public, personally appeared
LISA NAGANO,
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.


(Seal)

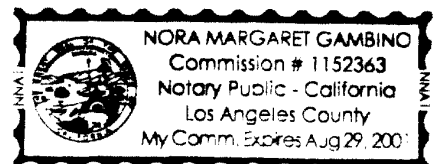


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Clay Fighter 63 1/3	75/237,550
Crime Killer	75/295,950
Cuss Pack	75/320,971
Dead Space	75/293,388
Delirium	75/100,163
Descent (AudioVisual)	75/277,732
Descent: Freespace The Great War	75/390,434
Descent Maximum	75/237,327
Die by the Sword	75/149,240
Digital Poison	75/397,535
Digital Voodoo	74/068,134
Digital Voodoo and Design	75/346,717
Dog Fight	75/343,956 & 75/349,072
Doomguard	Not Yet Assigned
Earth 2140	75/333,285
Engage Games Online	75/060,884
Fallout	75/090,234
Flat Cat	75/358,315
Flat Cat and Design	75/421,913
Giants	Not Yet Assigned
Grunt Force	75/043,305
HardWar	75/078,985
Interplay (for online related services & goods)	74/535,687
Kingpin	75/397,533
Messiah	75/357,477
OEM Logo	75/237,381

Of Light and Darkness	74/628,745
Of Light and Darkness The Prophecy	Not Yet Assigned
R/C Stunt Copter	75/397,850
Realms of the Haunting (games, sporting goods, playthings)	75/084,004
Red Asphalt (Software)	75/086,538
Red Asphalt (AudioVisual)	75/277,734
Redneck Deer Huntin'	Not Yet Assigned
Redneck Rampage	75/218,197
Redneck Rampage Rides Again	75/421,395
Redneck Rampage Suckin' Grits on Route 66	75/383,140
Rolemaster: MageStorm	75/103,875
Rolemaster: The Bladlands	75/130,267
Sacrifice	75/377,288
Severed Heads	75/313,526
Splatterball	75/103,887
Stonekeep (for printed materials other than hint books/strategy guides)	75/609,641
Tantrum	75/349,075
Tantrum and Design	75/402,980
Tribal Dreams	75/240,097
Tribal Dreams (Logo Only)	75/306,673
Ultimate Archives	75/422,435
Ultimate Strategy Archives	75/422,438
Virtual FieldVision	75/030,055
VR Sports Powerboat Racing and Design	75/363,956
You Gotta Have Game	75/441,327

(c) Common Law Trademarks (No Application Filed or Registration Refused):

Judgment Rites
Lexi-Cross
Russian 6-Pak
Russian 6-Pak
The Classic 5
Virtual Pool
All VR Marks

AUSTRALIA

(a) Registered Trademarks:

Clayfighter	A628720
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(b) Trademarks Filed But Not Yet Registered:

None

CANADA

(a) Registered Trademarks:

Descent	TMA460042
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(b) Trademarks Filed But Not Yet Registered:

Interplay	790,728
Signature Series	816,238

FRANCE

(a) Registered Trademarks:

Clayfighter	94/521148
Descent	95/562892
Frankenstein: Through the Eyes of the Monster	95/564425
Interplay	92/442255
Stonekeep	95/564426
VR Sports	94/533770
VR Sports Logo	95/590141

(b) Trademarks Filed But Not Yet Registered:

None

GERMANY

(a) Registered Trademarks:

Clayfighter	J30823/9Wz/2912969
Descent	39512037
Frankenstein: Through the Eyes of the Monster	39522529.9
Interplay	2058580
Stonekeep	39522528.0
VR Sports	2912557
VR Sports Logo	39539878.9

(b) Trademarks Filed But Not Yet Registered:

None

JAPAN

(a) Registered Trademarks:

Clayfighter	4004599
Rock N Roll Racing (filed by Namco for Interplay)	7135015
Macplay (Class 9)	4055578
MacPlay (Class 16)	4013946
Stonekeep	4033158
VRPool	4067050
VR Sports	3277864

(b) Trademarks Filed But Not Yet Registered:

Virtual Pool (filed in katakana only)	109,020/95
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(c) Marks Licensed from Other Parties:

Descent (trademark of Descente that Interplay uses under License)
Frankenstein: Through the ... (Licensed from Bandai)
Interplay (trademark of Aiwa that Interplay uses under License)

SPAIN

(a) Registered Trademarks:

Interplay (software and printed materials) 1739920 & 1734737

(b) Trademarks Filed But Not Yet Registered:

VR Sports Logo 2103243

UNITED KINGDOM

(a) Registered Trademarks:

Clayfighter	1569981
Conquest of the New World	2114583
DeathKeep	2050474
Descent	2013770
Frankenstein: Through the Eyes of the Monster	2016527
Interplay (Class 16)	1518315
Interplay (Class 9)	1518314
Interplay Virtual Pool	2016529
Stonekeep	2016531
VR Sports Logo	2039090

(b) Trademarks Filed But Not Yet Registered:

None

COMBINED EEC

(a) Registered Trademarks:

None

(b) Trademarks Filed But Not Yet Registered:

Brainstorm	000277459
Conflict: Freespace The Great War	000787728
Crime Killer	000539866
Dead Space	000550293

Descent: Freespace The Great War	000676296
Drawing Discoveries	000311050
Godmaker	000538108
Interplay	000122671
M.A.X. Mechanized Assault & Exploration	000277475
Messiah	000634949
Of Light and Darkness	000277434
R/C Stunt Copter	000695296
Rock 'N' Roll Racing	000276477
Sacrifice	000669549
Shattered Steel	000277442
VR Sports Logo	000128686
VR Sports Powerboat Racing and Design	000671198